
Brenda Maree Allen and Rodney Francis Lane

Contract of Sale

**Property: 60 Cross Street
BATESFORD VIC 3213**



**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 Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **60 CROSS STREET, BATESFORD VIC 3213**

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on //2024

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on //2024

Print name(s) of person(s) signing: BRENDA MAREE ALLEN AND RODNEY FRANCIS LANE

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

the contract of sale and the day on which you become the registered proprietor of the lot.

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.

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.

A substantial period of time may elapse between the day on which you sign

Particulars of sale**Vendor's estate agent**

Name:	Charles Stewart & Co Real Estate		
Address:	15 Triumph Court, Highton VIC 3216		
Email:	arice@charlesstewart.com.au		
Tel:		Mob: 0457 105 500	Ref: Andrew Rice

Vendor

Name:	Brenda Maree Allen and Rodney Francis Lane
Address:	60 Cross Street, Batesford VIC 3213
ABN/ACN:	

Vendor's legal practitioner or conveyancer

Name:	Regional Conveyancing		
Address:	Shop 2, 127 Shannon Avenue, Manifold Heights VIC 3218		
Email:	reception@regionalconveyancing.com		
Tel:	03 52232222	Fax:	Ref: 24-4759 Rachael Coumans

Purchaser

Name:	
Address:	
ABN/ACN:	

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11027 Folio 723	1	910659C

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: 60 Cross Street, Batesford VIC 3213

Goods sold with the land (general condition 2.3(f)) (list or attach schedule) - All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature. – Vacant Land

Payment (general condition 11)

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

GST (general condition 13)

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

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

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

Settlement (general condition 10)

is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

If '**Subject to Lease**' then particulars of the lease are:

Not Applicable

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

~~**Loan** (general condition 14)~~

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

~~Lender: _____~~

~~Loan amount: _____ Approval date: _____~~

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

Special Conditions

Special Conditions

1. The property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.
2. If the Purchaser shall be or include a company, the company will forthwith upon execution of this Contract of Sale procure the execution by each of its directors of the Guarantee annexed to that part of this Contract of Sale to be held by the Vendor.
3. The Purchaser having been supplied with the Statement required by Section 32 of the *Sale of Land Act* purchases subject to any restrictions imposed pursuant to any planning schemes or interim development orders affecting the said land.
4. The General Conditions are varied as follows:
 - 4.1. In General Condition 5.1(b) the words "exceptions and conditions" are inserted in after the word "reservations".
5. Changes to General Conditions

General Condition 7 is amended by inserting a further general condition 7.3 as follows: "The Purchaser admits that the property as offered for sale and inspected by the Purchaser is identical with that described in the Particulars of Sale."
6. Replacement of General Conditions

General Conditions 31.4 – 31.6 are deleted and replaced with Special Conditions 9 and 13.
7. Exclusions of General Conditions
 - 7.1 General Conditions 15, 20, 21 and 22 do not apply to this Contract.
 - 7.2 The Purchaser acknowledges and accepts that no General Condition or condition of the Particulars of Sale (excluding Special Conditions) shall be deemed as enuring to the benefit of the Purchaser in any objection to Section 27.
8. If this Contract says that the Property is sold to a named purchaser "and/or nominee" (or similar words), the Purchaser may, at least 14 days before the Settlement Date, nominate a substitute or additional purchaser ("Nominee"), but the Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract and must, if requested to do so by the Vendor, execute guarantees and/or provide or have the Nominee provide information and evidence required by the Vendor.
9. Property Sold "As Is"

The Purchaser acknowledges and agrees that it purchases the Property together with any improvements on an "as is" and "where is" basis and therefore:

 - 9.1 as a result of the independent exercise of the Purchaser's own skill and judgement after due inspection and investigation;
 - 9.2 in its present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;
 - 9.3 in the knowledge that the property may contain fill; and
 - 9.4 subject to any obligations that the Purchaser is to assume under the Vendor's Statement (for example under section 7)
 - 9.5 accepts that all structures or improvements (if any) on the Property are contained wholly within the title boundaries of the Property and that no structure or improvements of any adjoining property encroaches over or under the title boundaries to the Property;
 - 9.6 acknowledges that the land offered for sale and inspected by the Purchaser is identical with that described in the title particulars given within the Contract of Sale. The Purchaser shall not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements nor call upon the Vendor to amend title or bear any part of the cost of doing so.

and that no representation or warranty has been made or given by the Vendor or by any person acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

 - 9.7 the marketability, quality or fitness for any purpose of the property or improvements;
 - 9.8 the freedom of the Property from defects, infestations, contaminations or dilapidation;
 - 9.9 the use to which the Property or improvements can lawfully be put;
 - 9.10 whether development of any description may be carried out on the Property; or
 - 9.11 whether the improvements on the Property have been built or placed there in accordance with each approval required by law for the building or placement of those improvements.

10. Subject to Services

Without limiting the generality of the Special Condition 9.1, the Purchaser acknowledges and agrees that the Property is sold, and the Purchaser will take title to the Property subject to, all existing Services (if any). In particular, the Purchaser will not make any requisition, objection, demand or claim for compensation, or rescind or terminate this Contract in respect of any of the following:

- 10.1 the nature, location, availability of any services;
- 10.2 if any service is a joint service with any other land or building;
- 10.3 if any service for any other property or building or any parts or connections for that service pass through the Property;
- 10.4 if any sewer or water main or connection passes through, in or over the Property;
- 10.5 if there is a manhole or vent on the Property; or
- 10.6 if the Property is subject to or has the benefit of any right or easements in respect of the service.

11 Purchasers Buying Unequal Interests

11.1 Proportions

If there is more than one purchaser, it is the Purchaser's responsibility to ensure this Contract currently records the Date of Sale the proportions in which they are buying the Property ("proportions").

11.2 Payment of Duty

If the proportions recorded in the Transfer differ from those recorded in this Contract, it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.

11.3 Indemnity

The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's solicitors against any claims or demands which may be made against any of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in this Contract.

12 Whole Agreement - No Representation

12.1 Whole Agreement

The Purchaser agrees that this Contract and the original Vendor's Statement (as included in this Contract) contain the complete and only agreement between the Vendor, the Vendor's agents and the Purchaser.

12.2 No Representation or Warranty

The Purchaser acknowledges that the agents referred to in this Contract have acted as agents for the Vendor and that, except for any disclosure by the Vendor or their agents to the Purchaser in accordance with the provisions of the *Sale of Land Act 1962 (Vic)*, the Vendor and its agents have not given any information, representation or warranty with the intention or knowledge that it would be relied upon, and no such information, representation or warranty has in fact been relied upon.

13 Goods

13.1 Only goods listed

The Purchaser acknowledges that the only goods sold with the Property or which are included with the Property are those listed in the Particulars of Sale.

13.2 No warranty as to condition, quality

The goods are sold "as is" and no warranty promise or representative is made as to the quality of condition of such goods.

14 FIRB Approval

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

14.2 If there is a breach of the warranty contained in clause 14.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

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

15 Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the Planning Scheme and any other Town Planning Acts or Schemes.

16 The Vendor gives no warranty:

- 16.1 that the improvements erected on the Land or any alterations or additions to the improvements comply with any building legislation. The Purchaser must not make any requisition or objection or claim any compensation in respect of any non-compliance with any building legislation and must not call upon the Vendor to bear all or any part of the cost of complying with any building legislation;
- 16.2 The Vendor does not warrant the improvements purporting to be on the Property are wholly on the Property or that improvements of adjoining owners do not encroach on the Property. The sale is subject to each encroachment (if any) which exists and the Purchaser is not entitled to make requisition, objection or demand, or claim any compensation in relation to it or rescind or terminate this Contract due to any such encroachment. The Purchaser may conduct an identification survey of the Property at the Purchaser's own expense.
- 16.3 that the use to which the Vendor has previously put the Property is permissible.

17 Adjustment of Outgoings (read in conjunction with GC 15)

All rates, taxes, assessments and other outgoings in respect of the land shall be adjusted as at the date of settlement. If the property has any land tax payment attributed to it, the annual payment is to be apportioned at settlement between Vendor and Purchaser and any outstanding Land Tax is to be collected in the Settlement Statement.

EC

18. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 14 applies, if the box is marked "EC"

- 18.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 18.3 Each party must:
- be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - 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
 - 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. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 18.6 Settlement occurs when the workspace records that:
- the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - 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:
- electronically on the next business day; or
 - at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 18.9 The vendor must before settlement:
- deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - 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 Network Operator,
 - deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 18.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be

prepared by the vendor in accordance with general condition 6.

