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

Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: ....

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

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

....

State nature of authority, if applicable: ....

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

SIGNED BY THE VENDOR: ....

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

Print name(s) of person(s) signing: **ANDREW THOMAS DEAKIN BENNETT, ANNABEL NICOLA SOMERVILLE, PETER ROBERT DEAKIN SHARP, MIRANDA ELIZABETH SHARP, RODNEY MICHAEL THOMAS SHARP, CATHERINE ELIZABETH HARDCASTLE, ROGER DEAKIN HARLEY AS EXECUTOR OF THE ESTATE OF JUDITH DEAKIN HARLEY, DAVID PHILLIP HARLEY AS EXECUTOR OF THE ESTATE OF JUDITH DEAKIN HARLEY, BELINDA VERA COYTE AND THOMAS STEPHEN HARLEY AS EXECUTOR OF THE ESTATE OF JUDITH DEAKIN HARLEY**

....

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

Particulars of sale

Vendor's estate agent

Elders Geelong

Email: peter.lindeman@elders.com.au

Tel: 0418525609

Vendor

ANDREW THOMAS DEAKIN BENNETT, ANNABEL NICOLA SOMERVILLE, PETER ROBERT DEAKIN SHARP, MIRANDA ELIZABETH SHARP, RODNEY MICHAEL THOMAS SHARP, CATHERINE ELIZABETH HARDCASTLE, ROGER DEAKIN HARLEY AS EXECUTOR OF THE ESTATE OF JUDITH DEAKIN HARLEY, DAVID PHILLIP HARLEY AS EXECUTOR OF THE ESTATE OF JUDITH DEAKIN HARLEY, BELINDA VERA COYTE AND THOMAS STEPHEN HARLEY AS EXECUTOR OF THE ESTATE OF JUDITH DEAKIN HARLEY

Vendor’s legal practitioner

Strategy Property Law

Email: jdevrome@strategypropertylaw.com.au

Mob: 0417371815 Ref: JD:2235

Purchaser

Name: ....

....

Address: ....

ABN/ACN: ....

Email: ………………………………………………………………………………………………..

Purchaser's legal practitioner or conveyancer

Name: ....

Address: ....

Email: ....

Tel: ....………………. Mob: ………….. Fax: ……………….. Ref: ……………………

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				lot	on
Volume	02303	Folio	505	Crown Allotment 4 Section 3 at Queenscliff Parish of Paywit	
Volume	08797	Folio	814	Lots 1 and 2	TP829877T

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

The land includes all improvements and fixtures.

Property address
The address of the land is: **Ballara 57-73 Glaneuse Road, Point Lonsdale 3225**

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*)
All fixed floor coverings, light fittings and window furnishings

Payment

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

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

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

☐ **Building Report**

General condition 21 applies if this box is checked.

☐ **Pest report**

General condition 22 applies if this box is checked.

GST (general condition 19)
Subject to general condition 19.2, the price includes GST (if any).

Settlement (general conditions 17 & 26.2)
is due on

Lease (general condition 5.1).
At settlement the purchaser is entitled to vacant possession of the property.

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:
(or another lender chosen by the purchaser)

Loan amount: no more than Approval date:

Special Conditions

Definitions

In this contract the definitions set out below apply.

Claim means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, Costs (whether or not the subject of a court order), Loss, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising, including (before or after the date of actual settlement) to make a claim against the Vendor, seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this contract or seek to delay or avoid settlement of this contract.

Cost means any cost, charge, expense, outgoing, payment, fee, liability or penalty of any kind, including any professional fees.

Land means the land described in the Particulars of Sale.

Law means any law (including principles of law or equity established by decisions of courts) that applies in Victoria, and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, direction or notice made under a law by any Authority.

Loss means a loss, claim, action, damage, liability, cost, charge, expense, penalty, compensation, fine or outgoing suffered, paid or incurred.

Special Condition 1 - Merger and severance

1.1 Any provision of this Contract which is capable of taking effect after completion of this Contract shall not merge on completion but shall continue in full force and effect.

1.2 Any provision in this Contract which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise severed to the extent of the invalidity or unenforceability, without affecting the validity or enforceability of that provision in any other jurisdiction.

Special condition 2 – Purchaser Acknowledgements

Before the purchaser signed this contract, the purchaser acknowledges (and warrants to, and for the benefit of the Vendor) that the purchaser;

(a) was given an opportunity to read and consider the terms and conditions in this contract;

(b) bad an opportunity to seek legal and other professional advice on the terms and conditions in this contract; and

(c) had sufficient opportunity to carry out investigations and to make enquiries in relation to the Property before signing this contract;

(d) had sufficient opportunity to carry out investigations and to make enquiries in relation to the rights, benefits, costs, obligations and implications associated with applying for the Trust for Nature Covenant or the listing of the property on the National Heritage List and the purchaser has not relied on any representations, promises or warranties made by the vendor, the vendors legal representative or the vendors Agent in relation thereto. The purchaser acknowledges that the vendor has not made any representations or promises that the purchaser may meet the requirements or criteria or otherwise be eligible or accepted for inclusion in the National Heritage List or to be able to put a Trust for Nature Covenant on the property and the Purchaser agrees that the purchaser has relied entirely upon the purchaser's own independent inspection of, searches and enquiries made in connection with theTrust for Nature Covenant and the National Heritage List.

Special condition 3 - No representations

The parties agree that there are no conditions, warranties, promises, representations or other terms affecting this sale other than those embodied herein.

Special condition 4 – Planning Schemes, Easements, Covenants

The purchaser acknowledges that the property is purchased subject to;

(a) any and all existing and future planning, environmental, building and similar controls relating to the use and development of the Property;

(b) any restrictions imposed by and subject to the provisions of the relevant planning scheme and planning permits and any other relevant planning controls;

(c) all registered and implied easements existing over or upon or affecting the property and the easements appropriated by any plan of subdivision (whether registered or unregistered) affecting the property;

(d) any Instrument or covenant affecting the property;

and the purchaser is satisfied about the purposes for which the property may be used.

