

COLIN JAMES OATES AND BRYAN EDWARD OATES

to

CONTRACT OF SALE OF LAND

Property: 894 Midland Highway, Batesford 3213

MANN LEGAL TORQUAY

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Contract of sale of land

Property: 894 Midland Highway, Batesford

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AUSTRALIAN INSTITUTE OF CONVEYANCERS VICTORIA

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* (Vic) 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* (Vic).

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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 CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

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

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....

Name of individual

State nature of authority (if applicable):

.....

Signature of individual

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....

Name of individual

State nature of authority (if applicable):

.....

Signature of individual

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

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

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Particulars of sale

Vendor's estate agent

Elders Real Estate - Geelong
suite 15/400 Pakington Street, Newtown, VIC 3220

Email: peter.lindeman@elders.com.au

Tel: 03 5225 5000 Mob: 0418 525 609 Fax: Ref: Peter Lindeman

Vendor

COLIN JAMES OATES AND BRYAN EDWARD OATES

10 James Cook Drive, Wandana Heights, VIC 3216 and 10 Tristania Street, Frankston, VIC 3199

Vendor's legal practitioner or conveyancer

Mann Legal Torquay

7 Zeally Bay Road, Torquay VIC 3228
PO Box 447, Torquay VIC 3228

Email: carolyn@mannlegal.com.au

Tel: 03 5261 2000 Ref: CAB:252223CB

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10088 Folio 242	1	TP082246R

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: **894 Midland Highway, Batesford 3213**

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

all light fittings, dishwasher, internal window coverings, fixed floor coverings and air conditioner as inspected.

Payment

Price	\$	
Deposit	\$	
Balance	\$	payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)**is due on**

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

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

- a lease for a term ending on with options to renew, each of years
- OR
- a residential tenancy for a fixed term ending on
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

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

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

1. Director's Guarantees

In the event the purchaser or nominated purchaser is a company the purchaser will simultaneously with the execution of this contract arrange for its directors to execute the guarantee and indemnity in the form annexed to this contract.

2. Default costs charges & expenses

2.1 The purchaser must pay all reasonable costs, losses, charges and expenses, including any loss arising from land tax levied against the vendor in respect of the premises, in a later land tax year than that in which settlement should have occurred, which land tax would not have been levied against the vendor had the purchaser settled on time, incurred by the vendor due to any default by the purchaser in payment of any money payable under this contract or any breach by the purchaser of any of the terms of this contract.

2.2 General condition 33 is amended to read as "*Interest at the rate of 2% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 (Vic) 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.*"

3. Interpretation

In this contract unless the context otherwise requires:

- 3.1 headings are for convenience of reference only and do not affect interpretation;
- 3.2 words importing the singular include the plural and vice versa;
- 3.3 words importing a gender include any gender;
- 3.4 a reference to a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government body;
- 3.5 a reference to an Act of Parliament, includes that Act as amended or replaced and all regulations made under it;
- 3.6 a reference to a body whose functions have become exercisable by another body, is a reference to the latter body;
- 3.7 a covenant or agreement on the part of two or more persons binds them jointly and severally; and
- 3.8 where any form of the word "include" appears, it is to be read as if followed by the words "without limitation".

4. Whole agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to rely on any representations made by the vendor or their agents except such as are made conditions of this contract.

5. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf. The purchaser accepts the property as at the day of sale:

- 5.1 In its present condition and state of repair;
- 5.2 Subject to all defects latent and patent;
- 5.3 Subject to any infestations and dilapidation;
- 5.4 Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- 5.5 Subject to any non-compliance with the Local Government Act 1989, Building Act 1993 or other legislation, subordinate legislation or regulations in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

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 all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive

right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

6.6 If sections 137B and 137C of the *Building Act 1993 (Vic)* 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 (Vic)* and regulations made under the *Building Act 1993 (Vic)*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993 (Vic)* 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 digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal*

Property Securities Act 2009 (Cth) applies.

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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* (Vic) 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* (Vic).

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if –

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if –

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit –

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

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The 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.

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

- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.
- 14.6 Payment of the deposit may be made or tendered –
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed –
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition –
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

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

17. SETTLEMENT

- 17.1 At settlement –
 - (a) the purchaser must pay the balance; and
 - (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
 - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written

communications.

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

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 Settlement occurs when the workspace records that –

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

- 18.7 The parties must do everything reasonably necessary to effect settlement –

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

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

- 18.9 The vendor must before settlement –

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract;
- (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold with the land 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
- (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

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

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; andthe author states is a major defect.
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that 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
- 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.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

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) (Tax Act) 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 Tax Act. 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 Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must –
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and

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

despite –

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

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

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

(a) the settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, 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 Tax Act because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Tax Act. 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 Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must –

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

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –

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

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

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

despite –

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, 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 Tax Act. 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 Tax Act 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 Tax Act is the correct amount required to be paid under section 14-250 of the legislation.

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.

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 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.
- 27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

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* (Vic) –
- (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* (Vic); 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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.

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 the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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 or acceptance by the vendor of a repudiation by the purchaser –
- (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

THIS DEED dated day of 2026

TO: **Colin James Oates of 10 James Cook Drive, Wandana Heights, Victoria and Bryan Edward Oates of 10 Tristania Street, Frankston, Victoria (Vendor)**

FROM of
(Purchaser)

FROM of
(Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the attached contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;
3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and
4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.
5. For the consideration aforesaid and as a separate and coverable covenant the guarantor HEREBY AGREES to indemnify the vendor not only by reason of the non-payment by the purchaser of all money payable or that may become payable under the contract of sale but

also in respect of all costs charges and expenses whatsoever which the vendor may incur by reason of any default on the part of the purchaser in relation to the contract of sale.

EXECUTED AS A DEED

EXECUTED BY

)

)

**pursuant to section 127 of the
Corporations Act (Cth) 2001**

.....
Director

.....
Director

Name:

Name:

SIGNED SEALED & DELIVERED BY)

)

.....
Signature

in the presence of:

.....
Signature of witness

.....
Print name of witness

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	894 Midland Highway, Batesford 3213
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Vendor's name	Colin James Oates	Date / /
Vendor's signature		

Vendor's name	Bryan Edward Oates	Date / /
Vendor's signature		

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.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input 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 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 certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

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):

Not Applicable.

6 OWNERS CORPORATION

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

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 supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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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

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

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

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

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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 10088 FOLIO 242

Security no : 124134546474L
Produced 12/05/2026 08:07 AM

LAND DESCRIPTION

Lot 1 on Title Plan 082246R (formerly known as part of Portion 18 Parish of Gherineghap).
Created by Application No. 071284F 17/09/1992

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
COLIN JAMES OATES of 10 JAMES COOK DR HIGHTON 3216
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
BRYAN EDWARD OATES of 10 TRISTANIA ST FRANKSTON 3199
U250953H 05/06/1996

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE S073256N 17/09/1992
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE TP082246R 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: 894 MIDLAND HIGHWAY BATESFORD VIC 3213

ADMINISTRATIVE NOTICES

NIL

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

DOCUMENT END

The information supplied by Mann Legal has been obtained from Dye & Durham Solutions Pty Ltd by agreement between them. The information supplied has been obtained by Dye & Durham Solutions Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

TITLE PLAN		EDITION 1	TP 82246R
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<p>Location of Land</p> <p>Parish: GHERINEGHAP</p> <p>Township:</p> <p>Section:</p> <p>Crown Allotment:</p> <p>Crown Portion: 18 (PT)</p> <p>Last Plan Reference:</p> <p>Derived From: VOL 10088 FOL 242</p> <p>Depth Limitation: NIL</p>	<p style="text-align: center;">Notations</p> <p>Warning as to Dimensions Any dimension and connecting distance shown is based on the description of the land as contained in the General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.</p> <p>WATERWAY NOTATION: LAND IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
--	--