19 GST Withholding

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST act;

Notice to required to be given by Vendor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Withholding required by Purchaser <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<input type="checkbox"/> Withholding payment is required to be made	
<input checked="" type="checkbox"/> No withholding payment for residential premises because	<input type="checkbox"/> No withholding payment for potential residential land because
<input checked="" type="checkbox"/> the premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the purchaser is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	<input type="checkbox"/> the land is existing residential land

20. Swimming Pool and/or Spa (if applicable)

If the Land includes a swimming pool, spa or pond ("Pool"), the Purchaser acknowledges and agrees that;

- (a) The Purchaser, as the new owner of the property, has made its own inquiries regarding the obligations with respect to the pool and any existing or required safety barriers located at the property;
The Purchaser accepts the current condition regarding the pool fencing, being fenced or unfenced.
- (b) From settlement the Purchaser will be responsible to comply with the Building Act 1993 (VIC) and its regulations (including any amendments to The Building Act 1993) in relation to a pool and the required safety barriers;
- (c) The Purchaser shall not make any claim against the Vendor in relation to the pool or any existing or required safety barriers;
- (d) A Purchaser shall indemnify the Vendor against all costs associated with the pool including any existing safety barriers, and
- (e) Neither the Vendor nor the Vendors Estate Agent has made any representations or warranties in relation the pool or any safety barriers.

21. Windfall Gains Tax

Should the sale of the property result in any rezoning between the day of sale and settlement which attracts Windfall Gains Tax (herein after referred to as WGT), the Purchaser will be liable for the payment of any WGT and must pay WGT at settlement or should WGT have been paid by the Vendor, the Purchaser will reimburse this amount in full to the Vendor at settlement.

22. No Land Tax Adjustment

Notwithstanding general condition 23, there shall be no land tax adjustment between the parties. All land tax owing or assessed against the land as at the settlement date shall be payable by the vendor at settlement. The purchaser must still order and provide to the vendor an SRO Land Tax Clearance Certificate, along with the statement of adjustments.

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor (hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set for the in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "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 monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained of 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 said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. 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 moneys interest and all other monies if any payable pursuant to the within 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 moneys or to carry out and perform the obligations herein contained.
- D. 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 monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor: **Brenda Maree Allen and Rodney Francis Lane**
Of 60 Cross Street, Batesford VIC 3213

Purchaser:
Of

Guarantor:
Of

IN WITNESS whereof the said Guarantors have set their hands and seals this

day of 202__

SIGNED SEALED AND DELIVERED by)
))
the said Guarantor)
))
in Victoria in the presence of:)

GENERAL CONDITIONS**CONTRACT SIGNING****1. ELECTRONIC SIGNATURE**

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

TITLE**5. ENCUMBRANCES**

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 (c) any lease referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease 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 in the header of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the

home was carried out in a proper and workmanlike manner; and

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that:

(i) the purchaser intends to use 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 General Conditions Page 12 5429657_2\C

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

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

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

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

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

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

- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay: as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the Transfer of Land Act 1958 before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the Transfer of Land Act 1958.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence. General Conditions Page 13 5429657_2\C
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the Transfer of Land Act 1958.

MONEY

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and (c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.

- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered: General Conditions Page 14 5429657_2\C
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

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

18. ELECTRONIC SETTLEMENT

18.1 Settlement and 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. General Conditions Page 16 5429657_2\c

18.3 Each party must:

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

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers. To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

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

18.6 Settlement occurs when the workspace records that:

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

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

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

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Taxation Administration Act 1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255. 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and General Conditions Page 21 5429657_2\IC
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Taxation Administration Act 1953 (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network. However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14- 255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

TRANSACTIONAL

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000.

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

A party who breaches this contract must pay to the other party on demand: (a) compensation for any reasonably

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

DEFAULT

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Brenda Maree Allen and Rodney Francis Lane

Vendor's Statement

Property: 60 Cross Street, Batesford VIC 3213



Vendor's Statement to the Purchaser of Real Estate Pursuant to Section 32 of the Sale of Land Act 1962 (act)

Vendor	Brenda Maree Allen and Rodney Francis Lane
Property	60 Cross Street, Batesford VIC 3213

32A FINANCIAL MATTERS

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

Provider	Amount (& interest if any)	Period
City of Greater Geelong Council	Per the attached certificate	Per annum
Barwon Region Water	Per the attached certificate	Per quarter
Land Tax (if applicable)	TBA	Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the Vendors Knowledge

Their total does not exceed \$7,000.00

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- None to the Vendors Knowledge

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - As per attached certificate

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-
Not Applicable

32C LAND USE

(a) RESTRICTIONS

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

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

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

(b) BUSH FIRE PRONE AREAS - as shown on the Certificate issued by the Department of Planning and Community Development attached to this Statement.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: City of Greater Geelong Council Planning Scheme
Responsible Authority: City of Greater Geelong Council
Zoning & Planning Overlay/s: See attached certificate/s

32D NOTICES

(a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

(b) 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. None to the Vendors Knowledge

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

32E BUILDING PERMITS

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

Is contained in the attached Certificate/s.

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

Service	If ticked – Service not connected
Electricity supply	<input type="checkbox"/>
Water supply	<input type="checkbox"/>
Sewerage	<input type="checkbox"/>
Gas supply	<input checked="" type="checkbox"/>
Telephone services	<input checked="" type="checkbox"/>

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

32I REPRESENTATIONS AND ACKNOWLEDGEMENTS

The Vendor makes no representations in relation to the condition of the property and the Purchaser relies upon the Purchaser's own enquiries and inspections. Where the property includes a swimming pool or spa the Purchasers acknowledge that the Purchasers have made their own enquiries in relations to the obligations of owners of pools and spas under the *Building Act 1993* and the *Building Regulations* created under the *Building Act 1993* and have not relied on any representations made by the Vendor or the Vendors Agent.

32J TITLE

Attached are the following document/s concerning Title:

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

Certificate of Title Volume 11027 Folio 723
Plan of Subdivision Lot: 1, 1 and 1 on 910659C, 763418S and 763420G

32K TENANCY

Not Applicable

32L SUBDIVISION

32L (1) Unregistered Subdivision

This Section 32L(1) only applies if the land is subject to a subdivision which is not registered
Not Applicable

32L(2) Staged Subdivision

This Section 32L(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

32L(3) Further Plan of Subdivision

This Section 32L(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

32M DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required in Section 32 of the Sale of Land Act but may be included in this Vendor Statement for Convenience)

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

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

Not Applicable

32N DUE DILIGENCE CHECKLIST

The Sale of Land Act 1962 provides that the Vendor or the Vendor's Licenced Estate Agent make a prescribed due diligence checklist available to the 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

Is attached

32O SMOKE ALARMS

The Purchaser is to note that all dwellings and or units are required to be fitted with self-contained smoke alarms in accordance with Regulation 5.14 of the *Building Regulations 1994* within 30 days after:

- (a) In the case of a Contract of Sale other than a Terms Contract (as defined in Section 2 of the *Sale of Land Act 1962*) the date of completion of the Contract; and
- (b) In the case of a Terms Contract, the Purchaser becomes entitled to possession or to the receipts and profits under the Contract.

Vendors Acknowledgement

Upon signing this Vendor Statement, I agree that this Section 32 statement and the documents contained here (including the Register Search Statement) must be updated at the expiration of six calendar months from the date of the Register Search Statement disclosed in this statement. I will not hold Regional Conveyancing, or any subsidiary of Regional Conveyancing, liable if the Vendors Statement has not been updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Regional Conveyancing.

I confirm that this Statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure of all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Regional Conveyancing have only been retained to construct this document in accordance with my instructions and the information and documents provided to them or approved by me.

I certify that I am not aware of:-

- a) Any variation between the said land held in my proprietorship and the land described in the Certificate of Title/s;
- b) Any registered or unregistered encumbrances not disclosed in this document;
- c) Any failure to obtain any necessary planning, building or other permits;
- d) The property being affected by any environmental, landslip, mining, flooding, fill, latent defects, bushfire attack or historical significance issues;
- e) Any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property;
- f) My occupation of any adjacent land which is not contained in the land being sold
- g) Any buildings erected over any easements;
- h) Any rights over any other land (ie: a roadway or walkway) other than those disclosed herein and;
- i) Any proposal in relation to any other land which may directly and currently affect the property being sold.

I acknowledge that I have read this statement, all documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles, notices or documents including, but without limiting the generality of the foregoing, any information, conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1996 as amended and/or any other Act or regulation.