Special condition 5 – Buildings / Improvements / Dwelling

5.1 General condition 6.6 (c) is deleted.
5.2 The land and buildings as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements, as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements thereon.
5.3 The vendor makes no warranty or representation that any improvements on the property comply with requirements of the Building Code of Australia or any local laws, legislation or repealed legislation under which the improvements were constructed and the purchaser acknowledges that the vendor makes no representations or warranties as to the procuring of a building permit, building approvals, Certificate of Occupancy or any other permits in relation to the property. A failure, if any to so comply with those laws does not constitute a defect in the vendor's title and the purchaser is not entitled to make any objection or requisition or claim any compensation from the vendor on that ground.
5.4 The purchaser acknowledges that the purchaser has purchased the property as a result of the purchasers own enquiries and the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the existence, state of repair and/or the condition of any buildings, outbuildings or structures on the property. The purchaser acknowledges that any failure to comply with any law or regulation in relation to the construction, renovation, addition or repair to any building, outbuilding or any structure on the property shall not be deemed to constitute a defect in the vendors title.
5.5 Further, the purchaser acknowledges that the vendor is not under any obligation or liability to the purchaser to carry out any alterations, repairs or improvements to or on the property or to any buildings, outbuildings or structures on the property.

Special condition 6 – Purchasers indemnity

The Purchaser indemnifies the Vendor from and against any Claim or Loss arising out of or in connection with any:
(a) failure by the Purchaser or any nominee(s) to comply with any of its obligations under or arising out of this contract; or
(b) act or omission that occurs after the Settlement Date concerning the Property.

Special condition 7 – Time is of the essence

General condition 26 is amended to include a new provision General Condition 26.5 which shall read;
26.5 Time shall remain the essence of this contract despite any waiver or indulgence granted by a non-defaulting party to the party in default.

Special condition 8 - Stamp duty

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

Special condition 9 - Identity of the land

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

Special condition 10 - Default not remedied

General condition 35.4(c) (Default not remedied) is amended by deleting the words 'within one year of the contract ending'.

Special condition 11 - Nomination

General condition 4 is deleted and replaced by this special condition:

4. The purchaser may nominate a substitute or additional transferee but the named purchaser remains personally liable for the performance of all the purchaser's obligations under this contract.
The purchaser must procure execution of a nomination document in the form of a deed satisfactory to the vendor, binding the nominee to the obligations, acknowledgements, representations, warranties and agreements of the purchaser under this contract.
The vendor is not bound to act in accordance with a nomination unless the purchaser has provided the vendor with a copy of the fully executed nomination deed at least 10 business days before settlement.

Special condition 12 – Goods/plant and chattels

12.1 The purchaser acknowledges having inspected the plant, goods, fittings and appliances forming part of the contract and the purchaser is aware of their condition and any deficiencies.

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

12.3 The purchaser shall not require the goods to be in working order at the date of settlement unless they were in working order on the day of sale and nor shall the purchaser claim any compensation in relation to any deficiencies in the goods, fittings, or appliances.

Special condition 13 - Guarantee

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

Special condition 14 – Purchaser as Trustee

If the purchaser executes this deed as trustee of a trust (Trust) (whether the purchaser's capacity as such has been disclosed to the vendor or not), the purchaser represents and covenants that:

(a) the purchaser is empowered to execute this contract;
(b) the purchaser is bound in its or their personal capacity as well as trustee of the Trust;
(c) the purchaser is the sole trustee of the Trust;
(d) this contract will bind the purchaser and any successor of the purchaser as trustee of the Trust; and
the purchaser will obtain the vendor's prior written consent for a change of trustee of the Trust before the settlement date and procure that any successor of the purchaser enters into a deed of covenant with and to the satisfaction of the vendor at the cost of the purchaser.

Special condition 15 - Loss or damage before settlement

General conditions 31.3 to 31.6 inclusive are deleted.

Special condition 16 - FIRB Approval

16.1 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.
16.2 If there is a breach of the warranty contained in this Special Condition (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
16.3 This warranty and indemnity do not merge on completion of this contract.

Special condition 17 – Adjustments - Existing Land Tax/ Windfall Gains Tax

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

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

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

Special condition 18 - Smoke Alarms

18.1 The Purchaser hereby acknowledges that if smoke alarms are installed in the dwelling they may not have the safety measures that complies with Building Regulations 2018.
18.2 The Purchaser further acknowledges and agrees that the purchaser has made its own enquiries in relation to compliance with the relevant building regulations and the Purchaser agrees that they cannot terminate this contract should the smoke alarms not comply with the building regulations or any notice issued by any authority. The Purchaser agrees that they may not seek any compensation from the Vendor for any noncompliance.

Special condition 19 - Solar Panels

The purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property the vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

Special condition 20 - Counterparts

This contract may be executed in counterparts. All executed counterparts constitute one document

GST WITHHOLDING NOTICE

The vendor gives the purchaser notice that the property is not a new residential property or potential residential land. The purchaser is not required to make a GST withholding payment under section 14-250 of Schedule 1 to the Taxation Administration Act1953 (TAA) in relation to this supply of land and this special condition serves as a notification for the purposes of section 14-255 of Schedule 1 to the TAA.

Without limiting general condition 25.2, the vendor may issue a further notice in accordance with section 14-255, in which case the later notice issued by the vendor replaces the notice in this special condition in this contract of sale.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition “electronic signature” means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that –

(i) the purchaser intends to use predominately for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

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

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

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

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

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

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

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay -

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act* 1958 before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land* Act 1958.

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

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

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

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

(b) the objection or requirement is not withdrawn in that time.

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land is sold on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser; that either

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

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

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

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

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

18.5 This general condition 18.5 applies if there is more than one electronic 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 special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic 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 sales is checked.