<p style="text-align: center;">Description of Land / Easement Information</p>	<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 23/07/1999</p> <p>VERIFIED: M.P.</p>
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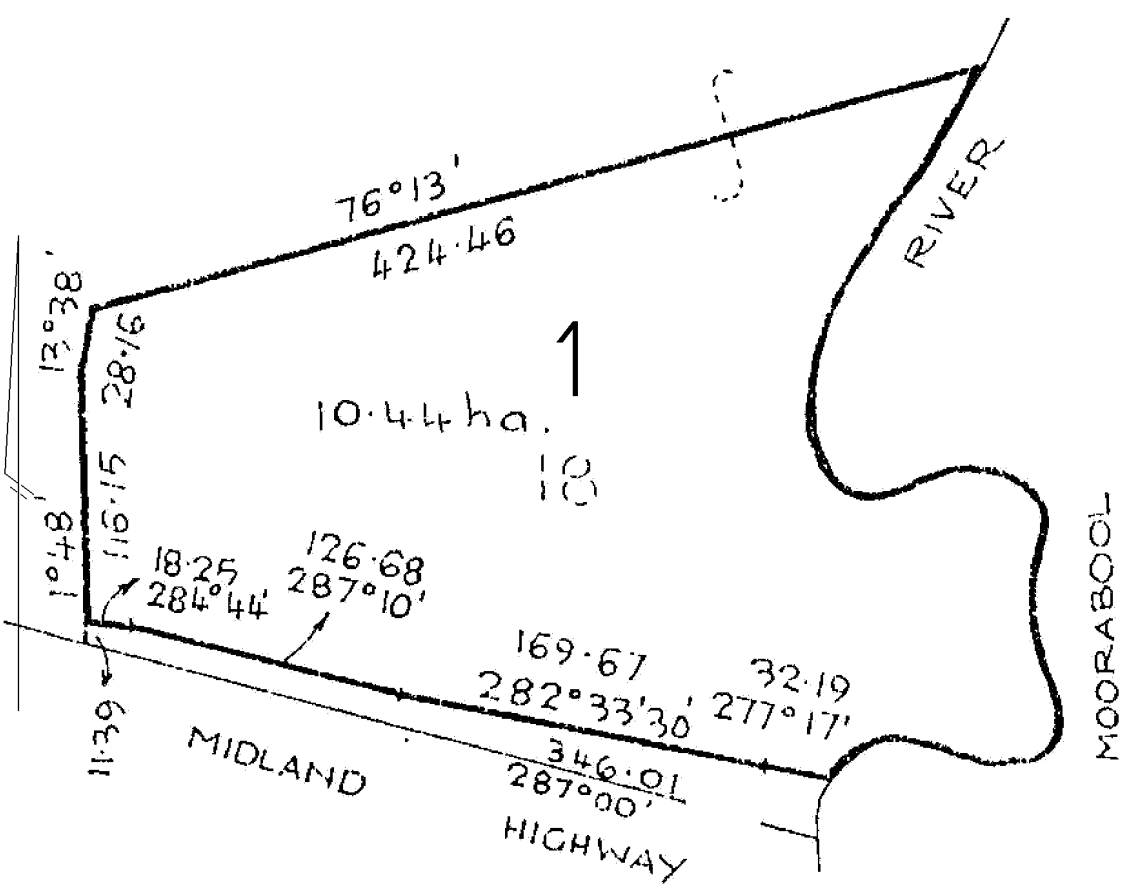


TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = CP 18 (PT)

Rates and Valuation Notice

For the Period 1 July 2025 to 30 June 2026

ABN 86 998 570 296
All items are GST free.



CJ Oates & BE Oates
10 James Cook Drive
HIGHTON VIC 3216

**One
Payment
in Full**

\$3,592.32

Due by 15 February 2026

or pay by instalment

To pay over Four Instalment Payments, you must pay your first instalment by 30 September, 2025, otherwise your balance will be due in full by 15 February 2026.

Kindly Note: Payments received after 12/08/2025 are not included on this notice.

Four Instalment Payments

First **\$898.32**
Instalment Due by 30 September 2025

Second **\$898.00**
Instalment Due by 30 November 2025

Third **\$898.00**
Instalment Due by 28 February 2026

Fourth **\$898.00**
Instalment Due by 31 May 2026

Ten Monthly Payments

\$359.23 Due 15th of the month
via Direct Debit
From Sept 2025 to June 2026

Contact Council to register for Direct Debit on
5220 7111

Rating Period 1 July 2025 to 30 June 2026

Valuation Date 1 January 2025

Issue Date 12/08/2025

Property No.	A43600370
Property	894 Midland Highway Batesford 3213 L1 TP82246 Area:10.44 HA
AVPCC Valuations	117 - Residential Rural/Rural Lifestyle Site Value \$1,050,000 Capital Improved Value (CIV) \$1,230,000 Net Annual Value \$61,500 Rate in \$ on CIV 0.002111

COUNCIL RATES AND CHARGES

Rates and Charges	Details	Current	Arrears	Total
	Rates Residential 0.002111	\$2,596.53		\$2,596.53
	Municipal Charge	\$200.00		\$200.00
	Waste Management Charge	\$447.00		\$447.00

VICTORIAN STATE GOVERNMENT CHARGES

Emergency Services Volunteer Fund	Details	Current	Arrears	Total
	Residential \$136.00 + (0.000173 x CIV)	\$348.79		\$348.79

Council is required by law to collect these charges on behalf of the State Government. This money is passed directly on to the State Government and does not fund Council services. To discuss the Emergency Services Volunteer Fund (ESVF), call 1300 819 033.

TOTAL AMOUNT DUE \$3,592.32

Payment Options



Online or by phone
goldenplains.vic.gov.au/payment
Phone: 5220 7111 Ref: **43600370**



Direct Debit
Call 5220 7111 for
an application form



In store at Australia Post,
online at auspost.com.au/postbillpay
or call 13 18 16

Billpay Code: **2335**

Ref: **1436 0037 02**

Property No: **A43600370**

Property Address:

894 Midland Highway
Batesford 3213/

Full Payment
\$3,592.32



*2335 1436003702

Or First Instalment
\$898.32



*2335 1436003702



Billers Code: **35238** Ref: **1436 0037 02**
BPAY® this payment is via internet or phone banking.
BPAY View® - View and pay this bill using internet banking.
BPAY View® Registration No.: **1436 0037 02**



In Person Pay by cheque, cash or EFTPOS (including credit card)
at a Council Customer Hub: 2 Pope St, Bannockburn or
19 Heales St, Smythesdale.



Mail Post cheque and payment slip to PO Box 111, Bannockburn Vic 3331



For more information about your Council rates,
the State Government's ESVF, and how to pay:
Scan the QR Code.



erates.goldenplains.vic.gov.au

Register to receive your notice via email



About Your Rates and Valuation Notice

For the Period 1 July 2025 to 30 June 2026



Payment of Rates

There are three options for paying your Rates & Charges 2025/26:

1. Pay in one full payment by 15 February 2026.
2. Pay in four instalment payments, due at the end of September/November 2025 and February/May, 2026*
3. Pay in 10 monthly direct debit payments due on the 15th of the month from September 2025 to June 2026 **

*To pay over Four Instalment Payments, you must pay your first instalment by 30 September, 2025, otherwise your balance will be due in full on 15 February 2026.

**To join the monthly payment plan, your first direct debit is due by 15 September 2025. To register, please contact Council.

Payment Allocation

Payments will be allocated in the following order:

- Legal costs (if any)
- Interest owing (if any)
- Arrears owing (if any)
- Current rates and charges owing

What assistance is available?

If you are having difficulties in paying your Rates and Charges please contact Council's Rates team for a confidential discussion about payment plan alternatives.

Rates Concession for Pensioners

If you hold an Australian Pensioner Card and pay your rates on your principal place of residence, you may be entitled to a Rates discount.

The Fire Services Property Amendment (Emergency Services and Volunteers Fund) Bill 2025 also provides for a concession for eligible pensioners and veterans.

Penalties for Failing to Pay

Payment listed under 'Arrears Carried Forward' on this notice are overdue and must be paid immediately.

The 2025/26 penalty interest rate of 10% per annum is set by the Victorian Government and will be charged on overdue accounts.

Change of Ownership or Address

Notification of change of ownership of a property is the responsibility of the purchasers appointed agent and failure to give notification carries a penalty under the *Local Government Act 1989*. A notice of acquisition must be lodged within one month after disposal of land. Council must be notified in writing of changes to postal address or company.

Annual Property Valuations

In accordance with the State Government requirements, the Valuer-General Victoria is responsible for all property valuations. Starting in 2019, municipal property valuations have been undertaken every year, instead of every two years.

Disagreement with Notice

If you disagree with information on your Rates and Valuation Notice, please contact Council's Rates team who will review your situation and work to find a solution. If your issue cannot be resolved, you have the right to appeal.

If you choose to appeal, you must still pay your rates by the due date.
If your appeal is successful, we will credit your account or refund, if requested.

What you can appeal	By when	Legislation	How to lodge
Differential rate applied to your property	Within 60 days of the date of issue of the initial rates notice	<i>Local Government Act 1989 - Section 183</i>	Search for 'differential rating' at vcat.vic.gov.au
The property valuation / AVPCC	Within two months** of the date of issue of the initial rates notice	<i>Valuation of Land Act 1960 - Sections 16,17,18</i>	Contact Council at 5220 7111 Or visit: ratingvaluationobjections.vic.gov.au
Any other rate or charge	Within 60 days of the date of issue of the initial rates notice	<i>Local Government Act 1989 - Section 184</i>	Must be lodged in the County Court - seek legal advice

**Within four months if a notice has not been supplied to the occupier of the land.

The 2025/26 Rate Cap

Council have complied with the Victorian Government's rate cap of 3.00%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

1. The valuation of your property relative to the valuation of other properties in the municipal district.
2. The application of any differential rate by Council.
3. The inclusion of other rates and charges not covered by the Victorian Government's rates cap.

Key Terms on Your Rates and Valuation Notice

Valuation - the value of your property, assessed annually by the Valuer-General Victoria. Your property is assessed three ways: Site Value, which is used by the State Government to calculate land tax; Capital Improved Value; and Net Annual Value. The CIV is used to calculate your rates.

Site Value - Value of land only.

Capital Improved Value (CIV) - Value of land plus building and improvements.

Net Annual Value - Net annual rental income of property or 5% of CIV for dwellings and farms.

Differential rate - The 'rate in the dollar' charged on properties. This varies depending on the land use category, for example, residential or commercial.

Differential Rating Table

In accordance with the requirements of *Section 5 of the Local Government (General) Amendment Regulations 2023*, Council is required to provide the following differential rate comparison information, detailing what rates would have been payable for your property under each differential class.

Differential	Rates in \$	Total
Residential Improved	0.002111	\$2,596.53
Business, Industrial & Commercial	0.002111	\$2,596.53
Business, Industrial & Commercial Bannockburn	0.002744	\$3,375.12
Farm Land	0.001583	\$1,947.09
Vacant land (non-farm)	0.004327	\$5,322.21
Vacant land (non-developable)	0.002111	\$2,596.53

Privacy Statement

Golden Plains Shire Council will comply with the Information Privacy and Health Privacy Principles as set out in the *Privacy and Data Protection Act 2014*. To change or view your personal information, please contact Council's Customer Experience team at 5220 7111.