Insurance

I, the Vendor, undertake to keep the property and all improvements thereon, and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

DATE OF THIS STATEMENT

5 | 1 | 10 | 20 | 24

Name of the Vendor

Brenda Maree Allen and Rodney Francis Lane

Signature/s of the Vendor

Rodney Lane
* *Brenda Allen*

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages - S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts - S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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.

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.



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

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

Page 1 of 1

VOLUME 10596 FOLIO 021

Security no : 124117583475D
Produced 20/08/2024 02:38 PM

LAND DESCRIPTION

Lot 1 on Title Plan 763420G.
PARENT TITLE Volume 00961 Folio 013
Created by instrument X542224U 18/06/2001

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
BRENDA MAREE ALLEN of 60 CROSS STREET BATESFORD VIC 3213
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
RODNEY FRANCIS LANE of 60 CROSS STREET BATESFORD VIC 3213
AK518996Y 12/08/2013

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE TP763420G 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: 60 CROSS STREET BATESFORD VIC 3213

ADMINISTRATIVE NOTICES

NIL

eCT Control 17220P REGIONAL CONVEYANCING
Effective from 11/11/2016

DOCUMENT END



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TITLE PLAN		EDITION 1	TP910659C		
LOCATION OF LAND PARISH: MOORPANYAL TOWNSHIP: SECTION: A CROWN ALLOTMENT: CROWN PORTION: 10 (pt) LAST PLAN REFERENCE: DERIVED FROM: DEPTH LIMITATION:		NOTATIONS WATERWAY NOTATION: LAND IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE			
EASEMENT INFORMATION E - ENCUMBERING EASEMENT. R - ENCUMBERING EASEMENT (ROAD). A - APPURTENANT EASEMENT.				THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES Checked by: D.B.B. Date: 31/7/2007 Assistant Registrar of Titles	
Easement Reference	Purpose / Authority	Width (Metres)	Origin		Land benefited / In favour of
Nil					
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> </div> <div style="text-align: center;"> <h2 style="margin: 0;">MIDLAND HIGHWAY</h2> </div> </div> <div style="text-align: center; margin: 20px 0;"> <p>Lot 1 6524 m²</p> </div> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p>MOORABOOL RIVER</p> </div> <div style="text-align: center;"> <p>CROSS STREET</p> </div> </div>					
LENGTHS ARE IN METRES	SCALE —	DEALING / FILE No: AP125254T		DEALING CODE: 15	
			GOVERNMENT GAZETTE No:	SHEET 1 OF 1	



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TITLE PLAN		EDITION 1	TP763420G							
LOCATION OF LAND PARISH: MOORPANYAL TOWNSHIP: SECTION: A CROWN ALLOTMENT: CROWN PORTION: 10 (PART) LAST PLAN REFERENCE: DERIVED FROM: VOL 10596 FOL 021 DEPTH LIMITATION: NIL		NOTATIONS ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN								
EASEMENT INFORMATION E - ENCUMBERING EASEMENT, R - ENCUMBERING EASEMENT (ROAD), A - APPURTENANT EASEMENT.			THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES Checked by: PRT Date: 16/8/2007 Assistant Registrar of Titles							
Easement Reference	Purpose / Authority	Width (Metres)			Origin	Land benefited / In favour of				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">TABLE OF PARCEL IDENTIFIERS</th> </tr> <tr> <td colspan="2" style="text-align: center;"> 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 </td> </tr> <tr> <td colspan="2" style="text-align: center;"> PARCEL 1 = CP 10 (PT) </td> </tr> </table>					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 10 (PT)	
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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 10 (PT)										
LENGTHS ARE IN METRES	SCALE _____	Metres = 0.3048 x Feet Metres = 0.201168 x Links	SHEET 1 OF 1							



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

TITLE PLAN		EDITION 2	TP 763418S									
Location of Land Parish: MOORPANYAL Township: Section: Crown Allotment: Crown Portion: 10(PT) Last Plan Reference: Derived From: VOL 10596 FOL 020 Depth Limitation: NIL		Notations WATERWAY NOTATION: LAND IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN										
Description of Land / Easement Information		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 19/12/2002 VERIFIED: BC										
AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES						
ABUTTAL		REMOVAL OF ROAD ABUTTAL	AP125254T	31/7/07	2	D.B.B.						
<table border="1" style="margin: auto;"> <tr> <th colspan="2">TABLE OF PARCEL IDENTIFIERS</th> </tr> <tr> <td colspan="2">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</td> </tr> <tr> <td colspan="2">PARCEL 1 = CP 10 (PT)</td> </tr> </table>							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 10 (PT)	
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 10 (PT)												
LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links					Sheet 1 of 1 sheets						

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 13 February 2024 12:26 PM

PROPERTY DETAILS

Address: **60 CROSS STREET BATESFORD 3213**

Lot and Plan Number: **More than one parcel - see link below**

Standard Parcel Identifier (SPI): **More than one parcel - see link below**

Local Government Area (Council): **GREATER GEELONG** www.geelongaustralia.com.au

Council Property Number: **303769**

Planning Scheme: **Greater Geelong** [Planning Scheme - Greater Geelong](#)

Directory Reference: **Melway 440 D1**

This property has 3 parcels. For full parcel details get the free Property report at [Property Reports](#)

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**

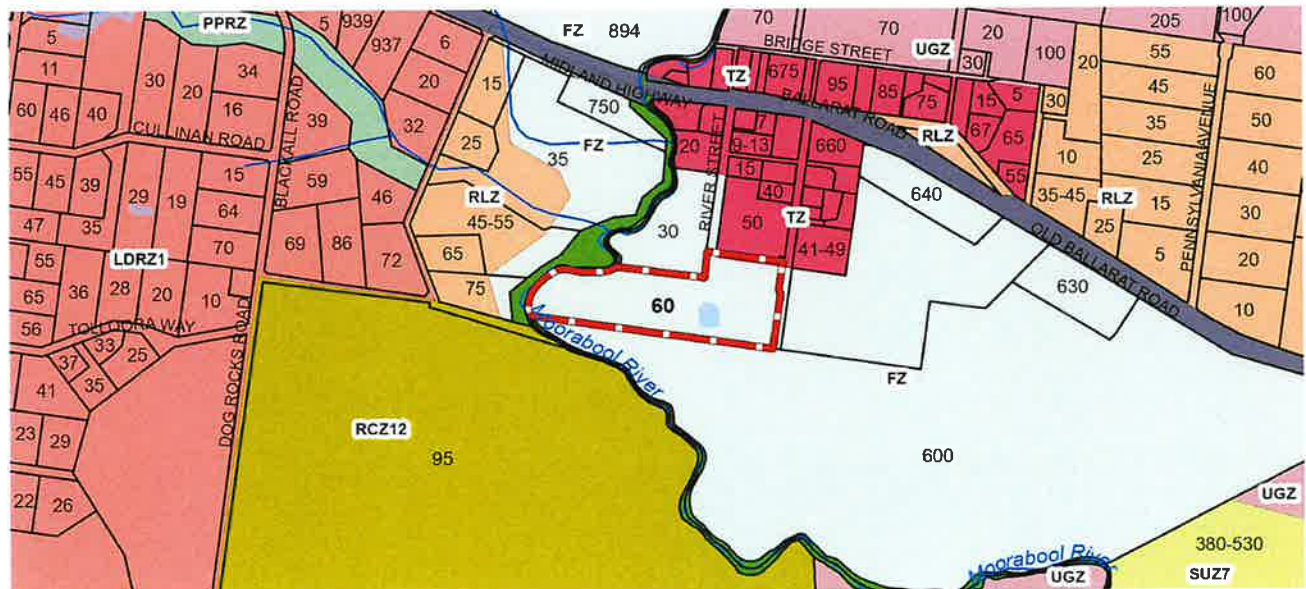
OTHER

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

[View location in VicPlan](#)

Planning Zones

[FARMING ZONE \(FZ\) \(GREATER GEELONG\)](#)
[SCHEDULE TO THE FARMING ZONE \(FZ\) \(GREATER GEELONG\)](#)
[TOWNSHIP ZONE \(TZ\) \(GREATER GEELONG\)](#)
[SCHEDULE TO THE TOWNSHIP ZONE \(TZ\) \(GREATER GEELONG\)](#)