21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not in then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

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

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

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

(b) promptly provide the vendor with proof of payment; and

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

despite:

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

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

24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:

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

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) or in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor’s legal practitioner, conveyancer or estate agent even if the estate agent’s authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000.*

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor’s absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor’s damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor’s damages must take into account the amount forfeited to the vendor.

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

Guarantee and Indemnity

I/We, ... of

........................…………...

and .... of

.....................…………...

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

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

(c) by time given to the Purchaser for any such payment performance or observance;

(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this ...………………..... day of ..…………………….......................... 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name..……..)
....

in the presence of:) Director (Sign)
)
Witness..)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name..……..)
....

in the presence of:) Director (Sign)

Witness...……………..)

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	Ballara 57-73 Glaneuse Road, Point Lonsdale 3225	
Vendor's name	Andrew Thomas Deakin Bennett	**Date** / /
Vendor's signature	Signed by: Andrew Bennett EFEF0201944B4A3...	05-Nov-25
Vendor's name	Annabel Nicola Somerville	**Date** / /
Vendor's signature	Signed by: [signature] 8FE8761BFB50410...	05-Nov-25
Vendor's name	Peter Robert Deakin Sharp	**Date** / /
Vendor's signature	Signed by: [signature] 761FFAA4B1F74B4...	09-Nov-25
Vendor's name	Miranda Elizabeth Sharp	**Date** / /
Vendor's signature	Signed by: Miranda Sharp ED7B2D0CE946482...	05-Nov-25
Vendor's name	Rodney Michael Thomas Sharp	**Date** / /
Vendor's signature	Signed by: [signature] 1A68A95914D345B...	05-Nov-25
Vendor's name	Belinda Vera Coyte	**Date** / /
Vendor's signature	Signed by: Belinda Coyte 6A41B3841DF34BF...	10-Nov-25

Vendor's name	Catherine Elizabeth Hardcastle	**Date** / /
Vendor's signature	Signed by: Hardcastle 7B0785C721094BD...	09-Nov-25

Vendor's name	David Phillip Harley	**Date** / /
Vendor's signature	Signed by: David Harley C01680BEA9F84AE...	06-Nov-25

Vendor's name	Roger Deakin Harley	**Date** / /
Vendor's signature	DocuSigned by: Roger Harley DCB7875D815A462...	09-Nov-25

Vendor's name	Thomas Stephen Harley	**Date** / /
Vendor's signature	DocuSigned by: Tom Harley 38AEFB3B2A6542E...	14-Nov-25

Purchaser's name		**Date** / /
Purchaser's signature		

Purchaser's name		**Date** / /
Purchaser's signature		

FINANCIAL MATTERS

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

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

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

	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable.

1.4 **Sale Subject to Mortgage**

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☒ No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR ☒ Not applicable

2 INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3 LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title documents.

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

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

3.2. **Road Access**

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

3.3. **Designated Bushfire Prone Area**

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

3.4. **Planning Scheme**

Attached is a report with the required specified information.

4 NOTICES

4.1. **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

4.2. **Agricultural Chemicals**

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

Not Applicable.

4.3. **Compulsory Acquisition**

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

Not Applicable.

5 BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒

9 TITLE

Attached are copies of the following documents:

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

10 SUBDIVISION

10.1. **Unregistered Subdivision**

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

Not Applicable.

10.2. **Staged Subdivision**

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

Not Applicable.

10.3. **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.
Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

☐ Vacant Residential Land or Land with a Residence

☒ Attach Due Diligence Checklist (this will be attached if ticked)

13 OTHER MATERIAL FACTS

13.1 The lookout atop the dwelling over 7 years ago was constructed by members of the vendor families without a building permit.

13.2 The vendor has been advised that the depth of the fireplace in the music room is shallow and the hearth is narrow so it might perform poorly and could smoke if used as an open fireplace. The vendor makes no warranties that the music room fireplace will function efficiently, safely or at all as an open fireplace.

13.3 The vendor is not aware of active borer activity in the dwelling however there is some active borer in the outbuilding, largely in the Baltic pine floorboards and lining boards in one room and the weatherboards around that room. As far as the vendor is aware, there is no active termite activity in the dwelling or in the outbuilding. The vendor will arrange inspections of the dwelling and the outbuilding and obtain a written report from a registered building practitioner and a licenced pest control operator and the reports will be made available for viewing as soon as they are to hand.

13.4 "Ballara" is included in the Australian Heritage Councils "Finalised Priority Assessment list" and is currently under assessment by the Council for inclusion in the National Heritage List. The statutory deadline for completing the assessment is 30/6/2028. If "Ballara" is included in the National Heritage List, its heritage values would be protected under the *Environment Protection and Biodiversity Conservation Act 1999..*

14 ATTACHMENTS

Register Search Statements
Plans
Instruments
Planning Property Reports
Land Information Certificate
Water Information Certificate
Heritage Certificate
National Trust Certificate
Finalised Priority Assessment List for the National Heritage List for 2023-2024
Vicroads Certificate
Property Clearance Certificate
Due Diligence Checklist

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

VOLUME 02303 FOLIO 505

Security no : 124129435955X
Produced 29/10/2025 10:17 AM

CROWN GRANT

LAND DESCRIPTION

Crown Allotment 4 Section 3 at Queenscliff Parish of Paywit.