Emergency Services Volunteer Fund (ESVF)

For general enquiries regarding the ESVF, contact the Victorian Department of Government Services ESVF support line 1300 819 033.

Listed Owners

C J OATES, B E OATES

Customer Hubs

2 Pope Street, Bannockburn, VIC 3331

19 Heales Street, Smythesdale, VIC 3351

goldenplains.vic.gov.au

enquiries@gplains.vic.gov.au

5220 7111

1300 363 036

Information Statement Part A

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

INSTALLATION NUMBER: 15645009 **APPLICATION NUMBER:** 526474 **DATE:** 14/05/2026
PROPERTY ADDRESS: 894 MIDLAND HWY, BATESFORD, VIC 3213
YOUR REFERENCE: 252223CB
OWNER: CJ & BE OATES
COMMENTS: **Comments**

The following service charges are applicable for the abovenamed property for the period 01/04/2026 to 30/06/2026. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Water Service Charge	37.12	0.00	37.12
Total Service Charge	\$ 37.12	0.00	37.12

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

Charges Due & Payable

	Value	GST	Price
Water Service Charge	37.12	0.00	37.12
Credit to 23/12/2024	-163.38	0.00	-163.38
TOTAL DUE	\$ -126.26	0.00	-126.26

Important Information

Account Not Yet Issued For Service And Volume Charges.

The water meter for this property was last read on 16/03/2026. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

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

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

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

*** PLEASE NOTE: Verbal confirmation will not be given after 13/07/2026. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 13/07/2026 and a fee will be payable.**

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

Manager Customer Centre

Information Statement Part B

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

14-05-2026

Carolyn Bayes C/- GXS
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 894 MIDLAND HIGHWAY BATESFORD 3213

I refer to your application received at this office on 12/05/2026. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

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

Our Ref: EC526474

Your Ref: 252223CB

Agent Ref: 80507971-018-4

Yours faithfully.

Manager Customer Centre

INFORMATION STATEMENT


Issued pursuant to S. 158 of the *Water Act (1989)* showing Orders, Rates and Charges due to be paid to Southern Rural Water (SRW) with respect to the land described here under.

SRW Reference:	25-1848298
Your Reference:	
Date:	29 January 2025

Applicant: Jaimee Clark Mann Legal
jaimee@mannlegal.com.au

Vendor Name(s):	Address:
Colin James Oates Bryan Edward Oates	894 Midland Highway BATESFORD

SRW service applicable to this property: (refer overleaf for details)		✓ = Service * = No Service	
Surfacewater Licence	✓x2	Conditional Section 51	*
Groundwater Licence	*	Registration Licence	*
Hazardous Dam	*		

Service Charge Summary 2024/2025:	Amount \$	Payment Reference	Notes
Carried Forward	0.00	Bill Code: 16329	** No notes **
2024/2025 Tariff (Period 1 July 2024 – 30 June 2025)	518.58	Reference: 00719373	
Total Payable Account No. 719137 as at 29 January 2025	\$ 0.00	... BPAY® 	

Any outstanding fee listed above are required to be paid in full prior to any transfer being affected, as outlined in S. 275(1) of the *Water Act 1989*.

IMPORTANT INFORMATION

A Surfacewater or Groundwater licence do not automatically transfer and/or follow a change of ownership of land. Registration licences automatically transfer and/or follow a change of ownership of land.

An application to transfer a licence must be made in the prescribed form and lodged with the Authority together with the prescribed fee* for consideration by SRW. **A licence cannot be transferred without the approval of SRW.**

Current water usage may not have been included in this statement. Should you require a meter reading please submit an application ensuring to give adequate notice and lodge with the prescribed fee.

* Surfacewater Transfer Fee	\$149.11	* Conditional Section 51 Transfer Fee	\$149.11
* Groundwater Transfer Fee	\$149.11	* Part Transfer of a Licence Fee	\$677.22
* Registration Transfer Fee	\$149.11	* Special Meter Reading Fee	\$136.66

You should otherwise make your own enquiries to the vendor / landowner in respect to any land detailed in this Information Statement.



Alisha Clark
Manager Water Licensing

NOTE: The information provided is current as at the date of this statement and is provided in good faith.

INFORMATION STATEMENT (continued)

Service Details

Service No:	BEE025299 & WLE034843	Licence Expiry:	30/06/2034
Service Type:	Licence to take and use Surfacewater and to operate works (Moorabool) - (Unregulated)		
Licensed Volume (Megalitres):	3.8 ML		
Purpose:	Irrigation		
Encumbrances / Outstanding Works:	Particular conditions - BEE025299 Unless otherwise directed by the Authority fees are only applicable upon transfer to another person, property or dam. Unless otherwise directed by the Authority water can only be used from this dam for commercial irrigation purposes during the period of a declared drought in your area. Particular conditions - WLE034843 Unless otherwise directed by the Authority fees are only applicable upon transfer to another person, property or dam.		

Land Description:						
Lot	Plan	Section	Crown Allotment	Parish	Volume	Folio
1	TP82246	-	-	-	10088	242

Service No:	BEE027790 & WLE034942	Licence Expiry:	30/06/2027
Service Type:	Licence to take and use Surfacewater and to operate works (Moorabool) - (Unregulated)		
Licensed Volume (Megalitres):	7.4 ML		
Purpose:	Irrigation		
Encumbrances / Outstanding Works:	Nil		

Land Description:						
Lot	Plan	Section	Crown Allotment	Parish	Volume	Folio
1	TP082246	-	-	-	10088	242

Annual Tariff Description: (subject to annual review)	Volume ML	Rate \$	Amount \$
Licence Fixed Charge Component	1.0	418.90	418.90
Licence Variable Charge Component per ML of Licence Volume	7.4	13.47	99.68
Total Charges 2024/2025			\$ 518.58

 Post Office Box 153
Maffra Victoria, 3860

 srw@srw.com.au
 1300 139 510

 www.srw.com.au
ABN: 70 801 473 421

statement of account

THIS INVOICE IS FOR A GST FREE SUPPLY
ABN: 70 801 473 421



Water Services Statement of Account 2024-2025 - Annual

Post Office Box 153
88 Johnson Street
Maffra Victoria, 3860

Phone 1300 139 510
Fax (03) 5139 3150
Email srw@srw.com.au
Website www.srw.com.au

For all enquiries, including emergencies, please call 1300 139 510

Period: 1 July 2024 - 30 June 2025

Colin J & Bryan E Oates
10 JAMES COOK DRV
HIGHTON VIC 3216

Account No. **719137**
Statement Date 17/10/2024

ACCOUNT SUMMARY

Last Statement	\$500.47
Payments Received	\$-500.47
Adjustments	\$0.00
Interest	\$0.00
Other charges raised	\$0.00
Carried Forward Payable Now	\$0.00

CURRENT CHARGES (See over for details)

Surfacewater Licence Fixed Charge Component	\$418.90
Surfacewater - Licensed Volume per ML	\$99.68

Payment made within the last 14 days may not appear on this account.
Interest will be charged at 6.2% on any amount outstanding, effective from the due date.

Total of Current Charges **\$518.58**


Please pay Total Payable by Due Date
or join the Instalment Plan by paying
the 1st Instalment as shown:

Pay by Instalments OR

Instalment	\$	Due by
1st	\$129.66	20/11/2024
2nd	\$129.64	20/01/2025
3rd	\$129.64	20/03/2025
4th	\$129.64	20/05/2025

Total Payable **\$518.58**

Due date **20/12/2024**

 To have your notices emailed
Register at srw.enotices.com.au
Reference No: 5061F2F4CF

HOW TO PAY

...in person

Pay in person at
Southern Rural Water's office.
88 Johnson Street, Maffra
9:00am - 4:00pm (Mon-Fri)
Cheque, money order, EFTPOS,
credit cards accepted.

...by mail

Detach payment slip and mail with
your cheque or money order to:
Southern Rural Water
PO Box 153
MAFFRA, VIC 3860

...Australia Post


 Post Billpay
Bill Code: **0334**
Ref: **007191373**

 in person at any post office

 by Phone 13 1816

 on the Internet postbillpay.com.au

...BPAY®

 Bill Code: **16329**
Ref: **007191378**

BPAY® this payment using Internet or phone banking
BPAY View® - View & pay this bill using internet banking
BPAY View® Registration No. **007191378**

Colin J & Bryan E Oates

Account No: 719137

payment slip

Pay the Total Payable of:

\$518.58 by: **20/12/2024**

OR

1st Instalment of:

\$129.66 by **20/11/2024**



AUSTRALIA POST *334 007.19137 3

charge details

Surfacewater Licence Fixed Charge Component

BEE027790 Surfacewater (737100)

Surfacewater - Licensed Volume per ML

BEE027790 Surfacewater (737100)

Qty	Cost (Annual)	Total
1.0	\$418.90	\$418.90
		\$418.90
7.4	\$13.47	\$99.68
		\$99.68
Total Current Charges		\$518.58

Important notes

PAYMENT DIFFICULTIES

If you are experiencing difficulties paying this account, please call 1300 139 510 to discuss with our friendly staff.

IRRIGATION CHARGES

If this account contains charges relating to an irrigation service, failure to pay may result in discontinuation of water supply.