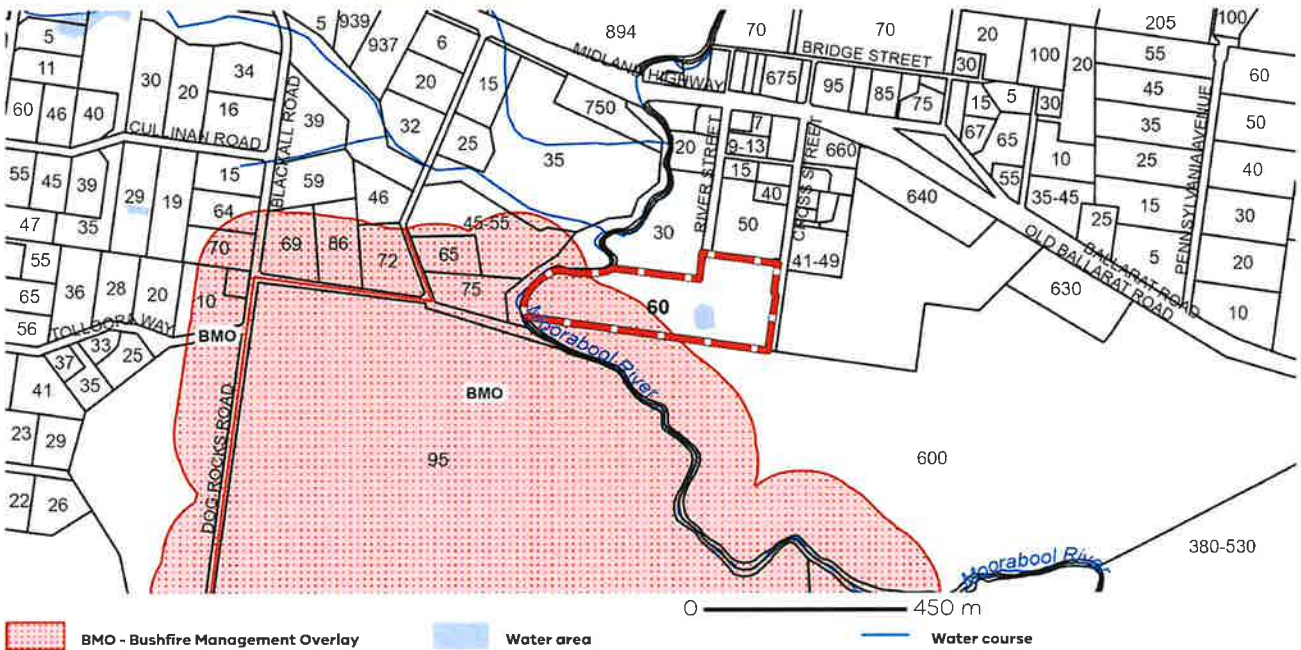
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend

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Planning Overlays

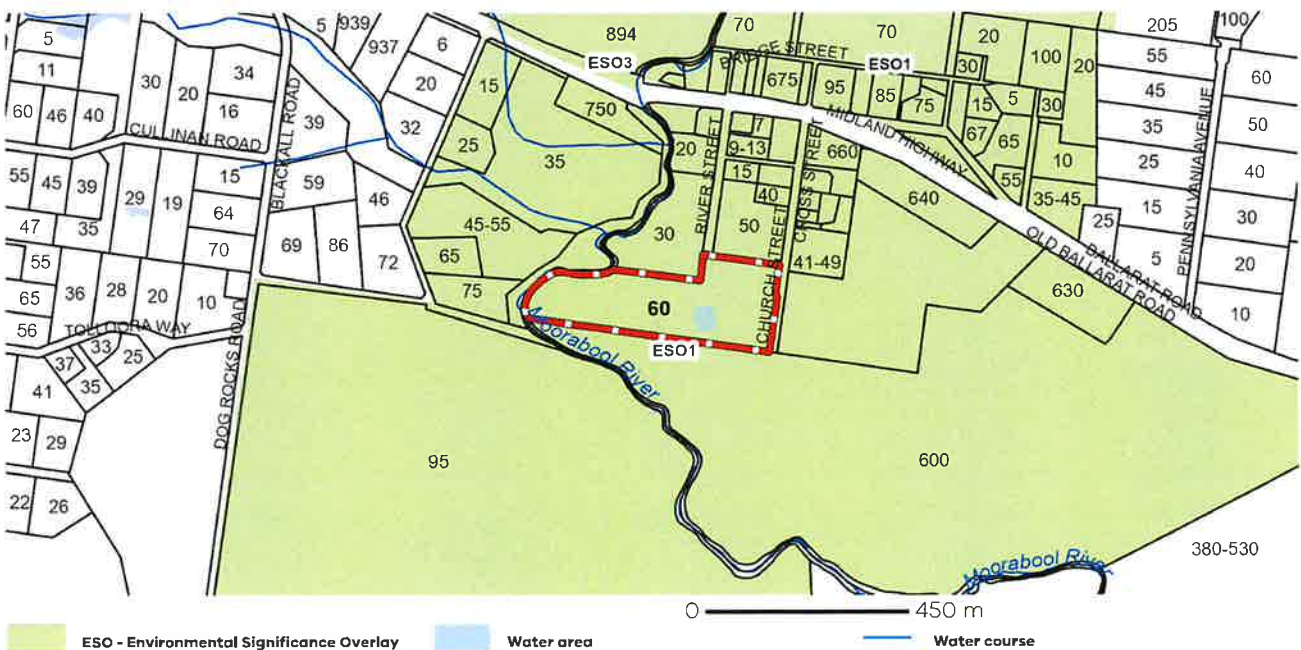
BUSHFIRE MANAGEMENT OVERLAY (BMO) (GREATER GEELONG)



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

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) (GREATER GEELONG)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1) (GREATER GEELONG)



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

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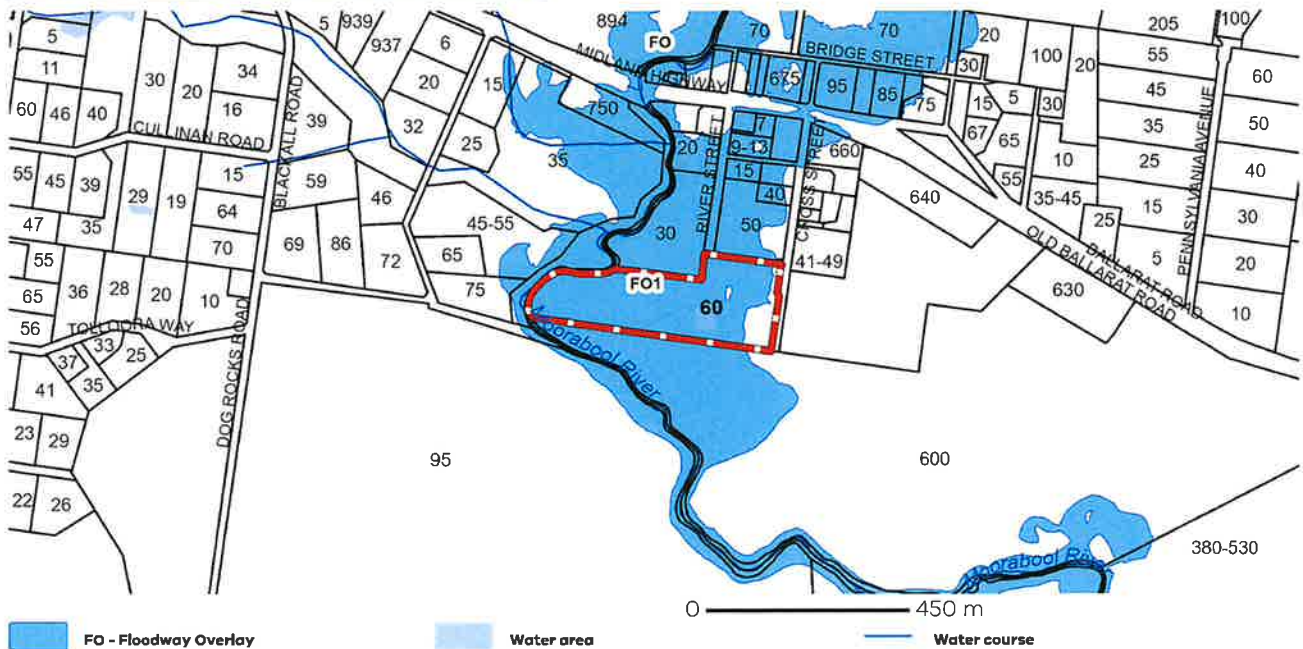
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Planning Overlays

FLOODWAY OVERLAY (FO) (GREATER GEELONG)

FLOODWAY OVERLAY - SCHEDULE 1 (FO1) (GREATER GEELONG)