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 12 equal undivided shares
Sole Proprietor
    BELINDA VERA COYTE of 35 UPPER STURT ROAD CRAFERS WEST SA 5152
As to 1 of a total of 12 equal undivided shares
Sole Proprietor
    ANNABEL NICOLA SOMERVILLE of 11 FERN AVENUE FULLARTON SA 5063
As to 1 of a total of 12 equal undivided shares
Sole Proprietor
    ANDREW THOMAS DEAKIN BENNETT of 1 WAVERLEY RIDGE ROAD CRAFERS SA 5152
    AC970213F 08/07/2004
As to 1 of a total of 12 equal undivided shares
Sole Proprietor
    PETER ROBERT DEAKIN SHARP of 35 REGENT STREET STEIGLITZ VIC 3331
As to 1 of a total of 12 equal undivided shares
Sole Proprietor
    MIRANDA ELIZABETH SHARP of 46 BENA-CONGWAK ROAD BENA VIC 3946
As to 1 of a total of 12 equal undivided shares
Sole Proprietor
    RODNEY MICHAEL THOMAS SHARP of 13 STATION ROAD WILLUNGA SA 5172
    AG662422E 30/07/2009
As to 3 of a total of 12 equal undivided shares
Sole Proprietor
    CATHERINE ELIZABETH HARDCASTLE of 9 ROTHESAY AVENUE MALVERN EAST VIC 3145
    AM169235B 10/09/2015
As to 3 of a total of 12 equal undivided shares
Joint Proprietors
    DAVID PHILLIP HARLEY of 19 WHEELER STREET PASCOE VALE SOUTH VIC 3044
    ROGER DEAKIN HARLEY of 33 FAWKNER STREET SOUTH YARRA VIC 3141
    THOMAS STEPHEN HARLEY of 65 WALSH STREET SOUTH YARRA VIC 3141 Executor(s) of
    JUDITH DEAKIN HARLEY deceased
    AZ728197E 23/10/2025

ENCUMBRANCES, CAVEATS AND NOTICES

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

NOTICE Section 47(2) Heritage Act 1995
    REGISTER NO. 1126
    X679952X 20/08/2001

DIAGRAM LOCATION

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

SEE TP471430F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ726046N (E)	CONV PCT & NOM ECT TO LC	Completed	22/10/2025
AZ728197E (E)	TRANSMISSION APPLICATION	Registered	24/10/2025

------------------------END OF REGISTER SEARCH STATEMENT------------------------

Additional information: (not part of the Register Search Statement)

Street Address: 57-73 GLANEUSE ROAD POINT LONSDALE VIC 3225

ADMINISTRATIVE NOTICES

NIL

eCT Control   17431A STRATEGY PROPERTY LAW
Effective from 24/10/2025

DOCUMENT END

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

VOLUME 08797 FOLIO 814

Security no : 124129435956W
Produced 29/10/2025 10:17 AM

LAND DESCRIPTION

Lots 1 and 2 on Title Plan 829877T.
PARENT TITLE Volume 02303 Folio 504
Created by instrument D506699 16/09/1969

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 12 equal undivided shares
Sole Proprietor
    BELINDA VERA COYTE of 35 UPPER STURT ROAD CRAFERS WEST SA 5152
As to 1 of a total of 12 equal undivided shares
Sole Proprietor
    ANNABEL NICOLA SOMERVILLE of 11 FERN AVENUE FULLARTON SA 5063
As to 1 of a total of 12 equal undivided shares
Sole Proprietor
    ANDREW THOMAS DEAKIN BENNETT of 1 WAVERLEY RIDGE ROAD CRAFERS SA 5152
    AC970213F 08/07/2004
As to 1 of a total of 12 equal undivided shares
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As to 1 of a total of 12 equal undivided shares
Sole Proprietor
    MIRANDA ELIZABETH SHARP of 46 BENA-CONGWAK ROAD BENA VIC 3946
As to 1 of a total of 12 equal undivided shares
Sole Proprietor
    RODNEY MICHAEL THOMAS SHARP of 13 STATION ROAD WILLUNGA SA 5172
    AG662422E 30/07/2009
As to 3 of a total of 12 equal undivided shares
Sole Proprietor
    CATHERINE ELIZABETH HARDCASTLE of 9 ROTHESAY AVENUE MALVERN EAST VIC 3145
    AM169235B 10/09/2015
As to 3 of a total of 12 equal undivided shares
Joint Proprietors
    DAVID PHILLIP HARLEY of 19 WHEELER STREET PASCOE VALE SOUTH VIC 3044
    ROGER DEAKIN HARLEY of 33 FAWKNER STREET SOUTH YARRA VIC 3141
    THOMAS STEPHEN HARLEY of 65 WALSH STREET SOUTH YARRA VIC 3141 Executor(s) of
    JUDITH DEAKIN HARLEY deceased
    AZ728197E 23/10/2025

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.

NOTICE Section 16(2) Historic Buildings Act 1981
    REGISTER NO. 1126
    U046229A 17/01/1996

DIAGRAM LOCATION

SEE TP829877T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ726046N (E)	CONV PCT & NOM ECT TO LC	Completed	22/10/2025
AZ728197E (E)	TRANSMISSION APPLICATION	Registered	24/10/2025

------------------------END OF REGISTER SEARCH STATEMENT------------------------

Additional information: (not part of the Register Search Statement)

Street Address: 57-73 GLANEUSE ROAD POINT LONSDALE VIC 3225

ADMINISTRATIVE NOTICES

NIL

eCT Control   17431A STRATEGY PROPERTY LAW
Effective from 24/10/2025

DOCUMENT END

VICTORIA State Government

Imaged Document Cover Sheet

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Document Type	**Plan**
Document Identification	**TP471430F**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**23/08/2025 13:53**

TITLE PLAN	EDITION 1	TP 471430F

Location of Land

Parish : AT QUEENSCLIFF PARISH OF PAYWIT
Township: -
Section: 3
Crown Allotment: 4
Crown Portion: -