CHANGING YOUR DETAILS

Please advise in writing any changes of address or ownership details, to:

PO Box 153
Maffra, VIC 3860

ENERGY AND WATER OMBUDSMAN (VICTORIA)

Southern Rural Water is pleased to help you in any matter regarding our services. If you have any concerns, please call us on 1300 139 510.

If we are unable to resolve the matter, you can call the Energy and Water Ombudsman (Victoria) on FREECALL 1800 500 509 or at www.ewov.com.au.

PRIVACY DISCLAIMER

Under the terms of its Privacy Policy, Southern Rural Water may disclose any information held by it in relation to a customer to any person for the purposes related to the collection of overdue payments.

DON'T DRINK THE WATER

Water supplied by Southern Rural Water is **NOT** for any use which may involve human consumption, directly or indirectly, without first being properly treated.

CONCESSIONS

Concessions are available on domestic water charges for holders of valid concession cards. Call 1300 139 510 for details.

LICENCE CHARGES

If this account contains charges relating to a licence, failure to pay may result in cancellation of that licence.



If you require an interpreter, call the Translating and Interpreting Service on 131 450. Charges apply.

If you are deaf, or have a hearing impairment or speech impairment, contact us through the National Relay Service on 133 677 (TTY) or 1300 555 727 (Speak and Listen).

FAMILY VIOLENCE HOTLINE:
1300 654 059.

Zero tolerance to water theft

We want to support fair water for everyone, and that's why we are committed to investigating every instance where someone takes more water than they are entitled to.

Scan the QR code to find out more.

<https://www.srw.com.au/compliance>



COPY OF RECORD IN THE VICTORIAN WATER REGISTER LICENCE TO OPERATE WORKS

under Section 67 of the 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.

This licence does not remove the need to apply for any authorisation or permission necessary under any other Act of Parliament with respect to anything authorised by the works licence.

Water used under this licence is not fit for any use that may involve human consumption, directly or indirectly, without first being properly treated.

This licence is not to be interpreted as an endorsement of the design and/or construction of any works (including dams). The Authority does not accept any responsibility or liability for any suits or actions arising from injury, loss, damage or death to person or property which may arise from the maintenance, existence or use of the works.

Each person named as a licence holder is responsible for ensuring all the conditions of this licence are complied with.

This licence authorises its holders to operate the described works, subject to the conditions.

Licence Holder(s)

COLIN JAMES OATES of 10 JAMES COOK DRIVE HIGHTON VIC 3216

BRYAN EDWARD OATES of 10 JAMES COOK DRIVE HIGHTON VIC 3216

Licence Contact Details

BE & CJ OATES

10 JAMES COOK DRIVE
HIGHTON VIC 3216
AU

Licence Details

Expiry date	30 Jun 2027
Status	Active
Authority	Southern Rural Water
Name of waterway or aquifer	MOORABOOL R BELOW 3C-Moorabool
Water system	Moorabool

Summary of Licensed Works

The details in this section are a summary only. They are subject to the conditions specified in this licence.

<i>Works ID</i>	<i>Works type</i>	<i>Use of water</i>
WRK041981	Pump	Irrigation

Description of Licensed Works

WORKS ID WRK041981

Works type Pump

Extraction Details

Service point/s SP082224 MB3C.137
Use of water Irrigation - as well as domestic and stock use, dairy use, and general non-irrigation farm use

Works location

<i>Easting</i>	<i>Northing</i>	<i>Zone MGA</i>
264140	5774690	Zone 54

Land description

Volume 10088 Folio 242
Lot 1 of Plan TP082246R

Property address

BALLARAT RD BATESFORD 3221

Related Instruments

Related entitlements BEE027790

Related water-use entities Nil

Application History

<i>Reference</i>	<i>Type</i>	<i>Status</i>	<i>Lodged date</i>	<i>Approved date</i>	<i>Recorded date</i>
WLV040231	Modify	Approved	14 Dec 2012	15 Dec 2012	
PTN011639	Name and address amendment	Recorded	11 Dec 2012	14 Dec 2012	14 Dec 2012
WLI553351	Issue	Approved	29 Aug 2009	29 Aug 2009	

Conditions

Licence WLE034942 is subject to the following conditions:

Preventing pollution

- 1 Water must not be taken through the works if the Authority reasonably believes fuel, or lubricant, or any other matter used in connection with works and appliances associated with this licence, is at risk of contaminating a waterway, or aquifer, or the riparian or riverine environment.
- 2 The licence holder must construct and maintain bund walls around any hydrocarbon-fuel-driven engine, motor, fuel storage, or chemical storage used in connection with this licence, in accordance with the timeframe, specifications, guidelines and standards prescribed by the Authority.

Method of taking

- 3 The licence holder must at all times provide the Authority with safe access to inspect all works and appliances used to take water under this licence.

Rosters and restrictions

- 4 When directed by the Authority, water must be taken in accordance with the rosters and restrictions determined by the Authority, and advised to the licence holder.

Metering of water taken and used

- 5 Water may need to be taken through a meter if requested by the Authority.
- 6 The licence holder must not, without the consent of the Authority, interfere with, disconnect or remove any meter used for the purposes of the licence.
- 7 The Authority may, if it deems necessary, make an estimate of the total volume of water taken under this licence.

Operation and maintenance

- 8 Water may only be taken through the works at the specified location.
- 9 The licence holder must keep all works, appliances and dams associated with this licence, including outlet pipes and valves, in a safe and operable condition, and free from obstacles and vegetation that might hinder access to works.
- 10 Water may only be taken through the works if the works are sited, constructed, operated and maintained to the satisfaction of the Authority.
- 11 Works must not be altered, removed or decommissioned without a licence that authorises alteration, removal or decommissioning.

Protecting biodiversity

- 12 Water must not be taken through the works if the Authority reasonably believes that the taking of water, through the works and appliances associated with this licence, is at risk of causing damage to the environment.
- 13 The licence holder must, if required by the Authority, remedy any damage to the environment that in the opinion of the Authority is a result of the installation, operation or maintenance of the works.

Fees and charges

- 14 The licence holder must, when requested by the Authority, pay all fees, costs and other charges under the Water Act 1989 in respect of this licence.

END OF COPY OF RECORD

COPY OF RECORD IN THE VICTORIAN WATER REGISTER TAKE AND USE LICENCE

under Section 51 of the 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.

This licence does not remove the need to apply for any authorisation or permission necessary under any other Act of Parliament with respect to anything authorised by the take and use licence.

Water used under this entitlement is not fit for any use that may involve human consumption, directly or indirectly, without first being properly treated.

The Authority does not guarantee, by the granting of the licence, that the licensee will obtain any specific quantity or quality of water. The Authority is not liable for any loss or damage suffered by the licensee as a result of the quantity of water being insufficient or the quality of the water being unsuitable for use by the licensee at any particular time or for any particular purpose.

This take and use licence entitles its holders to take and use water as set out under the licence description, subject to the conditions that are specified.

Licence Holder(s)

COLIN JAMES OATES of 10 JAMES COOK DRIVE HIGHTON VIC 3216
BRYAN EDWARD OATES of 10 JAMES COOK DRIVE HIGHTON VIC 3216

Licence Contact Details

BE & CJ OATES

10 JAMES COOK DRIVE
HIGHTON VIC 3216
AU

Gully Licence/Dam ?

Licence Description

Expiry date	30 Jun 2027
Status	Active
Authority	Southern Rural Water
Name of waterway, aquifer or works	MOORABOOL R BELOW 3C-Moorabool
Water system type	Unregulated waterway, spring or run-off
River basin or groundwater unit	Moorabool
Licence volume	7.4 megalitres
Licence volume adjusted for temporary trade	7.4 megalitres
Method of taking	Direct extraction from surfacewater
Period during which water can be taken	01 Jul - 30 Jun inclusive
Use of water	Irrigation - as well as domestic and stock use, dairy use, and general non-irrigation farm use
Trading Zone	Surface water - Moorabool

Licence Volume Details

Licence volume 7.4 megalitres
Licence volume adjusted for temporary trade 7.4 megalitres

Temporary volume transaction details

Approval date *Volume traded (ML)* *Expiry date*
Nil

Extraction Point Details

Easting *Northing* *Zone MGA* *Location description*
264140 5774690 Zone 54 Nil

Land on which the Water is to be Used

Land description

Volume 10088 Folio 242
Lot 1 of Plan TP082246R

Property address

BALLARAT RD BATESFORD 3221

Maximum area to be irrigated 1.20 hectares

Related Instruments

Related entitlements Nil

Related works licences WLE034942

Other related entities Nil

Application History

<i>Reference</i>	<i>Type</i>	<i>Status</i>	<i>Lodged date</i>	<i>Approved date</i>	<i>Recorded date</i>
BER012815	Modify	Approved	14 Dec 2012	15 Dec 2012	
PTN011639	Name and address amendment	Recorded	11 Dec 2012	14 Dec 2012	14 Dec 2012
BEI477813	Issue	Approved	29 Aug 2009	29 Aug 2009	

Conditions

This take and use licence is subject to the following conditions:

Method of taking

- 1 Water may only be taken under this licence if it is taken by the method specified in this licence.
- 2 The licence holder must at all times provide the Authority with safe access to inspect all works and appliances used to take water under this licence.

Take location

- 3 Water may only be taken under this licence if it is taken at the location specified in the licence under "extraction point details".