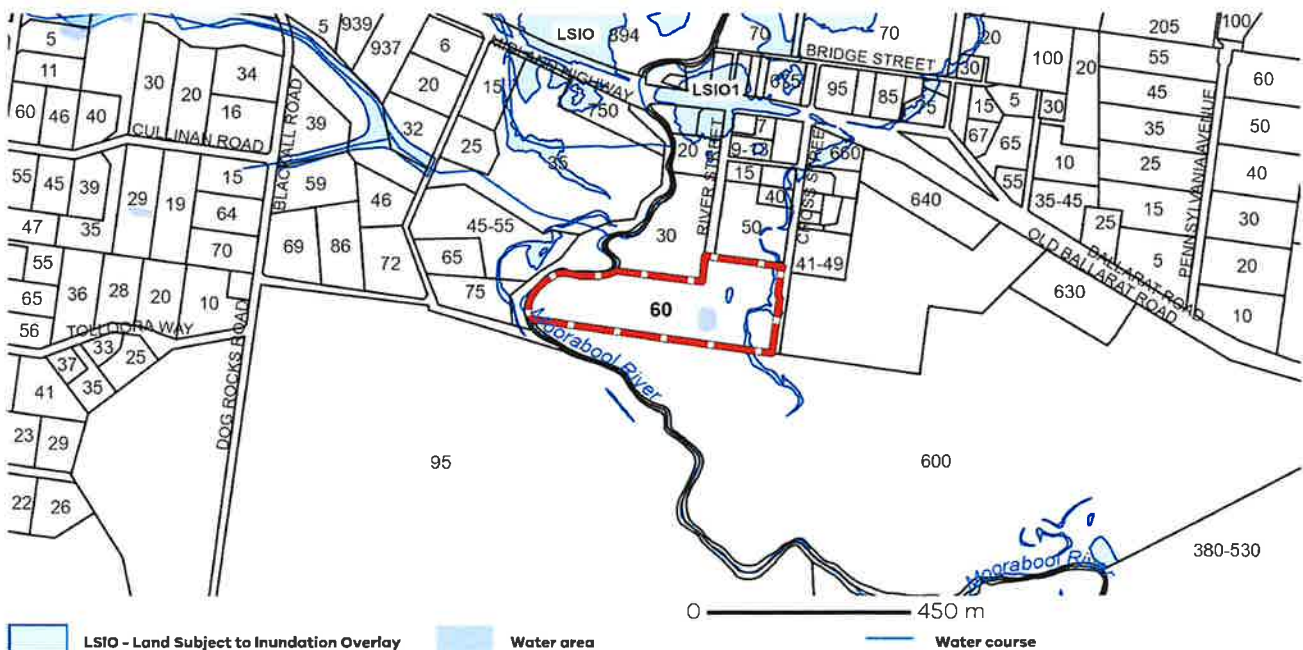


■ FO - Floodway Overlay
 ■ Water area
 — Water course

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

LAND SUBJECT TO INUNDATION OVERLAY (LSIO) (GREATER GEELONG)

LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 1 (LSIO1) (GREATER GEELONG)



■ LSIO - Land Subject to Inundation Overlay
 ■ Water area
 — Water course

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

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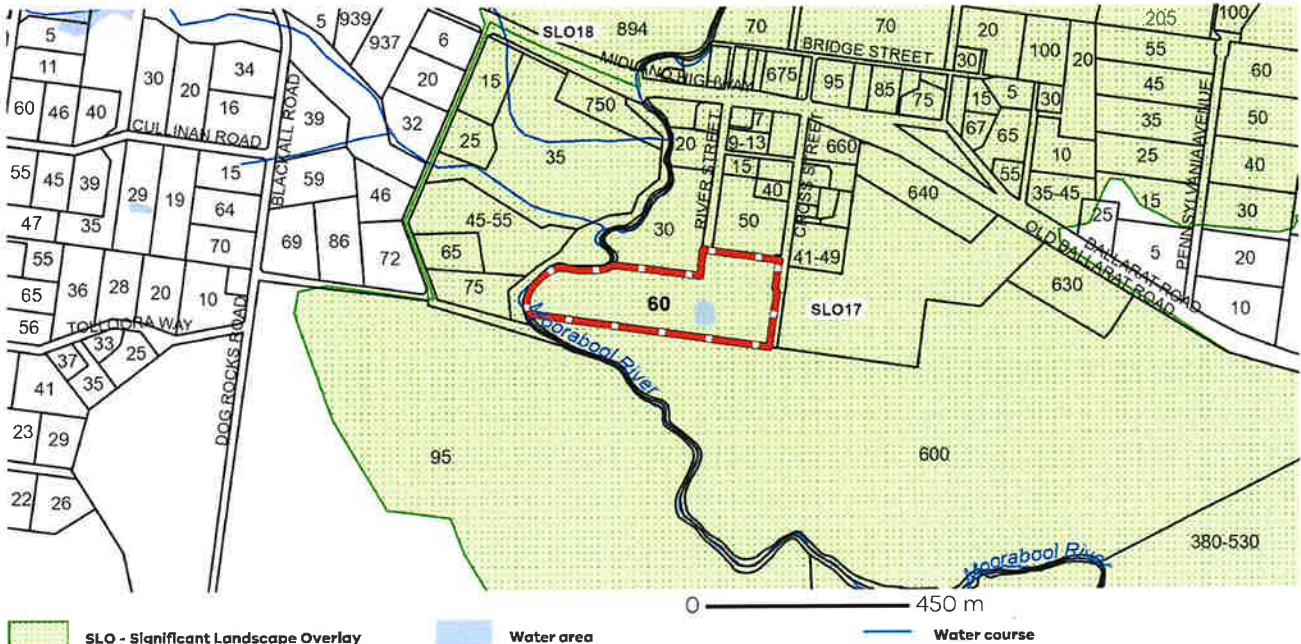
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Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO) (GREATER GEELONG)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 17 (SLO17) (GREATER GEELONG)



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

OTHER OVERLAYS

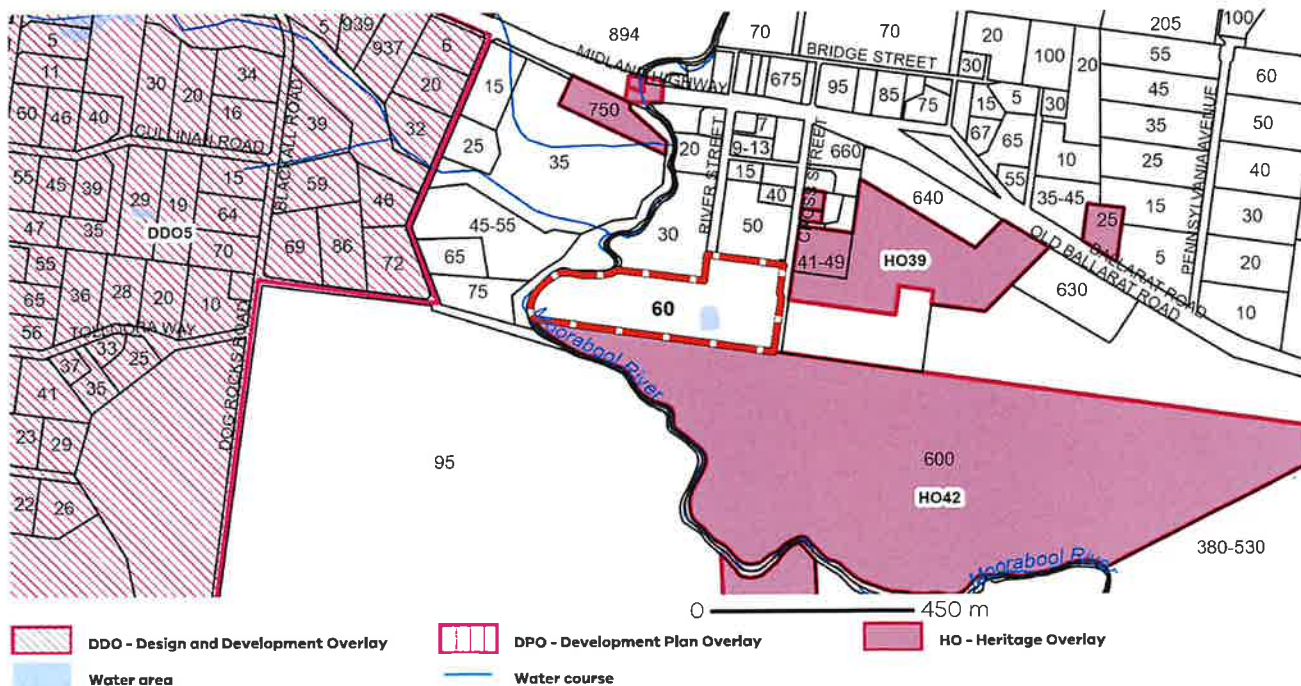
Other overlays in the vicinity not directly affecting this land

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

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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.