Last Plan Reference : -
Derived From: VOL. 2303 FOL. 505

Depth Limitation : NIL

Notations

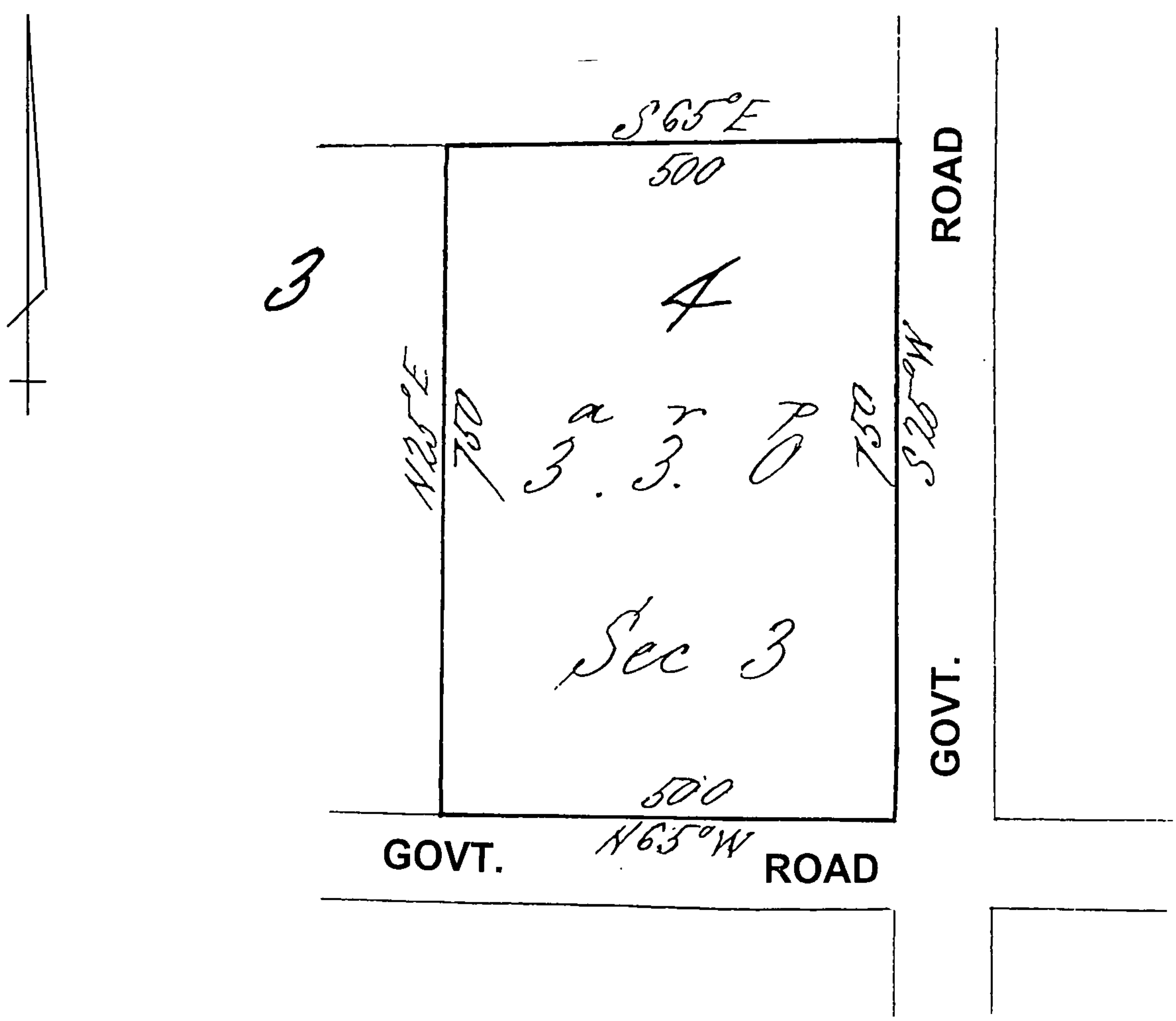
SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL. 2303 FOL. 505 AND NOTED ON SHEET 2 OF THIS PLAN

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

Description of Land/ Easement Information

THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES
COMPILED: Date 3/01/08
VERIFIED: A. DALLAS
Assistant Registrar of Titles

COLOUR CODE
Y = YELLOW



LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 2 Sheets

TITLE PLAN

TP 471430F

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

All THAT PIECE OF LAND in the said Colony containing three acres and three roods more or less being Suburban Allotment four of Section three in the Borough of Queenscliff Parish of Paywit County of Grant

delineated with the measurements and abuttals thereof in the map drawn in the margin of these presents and therein coloured yellow EXCEPTING however unto us our heirs and successors all gold and auriferous earth or stone and all mines containing gold within the boundaries of the said land AND ALSO reserving to us our heirs and successors free liberty and authority for us our heirs and successors and our and their agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold and to extract and remove therefrom any gold and any auriferous earth or stone and for the purposes aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining

To hold unto the said GRANTEE

His/Her heirs and assigns for ever PROVIDED ALWAYS that the said land is and shall be subject to be resumed for mining purposes under Section 68 of the said Act AND PROVIDED ALSO that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a mining lease to enter therein and to mine for gold and silver and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person had at the time of the passing of the said Act the right to mine for gold and silver in and upon Crown Lands PROVIDED that compensation shall be paid to the said GRANTEE

His/Her heirs executors administrators assigns and transferrees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided by the 117th Section of the said Act and the payment thereof to be a condition precedent to such right of entry.

LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 2 of 2 Sheets

Imaged Document Cover Sheet

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Document Type	**Plan**
Document Identification	**TP829877T**
Number of Pages (excluding this cover sheet)	**1**
Document Assembled	**23/08/2025 13:53**

TITLE PLAN	EDITION 1	TP 829877T

Location of Land

Parish : PAYWIT
Township : -
Crown Allotment: 3 (PT)
Crown Portion: -

Section : 3

Base record : DCMB
Last Plan Reference : LP 16902
Derived From : VOL. 8797 FOL. 814

Depth Limitation : NIL

Notations

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

Description of Land/ Easement Information

ALL THOSE pieces of land delineated and coloured red and blue on the map in the margin being part of Crown Allotment 3 Section 3 Parish of Paywit County of Grant The land coloured blue being land appropriated or set apart for Easements of way and drainage on Plan of Subdivision No.16902

ENCUMBRANCES

As to the land coloured blue

THE EASEMENTS (if any) existing over the same by virtue of Section 98 of the Transfer of Land Act

THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES

COMPILED: Date 2/08/05

VERIFIED: A. DALLAS
Assistant Registrar of Titles

COLOUR CODE
BL=BLUE G=GREEN
BR=BROWN P=PURPLE
Y=YELLOW R=RED

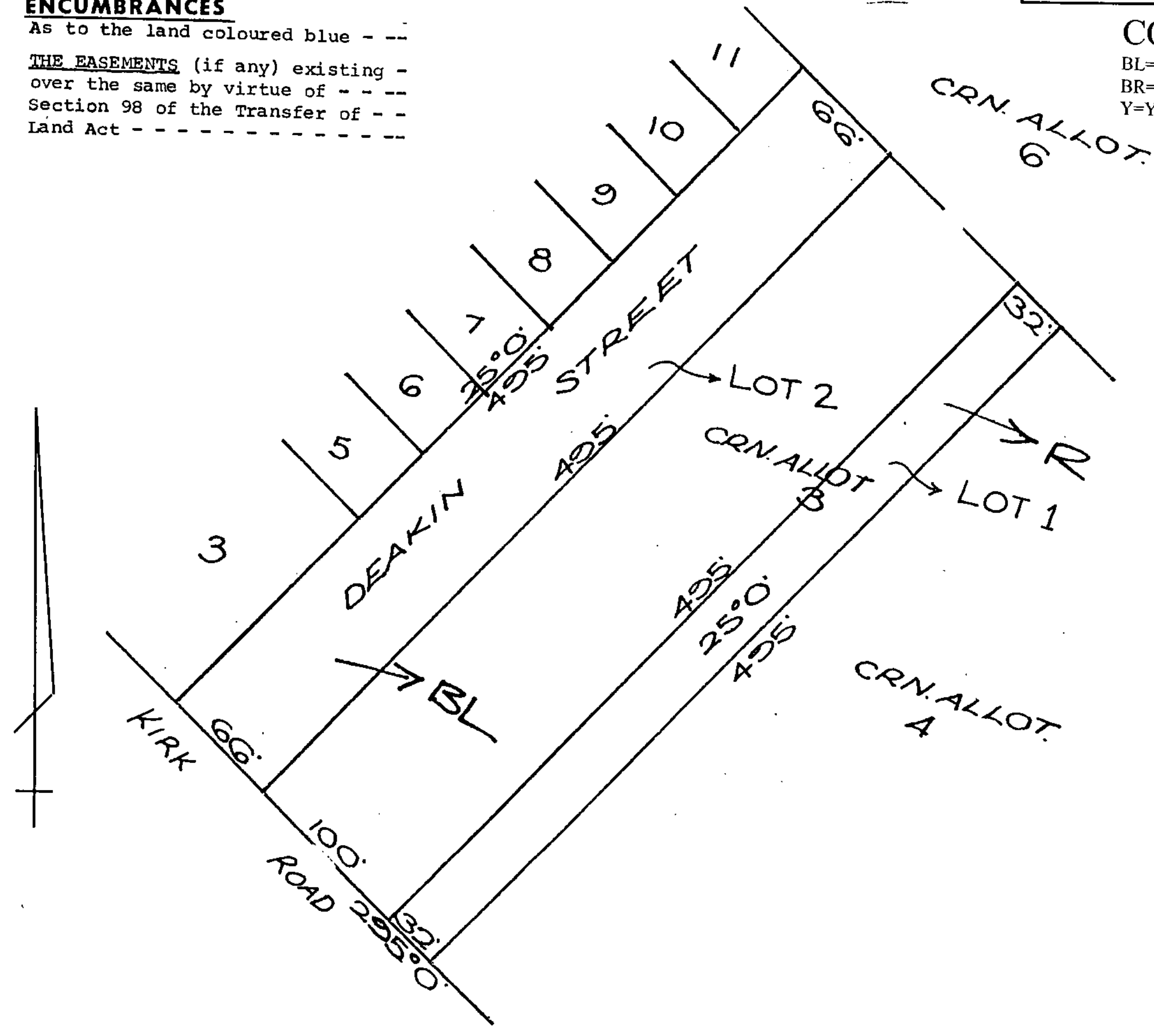

TABLE OF PARCEL IDENTIFIERS

WARNING: Where multiple parcels are referred to or shown on the Title Plan this does Not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962

LOT 1 = CA 3 (PT)
LOT 2 = LAND APPROPRIATED OR SET APART FOR EASEMENTS OF WAY AND DRAINAGE ON LP 16902

LENGTHS ARE IN FEET AND INCHES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 Sheets

NOTIFICATION OF AN ENTRY IN THE HISTORIC BUILDINGS REGISTER

Section 106(e)
Transfer of Land Act 1958
Nil Fee

Land Titles Office Use Only

U046229A
170196 2105 HBR $0

BY LETTER

Lodged at the Land Titles Office by

OFFICE OF TITLES J.M.S. VICTORIA

Code ~~4924K~~ 2439R

VICTORIA

The Historic Buildings Council pursuant to Section 16(2) of the Historic Buildings Act 1981 notifies the Registrar of Titles of an entry in the Historic Buildings Register affecting the land described.

Land (Title affected)

Certificate of Title Volume 8797 Folio 814

Details of Entry

Ballara
65 Glaneuse Road
Point Lonsdale.

Historic Buildings Register Number HBR 1126

Date 16/1/96.