Take volume and rate

- 4 The volume of water taken under this licence in any twelve-month period from 1 July to 30 June must not exceed the licence volume, less any volume that has been temporarily transferred to another person or location.
- 5 The maximum volume that may be taken under this licence in any one day is 0.50 megalitres per day.

Temporary transfers to the licence holder

- 6 If there has been a temporary transfer of another licence to take water at the location, and use water on the land, specified in this licence:
 - a) the extra volume of water taken must not exceed the volume transferred, and
 - b) all the conditions of this licence apply to the taking and using of water consequential to the transfer.

Take period

- 7 Unless otherwise directed by the Authority, water may be taken at any time between 1 July and 30 June.

Rosters and restrictions

- 8 When directed by the Authority, water must be taken in accordance with the rosters and restrictions determined by the Authority, and advised to the licence holder.

Metering of water taken and used

- 9 Water may need to be taken through a meter if requested by the Authority.
- 10 The licence holder must not, without the consent of the Authority, interfere with, disconnect or remove any meter used for the purposes of the licence.
- 11 The Authority may, if it deems necessary, make an estimate of the total volume of water taken under this licence.

Use of water

- 12 Water taken under this licence may only be used on the land, and for the purposes, specified in the licence.
- 13 The licence holder must at all times provide the Authority with safe access to inspect the land on which water is licensed to be used.

Managing drainage disposal

- 14 Where water use results in drainage from the land specified in the licence, that drainage water must be disposed in ways that meet with the standards, terms and conditions adopted from time to time by the Authority.

Fees and charges

- 15 The licence holder must, when requested by the Authority, pay all fees, costs and other charges under the Water Act 1989 in respect of this licence.

END OF COPY OF RECORD

2026 Land Tax Assessment Notice

For land held in joint ownership



7061712017017000001

023

MR COLIN J OATES
10 JAMES COOK DRIVE
WANDANA HEIGHTS VIC 3216

THIS NOTICE IS ISSUED TO YOU ON BEHALF OF:
MR COLIN J OATES
BRYAN E OATES

CUSTOMER NUMBER QUOTE IF YOU CONTACT US	042612145
ASSESSMENT NUMBER THIS CHANGES EVERY YEAR	97192183
ISSUE DATE	13 FEB 2026
TOTAL PAYABLE	\$5,100.00
INTEREST IS CHARGED ON LATE PAYMENTS	

TWO WAYS TO PAY

1 IN FULL

PAY BY 8 MAY 2026

Use the payment methods listed at the bottom of this assessment.




2 INSTALMENTS

SET UP BY 8 MAY 2026

Payment plans must be set up each year using our online system, **AutoPay**. These interest-free payments can be made from your bank account or card. A card payment fee applies. You can choose the frequency, with instalments spread over up to 38 weeks from the issue date.

Choose from the following options:

4 EQUAL INSTALMENTS	MONTHLY INSTALMENTS	FORTNIGHTLY INSTALMENTS
------------------------	------------------------	----------------------------

sro.vic.gov.au/autopay

Manage your land tax online

- View and pay assessments
- Apply for exemptions
- Update property ownership

sro.vic.gov.au/mylandtax


Paul Broderick
Commissioner of State Revenue


PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®

 **Biller Code:** 5249
REF: 97192183


Telephone and internet banking
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.
bpay.com.au

CARD

 **Customer No:** 042612145
REF: 97192183

Visa or Mastercard only
Pay via our website or phone 13 21 61. A card payment fee applies.
sro.vic.gov.au/paylandtax

AUSTRALIA POST

 **Post Billpay** **\$5,100.00**

Pay in-store
Take this notice to any Australia Post.
State Revenue Office (VIC) payment


***382 400 0097192183 4**

Summary of assessment

Assessment number: 97192183

Period of assessment: 1 January 2026 to 31 December 2026

Land tax applies to land you owned on 31 December 2025 and is not adjusted or pro-rated throughout the year.

2026 calculation

Total taxable value	\$1,050,000.00
Total calculation of land tax	\$5,100.00
2026 tax payable	\$5,100.00

For land tax rates, visit sro.vic.gov.au/landtaxrate

CURRENT LAND TAX RATES

YOUR total taxable value (refer Statement of lands)	YOUR land tax payable calculation rate (refer blue row highlighted below)
< \$50,000	Nil
\$50,000 to < \$100,000	\$500
\$100,000 to < \$300,000	\$975
\$300,000 to < \$600,000	\$1,350 plus 0.3% of amount > \$300,000
\$600,000 to < \$1,000,000	\$2,250 plus 0.6% of amount > \$600,000
\$1,000,000 to < \$1,800,000	\$4,650 plus 0.9% of amount > \$1,000,000
\$1,800,000 to < \$3,000,000	\$11,850 plus 1.65% of amount > \$1,800,000
\$3,000,000 and over	\$31,650 plus 2.65% of amount > \$3,000,000

ABOUT LAND TAX

Land tax is calculated using site valuations provided by the Valuer-General Victoria.

Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

sro.vic.gov.au/landtax

AMENDING DETAILS

You can update your details online:

- change your address
- update your contact details
- claim an exemption
- update land ownership details

sro.vic.gov.au/mylandtax

YOUR RIGHT TO OBJECT

If you have a concern about your assessment, there are different ways to object depending on what aspect you disagree with.

VALUATIONS

If you disagree with the valuation of your property, you can lodge an objection online within **2 months** of receiving your assessment. The Commissioner of State Revenue has no discretion to accept late objections.

sro.vic.gov.au/valueobjection

OTHER OBJECTIONS

If you disagree with another aspect of your assessment, you can lodge a written objection within **60 days** of receiving your assessment. An objection is a formal avenue of dispute resolution requiring you to explain the grounds of your objection.

sro.vic.gov.au/assessment

OUTSTANDING LAND TAX

The land tax on this assessment does not include land tax owing from prior years.

INTERPRETING SERVICE

For languages other than English, contact the free Translating and Interpreting Service on 13 14 50.

JOINT OWNERS

As a joint and individual owner of land, you may receive more than one assessment. For information about how we assess joint owners visit sro.vic.gov.au/jointowners

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

Assessment number: 97192183

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

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

Item	Address/Municipality	Land ID/References	Single holding tax [†]	Proportional tax ^{††}	Taxable value
1	894 MIDLAND HWY, BATESFORD, 3221 GOLDEN PLAINS	023635664 1 T82246	\$5,100.00	\$5,100.00	\$1,050,000
Total taxable value					\$1,050,000

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

Penalties for failing to notify of errors and omissions

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

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

[†]SINGLE HOLDING TAX

^{††}PROPORTIONAL TAX

This is the amount of tax you would pay on the one property. This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Jaimee Clark
40 Myers St
GEEELONG 3220

Client Reference: 252223 CB

NO PROPOSALS. As at the 15th August 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®.

894 MIDLAND HIGHWAY, BATESFORD 3213
GOLDEN PLAINS SHIRE

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

Date of issue: 15th August 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77777969 - 77777969101536 '252223 CB'

From www.land.vic.gov.au at 28 January 2025 12:25 PM

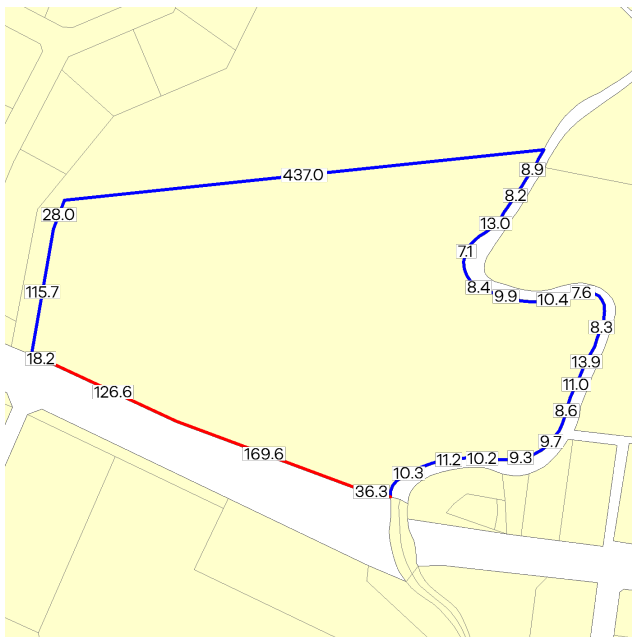
PROPERTY DETAILS

Address: **894 MIDLAND HIGHWAY BATESFORD 3213**
Lot and Plan Number: **Lot 1 TP82246**
Standard Parcel Identifier (SPI): **1\TP82246**
Local Government Area (Council): **GOLDEN PLAINS**
Council Property Number: **43600370**
Directory Reference: **Melway 430 C11**

www.goldenplains.vic.gov.au

SITE DIMENSIONS

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



Area: 108409 sq. m (10.84 ha)

Perimeter: 1509 m

For this property:

- Site boundaries
- Road frontages

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

58 overlapping dimension labels are not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **GEELONG**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