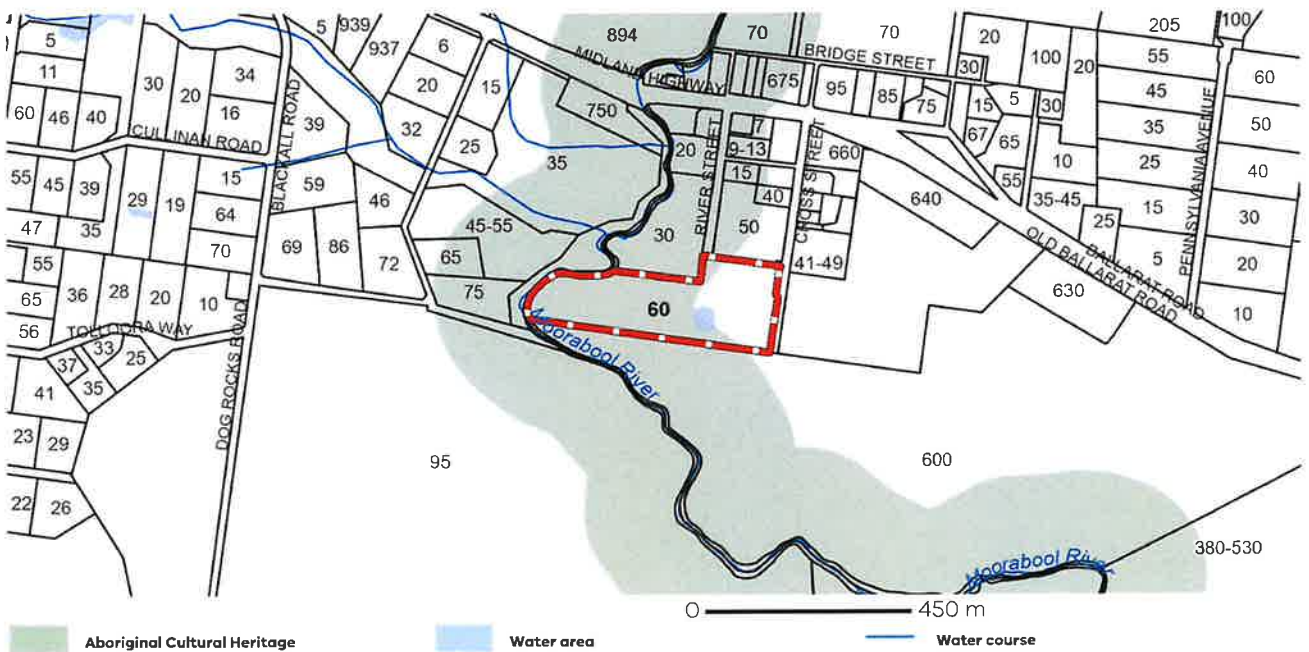
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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.gov.vic.gov.au/govQuestion1.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.aboriginal.vic.gov.au/aboriginal-heritage-legislation>



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Further Planning Information

Planning scheme data last updated on 7 December 2023.

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>

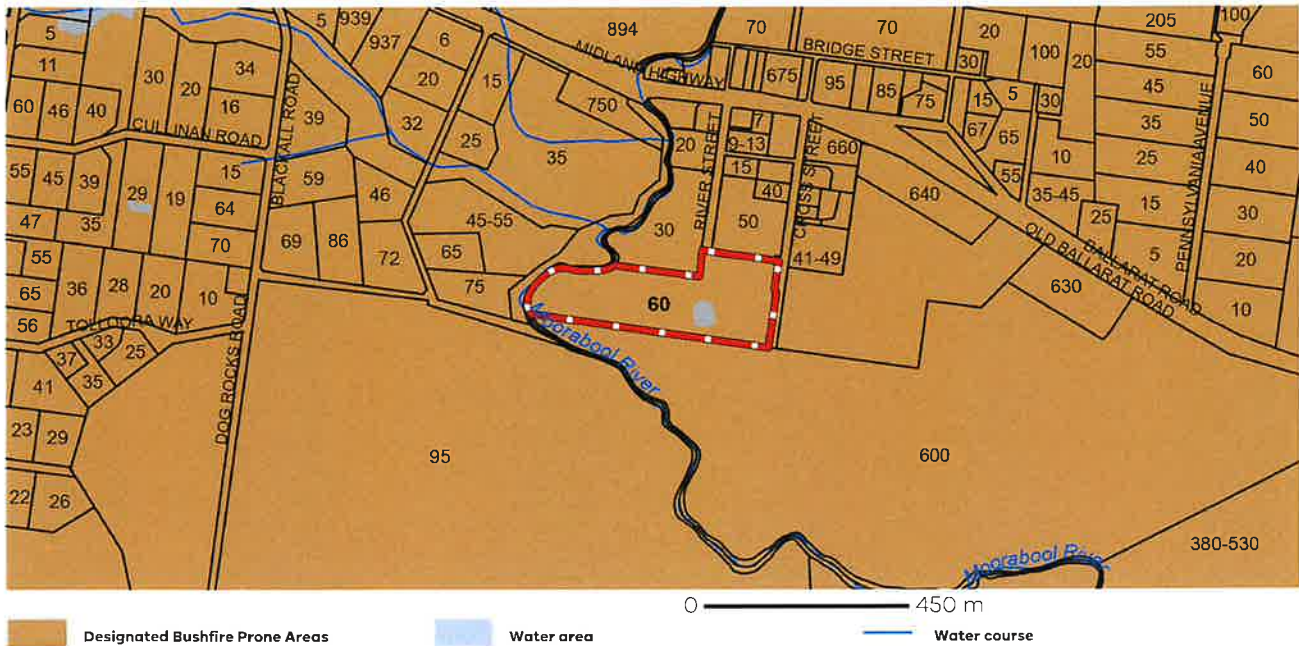
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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

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2024-25 RATES, VALUATION AND CHARGES NOTICE



ABN 18 374 210 672

All items are GST free.

B M Allen and R F Lane
60 Cross Street
BATESFORD VIC 3213

RATE NO.	800812
PROPERTY	60 Cross Street, BATESFORD VIC 3213 62550m2 Lot 1 TP 763418, 6524m2 Lot 1 TP 910659, 7724m2 Lot 1 TP 763420
AVPCC	117 – Residential Rural / Lifestyle (0.4 to 100 Ha)
VALUATIONS	Site: Land only \$2,000,000 Capital improved: Land + building + improvements \$2,650,000 Net annual \$132,500
RATES AND CHARGES	Residential Rate 0.00201164 x \$2,650,000 \$5,330.80 *Waste Management Charge \$473.25 x 1 \$473.25 Sub Total \$5,804.05
FIRE SERVICES PROPERTY LEVY	Classification: Residential Residential Variable 0.000087 x \$2,650,000 \$230.55 Residential Fixed \$132.00 Sub Total \$362.55 Total Due \$6,166.60

**ONE
PAYMENT
IN FULL**

\$6,166.60

Due by
15 February 2025

or pay by instalment

To become an instalment payer you must pay your first instalment in full by 30 September 2024, otherwise your balance will be due on 15 February 2025.

**FIRST
INSTALMENT**

\$1,541.80

Due by
30 September 2024

**SECOND
INSTALMENT**

\$1,541.60

Due by 30 November 2024

**THIRD
INSTALMENT**

\$1,541.60

Due by 28 February 2025

**FOURTH
INSTALMENT**

\$1,541.60

Due by 31 May 2025

Rating Period	1 July 2024 to 30 June 2025
Declared	1 July 2024
Valuation Level	1 January 2024
Operative	1 July 2024
Issue Date	24 August 2024

PAYMENT METHODS



ONLINE OR BY PHONE

Online: www.geelongaustralia.com.au/rates
Phone: 1300 858 058 Ref: 80 0812

A payment processing fee of 0.25 per cent applies for payments by Visa and Mastercard.



BPAY

Billers Code: 17475
Ref: 1000 0800 8120

Payment via internet or phone banking, from your cheque or savings account, Visa or Mastercard. No processing fee applicable.



DIRECT DEBIT

Call 5272 5272 for an application form, or go to www.geelongaustralia.com.au



CENTREPAY

Go to servicesaustralia.gov.au/centrepay for more information



IN PERSON

Pay at any Australia Post outlet or visit us at Wurriki Nyai 137-149 Mercer St, Geelong or Corio Shopping Centre Cnr Bacchus Marsh & Purnell Rds, or Drysdale 10 Wyndham St

Payments after the 14 August 2024 may not appear on this notice.

*The Waste Collection Charge includes an Environmental Protection Agency (EPA) levy estimated at \$67.24.