SIGNED for and on behalf of the Historic Buildings Council

Alison Carey
(Signature of authorised officer)

DU046229A-1-3

Natural Resources and Environment

AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

INTENTIONALLY

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VICTORIA State Government

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Document Type	**Instrument**
Document Identification	**X679952X**
Number of Pages (excluding this cover sheet)	**1**
Document Assembled	**23/08/2025 13:53**

BY LETTER $0

KUHolden
Assistant Registrar of Titles

-5 SEP 2001

Titles Office Use

OFFICE OF TITLES M.C.Y. VICTORIA

~~X679952X~~
~~200801 2047 4066 $50~~

X679952X
200801 2047 HBR $0

NOTIFICATION OF AN INCLUSION IN THE HERITAGE REGISTER

Section 106(e)
Transfer of Lands Act 1958

Lodged at the Land Titles Office by

____

Code 2439R

VICTORIA

The Executive Director pursuant to Section 47(1) of the Heritage Act 1995 notifies the Registrar of Titles of an inclusion to the Heritage Register affecting the land described

Land (Title affected)

Certificate of Title Volume 2303 Folio 505

DX679952X-1-2

Details of Entry

Ballara
65 Glaneuse Road
Point Lonsdale
Borough of Queenscliffe

Heritage Register Number

1126

Date

9 August, 2001

SIGNED for and on behalf of the Executive Director

J. R.
(Signature of authorised officer)

mon.
25/8/2001

PLANNING PROPERTY REPORT

VICTORIA State Government | Department of Transport and Planning

From www.planning.vic.gov.au at 23 August 2025 01:28 PM

PROPERTY DETAILS

Address:	**57-73 GLANEUSE ROAD POINT LONSDALE 3225**	
Crown Description:	**More than one parcel - see link below**	
Standard Parcel Identifier (SPI):	**More than one parcel - see link below**	
Local Government Area (Council):	**QUEENSCLIFFE**	www.queenscliffe.vic.gov.au
Council Property Number:	**378005700**	
Planning Scheme:	**Queenscliffe**	Planning Scheme - Queenscliffe
Directory Reference:	**Melway 499 J4**	

This property has 2 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:	**BELLARINE**

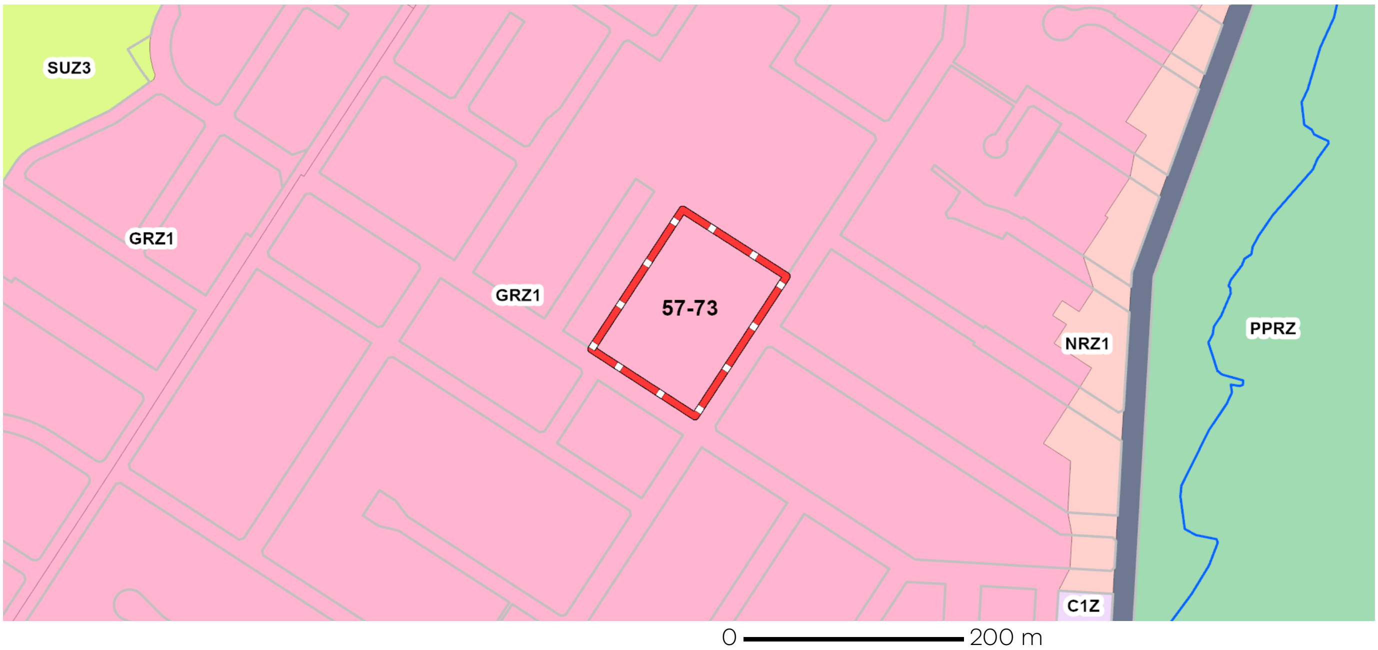
OTHER

Registered Aboriginal Party:	**Wadawurrung Traditional Owners Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ) (QUEENSCLIFFE)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1) (QUEENSCLIFFE)