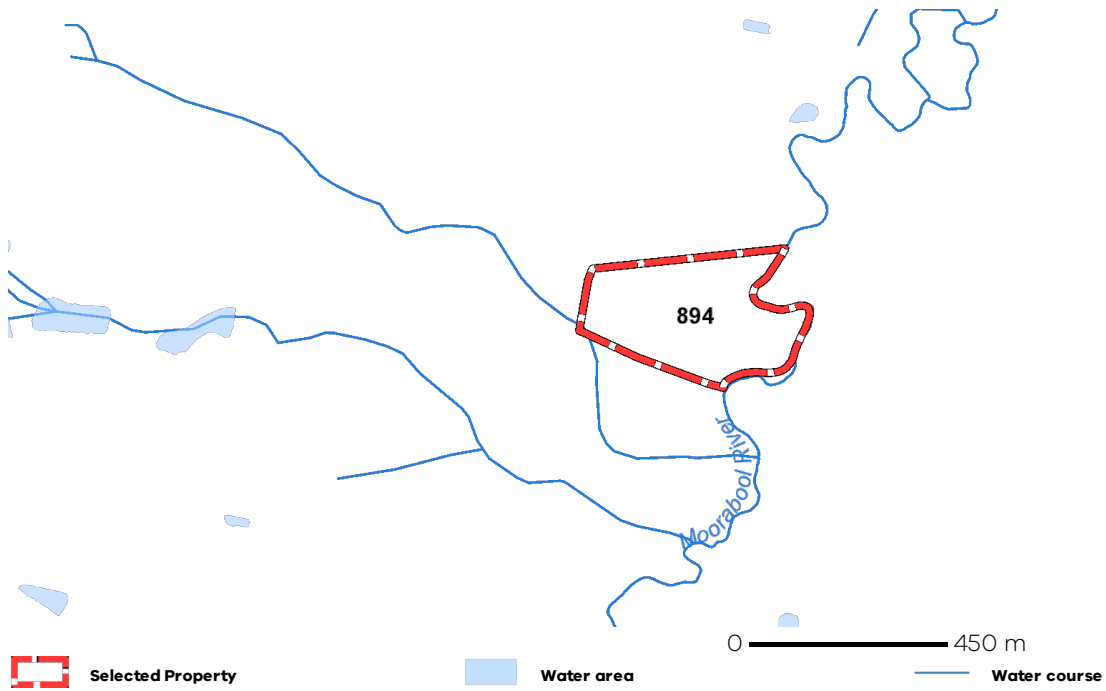
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



From www.planning.vic.gov.au at 28 January 2025 12:25 PM

PROPERTY DETAILS

Address: **894 MIDLAND HIGHWAY BATESFORD 3213**

Lot and Plan Number: **Lot 1 TP82246**

Standard Parcel Identifier (SPI): **1\TP82246**

Local Government Area (Council): **GOLDEN PLAINS** www.goldenplains.vic.gov.au

Council Property Number: **43600370**

Planning Scheme: **Golden Plains** [Planning Scheme - Golden Plains](#)

Directory Reference: **Melway 430 C11**

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Barwon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **GEELONG**

OTHER

Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**

[View location in VicPlan](#)

PLANNING SUMMARY

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

Planning Zone [FARMING ZONE \(FZ\) \(GOLDEN PLAINS\)](#)
[SCHEDULE TO THE FARMING ZONE \(FZ\) \(GOLDEN PLAINS\)](#)

Planning Overlay [ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\) \(GOLDEN PLAINS\)](#)
[ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 3 \(ESO3\) \(GOLDEN PLAINS\)](#)
[FLOODWAY OVERLAY \(FO\) \(GOLDEN PLAINS\)](#)
[FLOODWAY OVERLAY SCHEDULE \(FO\) \(GOLDEN PLAINS\)](#)
[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\) \(GOLDEN PLAINS\)](#)
[LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE \(LSIO\) \(GOLDEN PLAINS\)](#)
[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\) \(GOLDEN PLAINS\)](#)
[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 18 \(SLO18\) \(GOLDEN PLAINS\)](#)
[BUSHFIRE MANAGEMENT OVERLAY \(BMO\) \(GREATER GEELONG\)](#)
[BUSHFIRE MANAGEMENT OVERLAY \(BMO\) \(GOLDEN PLAINS\)](#)
[DESIGN AND DEVELOPMENT OVERLAY \(DDO\) \(GOLDEN PLAINS\)](#)
[DEVELOPMENT PLAN OVERLAY \(DPO\) \(GOLDEN PLAINS\)](#)
[HERITAGE OVERLAY \(HO\) \(GREATER GEELONG\)](#)
[HERITAGE OVERLAY \(HO\) \(GOLDEN PLAINS\)](#)

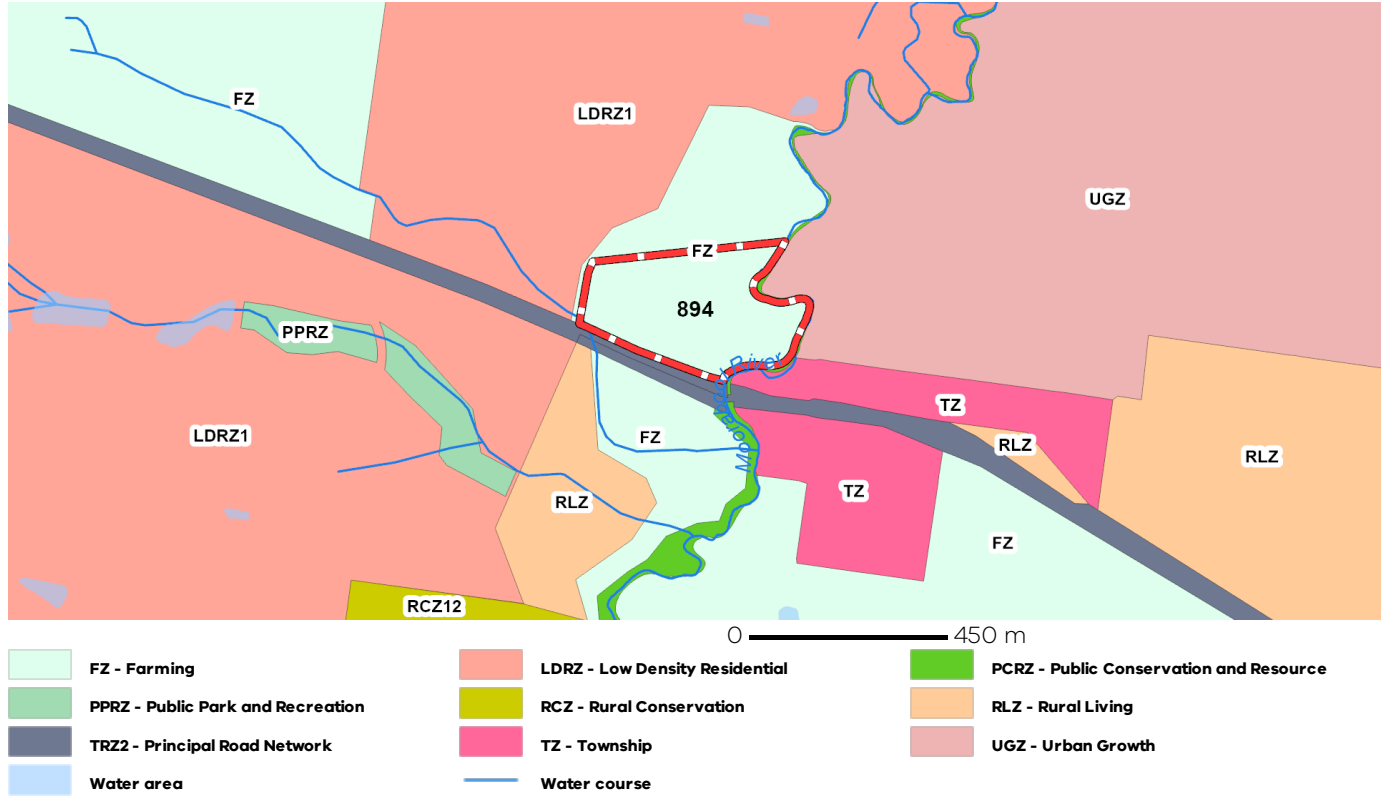
Areas of Aboriginal Cultural Heritage Sensitivity

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

Planning Zones

FARMING ZONE (FZ) (GOLDEN PLAINS)

SCHEDULE TO THE FARMING ZONE (FZ) (GOLDEN PLAINS)

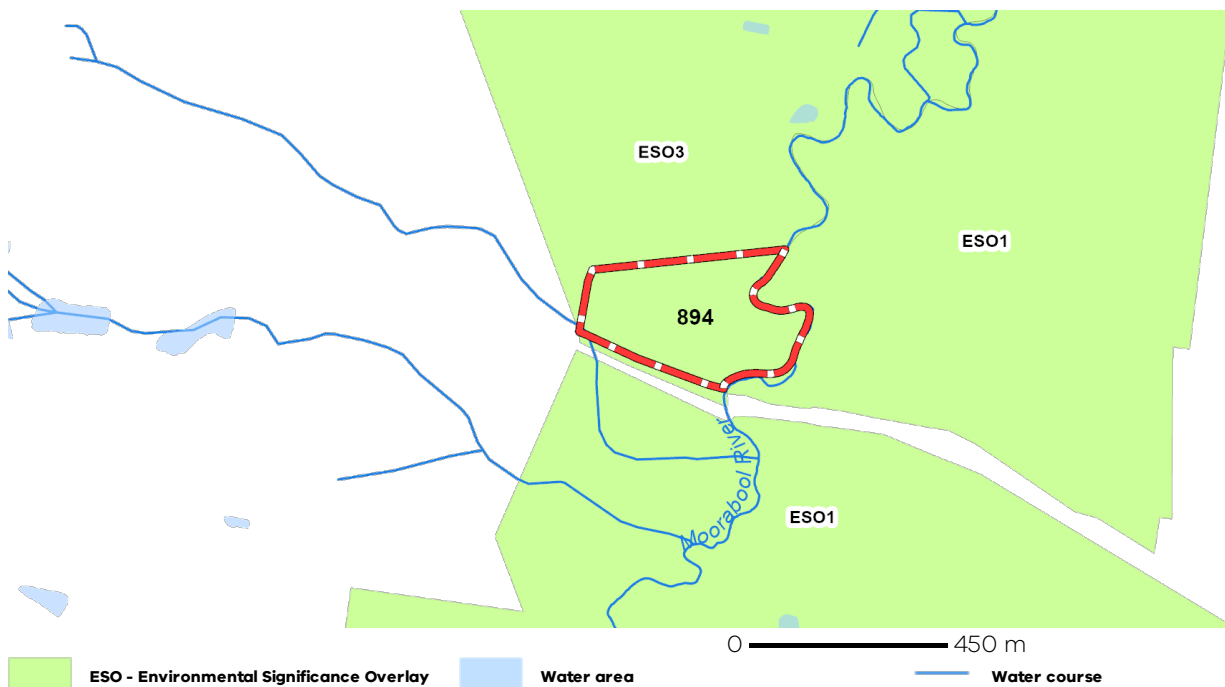


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) (GOLDEN PLAINS)