Full payment

6,166.60



*877 8008120

Or First instalment

\$1,541.80



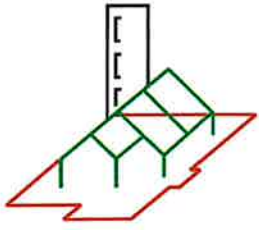
*877 8008120

Council Use



ABOUT YOUR RATES, VALUATION AND CHARGES NOTICE

P: 03 5272 5272
E: revenue@geelongcity.vic.gov.au
www.geelongaustralia.com.au
Wadawurrung Country
Wurriki Nyai
137-149 Mercer Street, Geelong



PG Building Inspections

Property Inspection Report

60 Cross St , Batesford, 3213

Inspection prepared for: Rodney Lane

Date of Inspection: 19-1-2024 Time: 10:30AM

Weather: Fine

NOTICE TO POTENTIAL PURCHASERS

ALL OWNER BUILDER WORKS:

Where the building has been renovated or extended the balance of the building has not been inspected/reported on. Any previous works [previous to those listed] have not been inspected.

This report is not a pre-purchase report, but has been carried out on behalf of the owner to fulfil their obligations under Section 137B of the Building Act (ie owner builder legislation) to disclose any defects or incomplete works in the building work carried out by the owner. Remember what you see is what you get, including patent (i.e. obvious) defects.

Some works carried out in isolation are not covered by Section 137B of the Building Act.

Refer report conditions (Appendix A) which limits the scope of this report.

This report is only valid for 6 months from the date of this report.

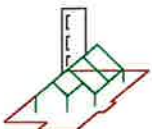
This inspection was approved by:

Geoff Evans

VBA REGISTRATION DP-AD 15578

DRAFTSPERSON / BUILDING DESIGN (ARCHITECTURAL)

Inspector: Phillip Griffiths



Building Inspections

Call 0407204200

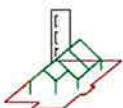
A Home Inspection is a non-invasive visual examination of a residential dwelling, performed for a fee, which is designed to identify observed material defects within specific components of said dwelling. Components may include any combination of mechanical, structural, electrical, plumbing, or other essential systems or portions of the home, as identified and agreed to by the Client and Inspector, prior to the inspection process.

A home inspection is intended to assist in evaluation of the overall condition of the dwelling. The inspection is based on observation of the visible and apparent condition of the structure and its components on the date of the inspection and not the prediction of future conditions.

A home inspection will not reveal every concern that exists or ever could exist, but only those material defects observed on the day of the inspection.

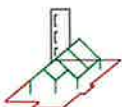
A material defect is a condition with a residential real property or any portion of it that would have a significant adverse impact on the value of the real property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

An Inspection report shall describe and identify in written format the inspected systems, structures, and components of the dwelling and shall identify material defects observed. Inspection reports may contain recommendations regarding conditions reported or recommendations for correction, monitoring or further evaluation by professionals, but this is not required.



Items Requiring Attention - Summary

The summary below consists of potentially significant findings. These findings can be a safety hazard, a deficiency requiring a major expense to correct or items I would like to draw extra attention to. The summary is not a complete listing of all the findings in the report, and reflects the opinion of the inspector. Please review all pages of the report as the summary alone does not explain all of the issues. All repairs should be done by a licensed & bonded tradesman or qualified professional. I recommend obtaining a copy of all receipts, warranties and permits for the work done.



Owner Builder Warranty Inspection

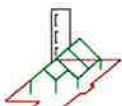
1. Summary

MAINT	PREV	MONIT	DEFR	DEFIC

Summary:

- This report is on domestic building works under section 137B of the building Act 1993 (Owner-Builder Construction.)
- No defects observed.
- No incomplete work detected.
- No second hand materials detected.
- Access was adequate.

Overview



1. Overview

MAINT	PREV	MONIT	DEFR	DEFIC

Please note:

- The independent inspection report has been prepared to provide information to prospective purchasers in relation to the property.

The report does not constitute a guarantee in relation to the property. It is a limited opinion of condition of the inspected property at the time of inspection. The inspection and report is undertaken for the Client named on the report. No responsibility is accepted to any third party.

Rights relating to this report can be assigned to a third party by way of an assignment letter and associated payment confirmed with a tax invoice.

For further details relating to have a report assigned please contact Phillip Griffiths.

A property inspection will not reveal every concern that exists or ever could exist, but only those material defects observed on the day of the inspection. An inspection report shall describe and identify in written format the inspection systems, structures, and components of the property and shall identify material defects observed. Inspection reports may contain recommendations regarding conditions reported or recommendations for correction, monitoring or further evaluation by professionals, but this is not required. Within the report you will find items in RED colour. These are items which have been flagged as deficient and require attention. For your safety and liability, we recommend that you hire only licensed contractors when having any work done. Note: If there are no comments in RED below, there are no CRITICAL system or safety concerns with this property at the time of inspection.

Please carefully read your entire inspection report. Call us after you have reviewed your report, so we can go over any questions you may have. Remember, when the inspection is completed and the report is delivered, we are still available to you for any questions you may have, throughout the entire closing process. Properties being inspected do not "Pass" or "Fail". The following report is based on an inspection of the visible portion of the structure. Important - Please read carefully:

You will note in the report there is set of boxes next to each section with the following written options across the top: MAINT - PREV - MONIT - DEFR - DEFIC

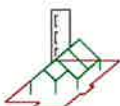
These are the definitions of these terms which may be selected:

MAINT - MAINTENANCE: A system or component requiring maintenance appears to be functioning as intended, but would benefit from minor repair, service, maintenance or improvement at the time. This may include patching, cleaning, or in some instances a system service by an appropriate specialist.

PREV - PREVENTATIVE: Any improvement to an area, system, component or condition that would help prevent an issue from occurring in the future.

MONIT - MONITOR: An area, condition, system or component that is in need of monitoring appears to be functioning as intended and capable of safe usage in its present condition; however, the inspector's suggests evaluation in the future which would confirm if further action is required.

DEFR- DEFERRED: A n area, system, component or condition that is listed as deferred is one that could not be operated or inspected for the reason stated in the report, and may require further evaluation. These may also be items outside our standard of practice, inaccessible or not functional. If required deferred items should be checked



prior to settlement during the pre-settlement inspection.

DEFIC - DEFICIENT: A system or component marked as deficient is one that did not respond to user controls, was not able to be safely used, was not functioning as intended, or was otherwise defective. These may be items that are incomplete or have imperfections and with further evaluation these items may(or may not) be found to be material defects. Your inspector does NOT prioritize and emphasize the importance of one deficiency over another. General deficiencies include inoperability, material distress, water penetration, damage, deterioration, missing parts, and unsuitable installation.

Inspector

1. Your Inspector

Your Inspector:

- Geoff Evans
- VBA REGISTRATION DP-AD 15578
DRAFTSPERSON / BUILDING DESIGN (ARCHITECTURAL)

Inspection Type

1. Inspection Type

Type:

- 137B Owner Builder Defects Report

Reason:

- Pre-listing Inspection

Inspection Details

1. Attendance

In Attendance:

- Client present

Structural Summary



1. Structural Summary

MAINT	PREV	MONIT	DEFR	DEFIC

Summary:

- As requested, we have conducted a visual structural inspection of the property. The inspection and this report have been undertaken in accordance with the PGBI Inspection Service Agreement.

Rectification Work:

- Report refers to detached rear metal shed.
- Assessment: Rectification work - NIL Items of concern - NIL

Defects noted as below.

The on-site inspection revealed that the above-mentioned project/projects, was constructed by the Owner without Plans, Building Permit and Mandatory inspections as per the requirements of the,

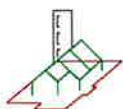
Building Act 1993, Part 3, Building permits and Part 4, Inspection of Building Works

Building Regulations, Part 2, Owner Builders and Part 3, Building Permits

VBA, Certificate of Consent as an owner builder if project is over a total of \$16,000. Being a combined total of labour and materials.

NOTE: Compliance of the projects cannot be determined due to approved plans and documents not being made available.

The construction of the above Project/Projects, Does Not Comply with Building Legislation, Building Regulations, VBA certificate of consent and Council Building Requirements for residential construction and alterations.



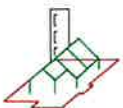


Thank you

1. Thank you for choosing PG building inspections

- Thank you for the opportunity to undertake this inspection for you.

We value your suggestions and any positive feedback. Feel free to refer us to any friends or family that would benefit from our services.