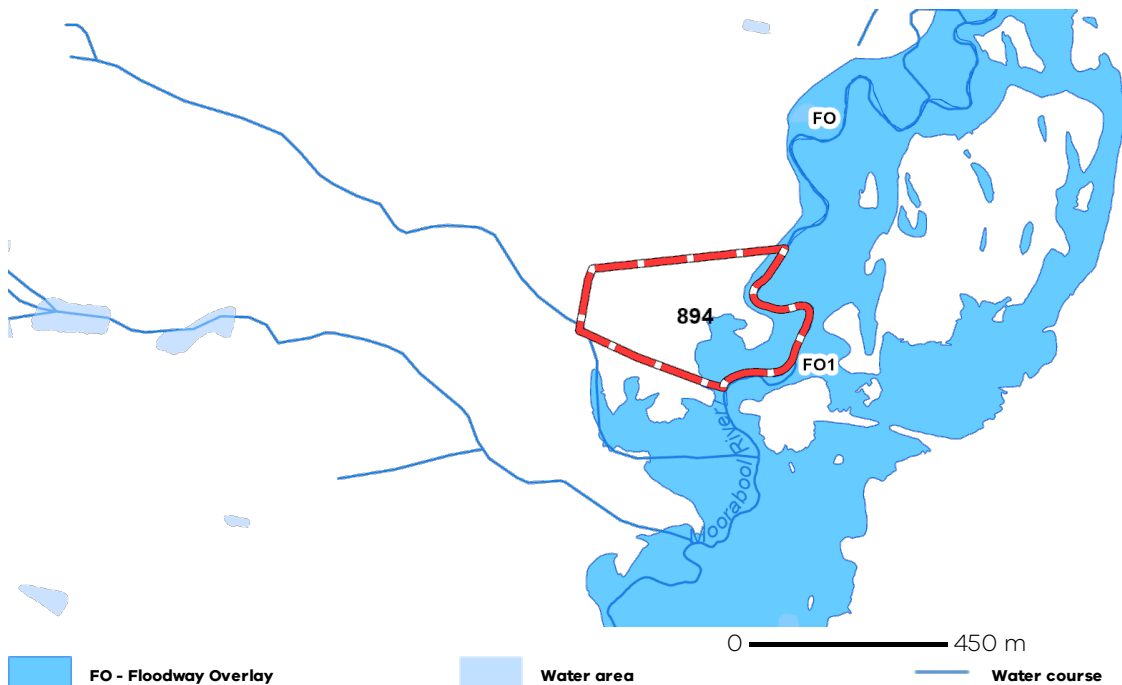
ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 3 (ESO3) (GOLDEN PLAINS)



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

FLOODWAY OVERLAY (FO) (GOLDEN PLAINS)

FLOODWAY OVERLAY SCHEDULE (FO) (GOLDEN PLAINS)

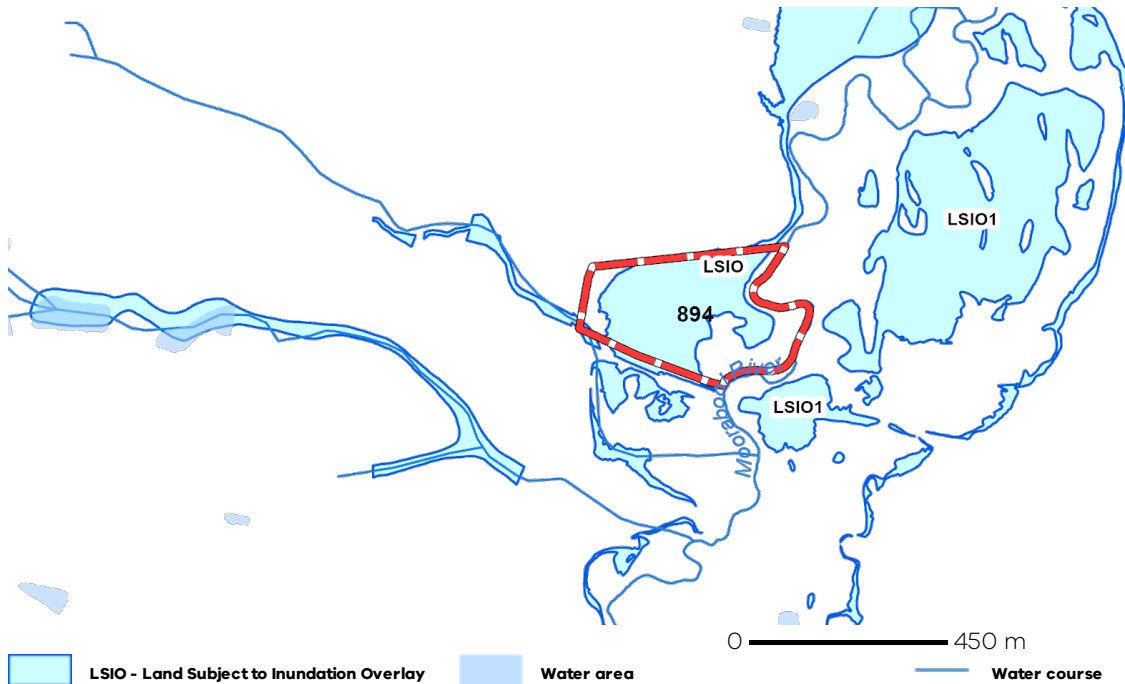


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO) (GOLDEN PLAINS)

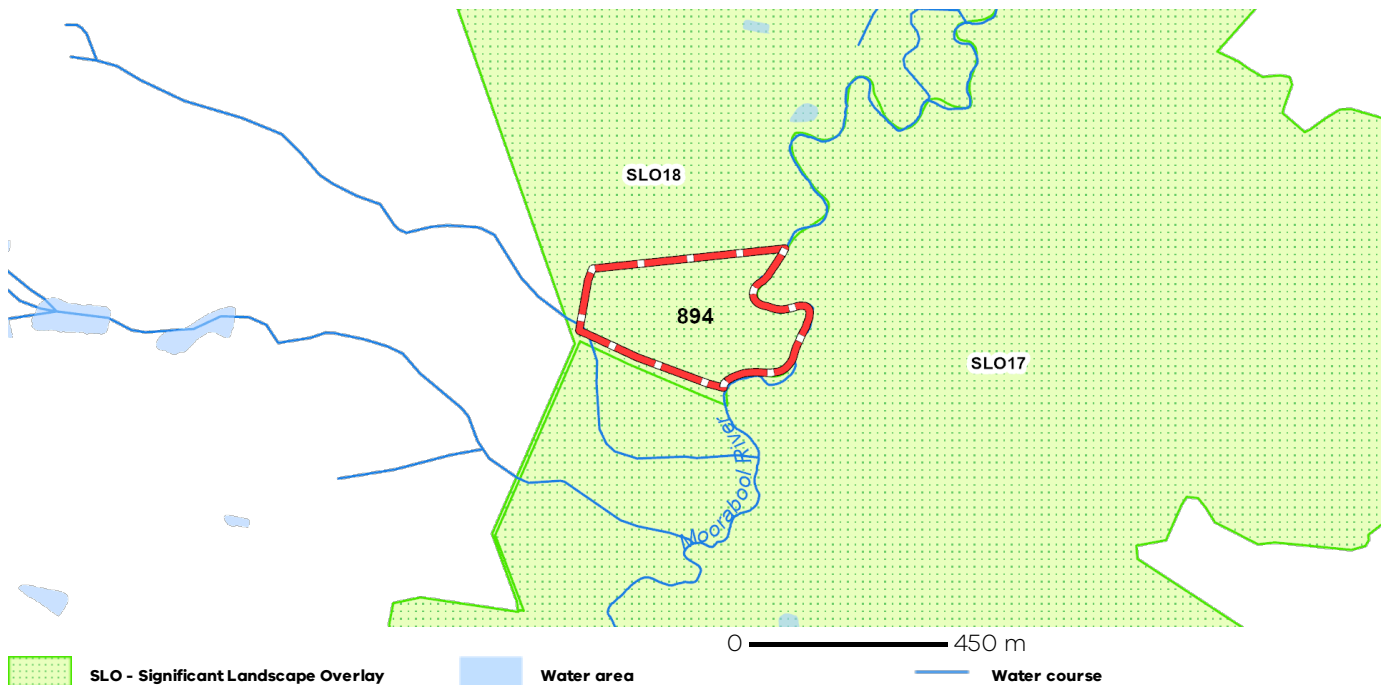
LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO) (GOLDEN PLAINS)



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

SIGNIFICANT LANDSCAPE OVERLAY (SLO) (GOLDEN PLAINS)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 18 (SLO18) (GOLDEN PLAINS)



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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[BUSHFIRE MANAGEMENT OVERLAY \(BMO\) \(GREATER GEELONG\)](#)

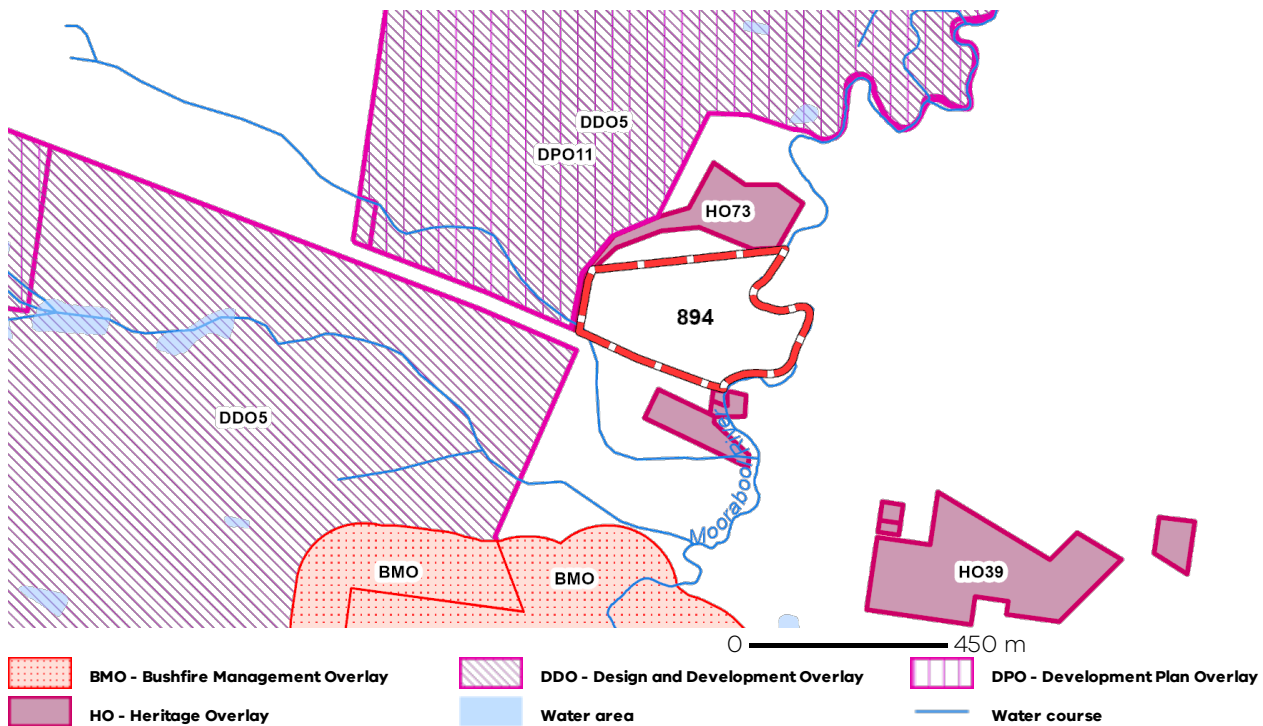
[BUSHFIRE MANAGEMENT OVERLAY \(BMO\) \(GOLDEN PLAINS\)](#)

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\) \(GOLDEN PLAINS\)](#)

[DEVELOPMENT PLAN OVERLAY \(DPO\) \(GOLDEN PLAINS\)](#)

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

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



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

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.

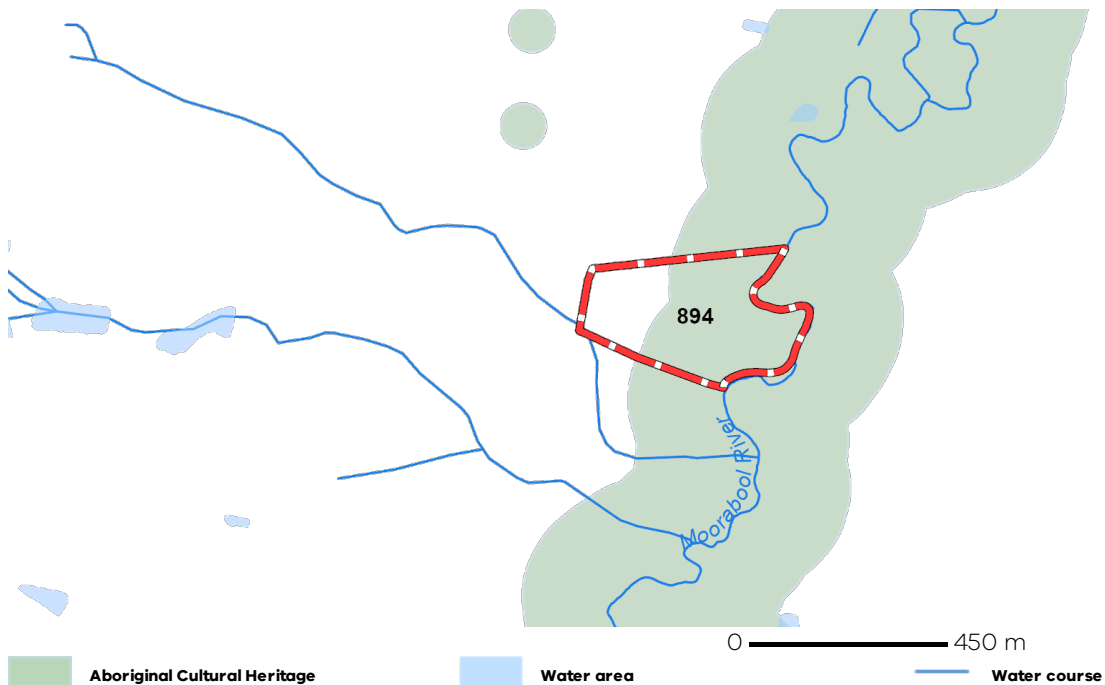
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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/aavQuestion1.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>



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>

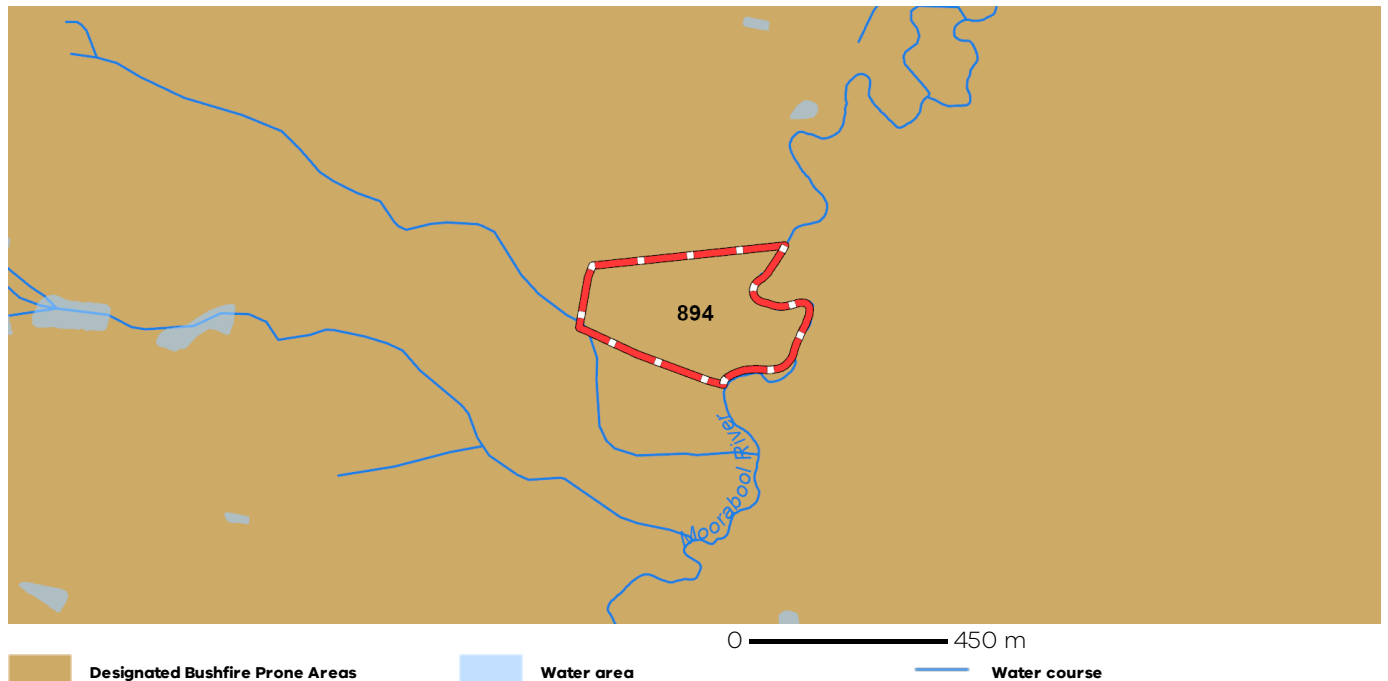
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 \(environment.vic.gov.au\)](#)

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.

(04/10/2016)