2. PGBI Agreement

• TERMS AND CONDITIONS

1.0 Acceptance of Agreement: The client has made a booking, accepted the quotation and the inspector arrives on site to commence the inspection, the client is deemed to accept this agreement as to the basis of the inspection being undertaken. The building has been inspected in the weather and environmental conditions existing at the time and date of inspection.

2.0 Payment terms: Full payment for the inspection is required within 7 days of the inspection report being provided.

3.0 Scope of inspection: Inspections are undertaken in accordance with AS 4349.1 - 2007 Inspections of buildings.

4.0 Pre-purchase inspections of residential buildings are either Basic or Comprehensive. The report identifies defects in the house apparent upon reasonable visual inspection.

4.a For the purpose of providing this report, unless otherwise stated:

No plants, trees or soil or other material have been removed or excavated.

No samples have been taken nor building services tested.

No fixtures or furniture have been moved or lining material removed.

No water testing has been undertaken of the roof, gutters or downpipes.

No appliances including heating or cooling equipment, open fireplaces or solid fuel heaters have been tested, unless otherwise stated.

No enquiries have been made of drainage, sewerage, water or electrical authorities and no plans sighted or considered.

No special investigation of insect attack (eg borer, termites, etc.) has been made, however, any obvious signs of attack evident from our inspection will be noted. All purchasers are advised to have an assessment by a licensed pest inspector prior to purchase.

No special investigation has been undertaken for identifying the existence of asbestos materials and any reference to this has been based on a casual visual inspection (when concerned, prospective purchasers should contact a recognised asbestos specialist).

No enquiry beyond visual inspection has been made to determine the likelihood of flooding (purchasers should contact the local council to determine if site is subjected to or has a history of localised flooding).

No enquiry has been made as to soil contamination.

4.b We have not inspected woodwork on other parts of the structure which are covered, unexposed or inaccessible and we are therefore unable to report that any such part of the structure is free from defect.

4.c Roof space and sub-floor inspection is undertaken from a manhole or sub-floor door access point (where available) using high strength torch. Roof inspection is undertaken from a 3.6m ladder. If electricity and/or gas are not connected to the property at the time of inspection (refer to report), the relevant authorities should be consulted by purchasers prior to purchase and/or occupation.

5.0 Extend of reporting: Significant items to be reported are as follows

(a) Major defects as defined in AS 4349.1

(b) any major defect that is an urgent and serious safety hazard.

(c) A general impression regarding the extent of minor defects.



The report does not identify defects which are not reasonably accessible and/or are not apparent from reasonable inspection in accord with these Conditions or are only apparent in different conditions.

Building practices change over time. This report has been prepared on the basis of acceptable standards at the time of original construction.

6.0 Safe and Reasonable Access: This is a visual inspection only. The extend of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access. This will apply to roof spaces and underfloor access. Inspection shall include only accessible areas and areas that are within the inspectors line of sight and close enough to enable reasonable appraisal. Roof inspection by walking on the roof will be limited to single storey dwelling which are safely accessible with the use of a 3.6mtr ladder, and only when the slope, roof condition, land and climate do not reduce safety.

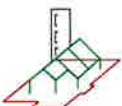
7.0 Exclusions from inspection: Inspector need not inspect or report on the following items

Footings below the ground or concealed dampproof course - the structural design or adequacy of any element of construction - electrical installations, smoke detectors, light switches and fittings, tv, sound and communications - concealed plumbing, gas fittings and fixtures - whether the building complies with the provisions of any building act, code, regulations or bylaws - air conditioning, alarm and intercom systems, automatic garage door mechanisms - swimming pools, pool fencing and associated filtration and similar equipment - the operation of fireplaces and solid fuel heaters, including chimneys and flues - soft floor coverings - electrical appliances including dishwashers, incinerators, ovens, ducted vacuum, paint coatings, except external protective coatings - health hazards (eg allergies, soil toxicity, lead content, presence of asbestos) - timber and metal framing sizes and adequacy and concealed tiedowns and bracing - timber pest activity - other mechanical or electrical equipment (such as gates, inclinations) - soil conditions and control joints - sustainable development provisions - concealed framing timbers and any areas concealed by wall linings/sidings - landscaping.

8.0 Liability and Limitations: The inspectors report does not constitute a guarantee in relation to the property. It is a limited opinion of condition of the inspected property at the time of inspection. The inspection and report is undertaken for the client named on the report. No responsibility is accepted to any third party.

9.0 Approvals for access to property: The client represents and assures the inspector that the client has secured all approvals necessary for entry onto the premises to be inspected. Client further agrees to defend, indemnify and hold harmless PGBI from demands or claims alleging a trespass upon the premises to be inspected. It is responsibility of the client or agent to ensure the utilities are on at the time of inspection. PGBI recommends checking for permits on all additional construction performed on the property after the original construction.

10.0 Asbestos Disclaimer: If during the course of the inspection asbestos or materials containing asbestos happened to be noticed then this may be noted. Building built before 1990 may contain some asbestos. Sheeting should be fully sealed. If asbestos is noted as present within the property you should then seek advise from a qualified asbestos removal expert for their details and information on this material. Drilling, cutting or removing products containing asbestos is a high risk to people's health and the client should seek advise from a qualified asbestos removal expert.



Barwon Region Water Corporation
ABN 66 348 316 514

Tax Invoice/Statement



Date of Issue
18 April 2024

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

Account number
69000001 00008155

Credit Balance
No payment required

\$ 17.91 CR

Your concession of **\$17.91**
has been deducted

619586-001 000317(1273) 0023
R F Lane & B M Allen
60 CROSS ST
BATESFORD, VIC 3213

No payment required. This amount will be deducted from your next bill.

Your account summary

Service Address: 60 CROSS ST BATESFORD 3213

Previous balance	\$35.81 CR
Payments/adjustments	\$0.00
Your balance	\$35.81 CR
New charges	\$17.90 DR
Total	\$17.91 CR

Your average daily use in litres per day

Apr 24	0
Jan 24	0
Oct 23	0
Jul 23	0
Apr 23	0

Concession: Your government concession / pension rebate has been deducted from this bill. If you are no longer entitled to the concession, please contact us.

From 1 July, we are reducing prices in real terms so our customers do not experience the full impact of CPI.

While CPI is 7%, our prices will increase by 6%. This means an owner-occupier using on average 160kL per year will see an increase of \$5.42 per month.

Renters using the same amount will see an increase of \$1.80 per month. The adjustments are in line with our 2023-2028 Price Submission, approved by the Essential Services Commission, which outlines prices for water and sewerage, service standards and investments in infrastructure and operations.

Following extensive community engagement, our Price Submission - our 5-year promise to customers - reflects what our customers value most: protecting the environment, supporting customers when they need it and providing reliable and affordable services.

We're here to help you with your water bill

If you're concerned about being able to pay your water bill, we offer extra support and flexibility to suit your situation. We have numerous customer support options available and can tailor an option to suit your individual needs.

For more information, please call us on 1300 656 007 between 8 am and 6 pm.

We'll put you in touch with a specialist who'll deal with your enquiry promptly and

Get in touch,
we're here to help.

Installation Type: Residential House

LOTS 74-77&89-95 V10596F021,V10596F020

Bill Details as at 18 APR 2024

	Value	GST	Price
WATER SERVICE CHARGE	35.81	0.00	35.81
Less Victorian Government concession	17.91 CR	0.00	17.91 CR
Total	\$ 17.90	\$ 0.00	\$ 17.90
Balance brought forward			35.81 CR
	Please pay		\$ 17.91 CR

Reading Details

Meter No.	Current Read Date	Current Reading (kL)	Previous Read Date	Previous Reading (kL)	Consumption (kL)
1637326	04APR24	00195	04JAN24	00195	0



Need help paying your bill?

Contact us to set up a payment plan and talk about grants, rebates and concessions.



Residential Tenants and Landlords

Tenants with separate meters pay water volume charges only.



Moving house?

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



Communication assistance

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



Servizio Interpreti
Dolmetschdienst

Služba za usluge tumačenja
Служба за преведување

Услуге тумача
传译服务

Contact Us

1300 656 007

Email info@barwonwater.vic.gov.au

General enquiries, billing and payment options

Mon - Fri, 9.00am - 5.00pm

Emergencies and faults

24 hours, 7 days

Statement No 7118723947

Payment Options



Direct Debit

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



Bill Code: 585224

Ref: 6900 0001 0000 8155 7

Contact your financial institution to pay from your cheque, savings or credit account.



Centrelink

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



By Cheque

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



Billpay Code: 0803

Ref: 6900 0001 0000 8155 7

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

Account number

69000001 00008155

Credit Balance

No payment required

\$ 17.91 CR

Statement No 7118723947

POST billpay



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