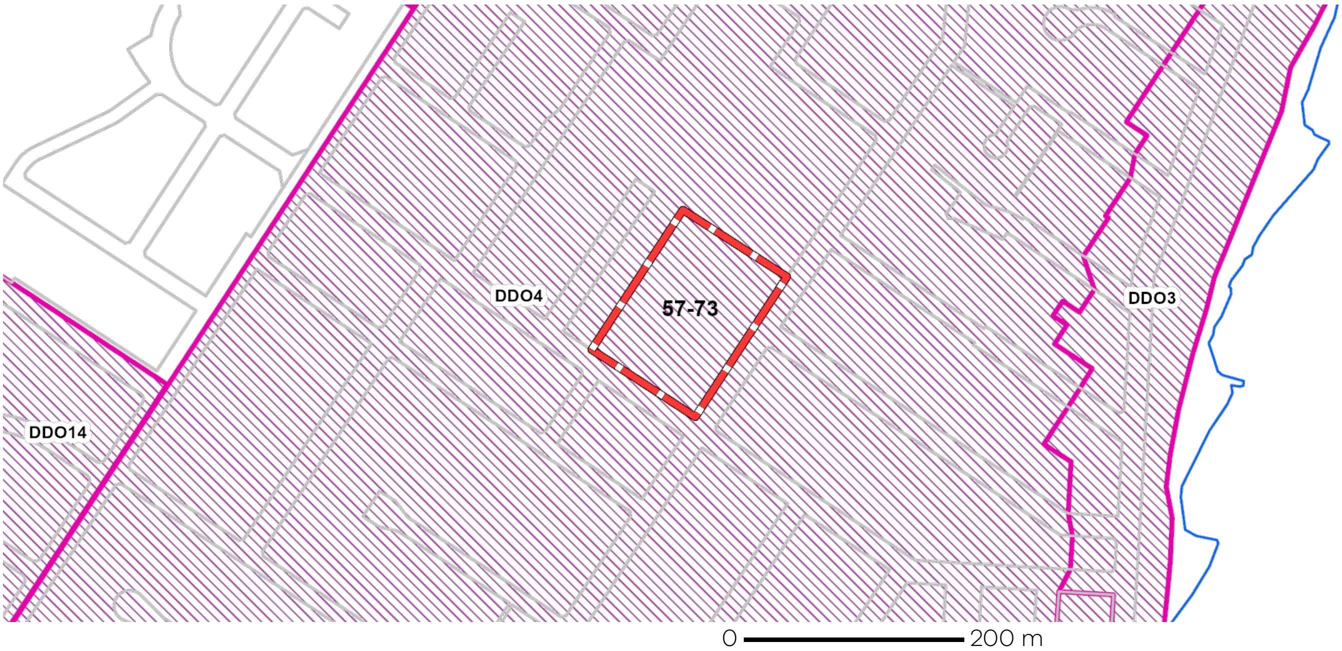
C1Z - Commercial 1	**GRZ - General Residential**	**NRZ - Neighbourhood Residential**
PPRZ - Public Park and Recreation	**PUZ5 - Public Use-Cemetery/Crematorium**	**SUZ - Special Use**
TRZ2 - Principal Road Network		

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

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO) (QUEENSCLIFFE)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 4 (DDO4) (QUEENSCLIFFE)

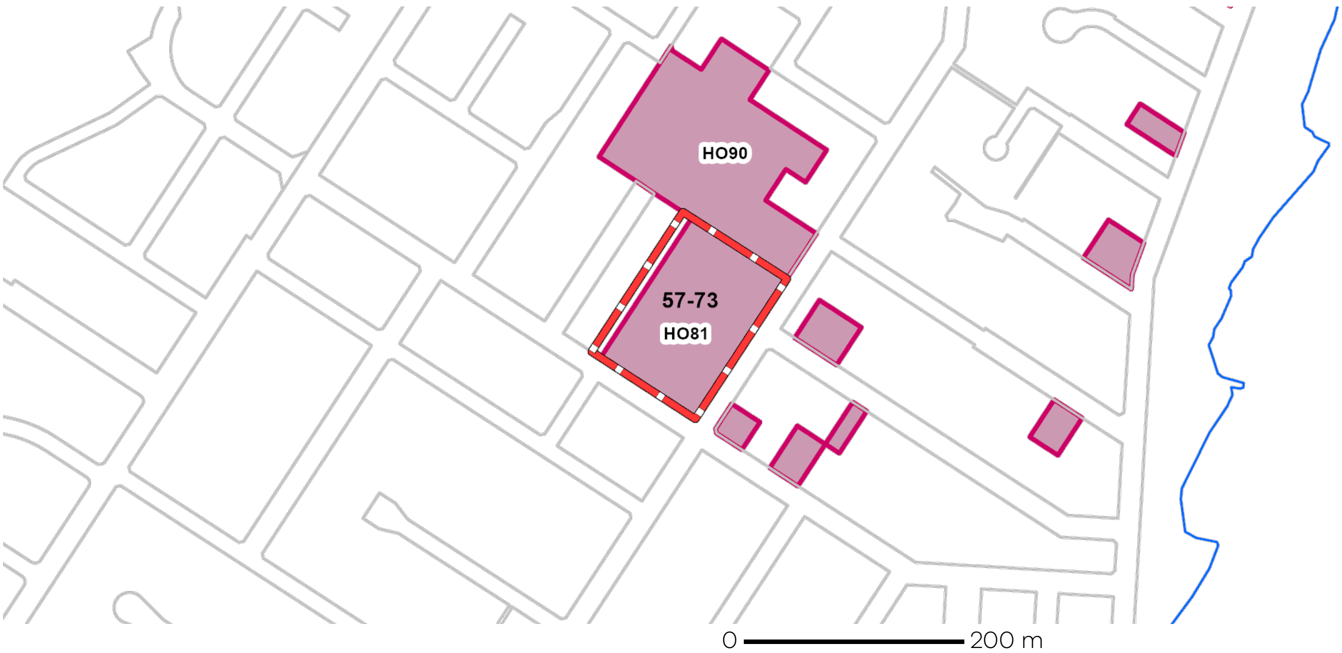


DDO - Design and Development Overlay

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

HERITAGE OVERLAY (HO) (QUEENSCLIFFE)

HERITAGE OVERLAY - SCHEDULE (HO81) (QUEENSCLIFFE)



HO - Heritage Overlay

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

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO) (QUEENSCLIFFE)
VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1) (QUEENSCLIFFE)

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

BUSHFIRE MANAGEMENT OVERLAY (BMO) (QUEENSCLIFFE)
BUSHFIRE MANAGEMENT OVERLAY (BMO) (GREATER GEELONG)
DEVELOPMENT PLAN OVERLAY (DPO) (GREATER GEELONG)
ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) (QUEENSCLIFFE)
SIGNIFICANT LANDSCAPE OVERLAY (SLO) (GREATER GEELONG)

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

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

PLANNING PROPERTY REPORT

Heritage Register

This property is affected by an entry on the Victorian Heritage Register.

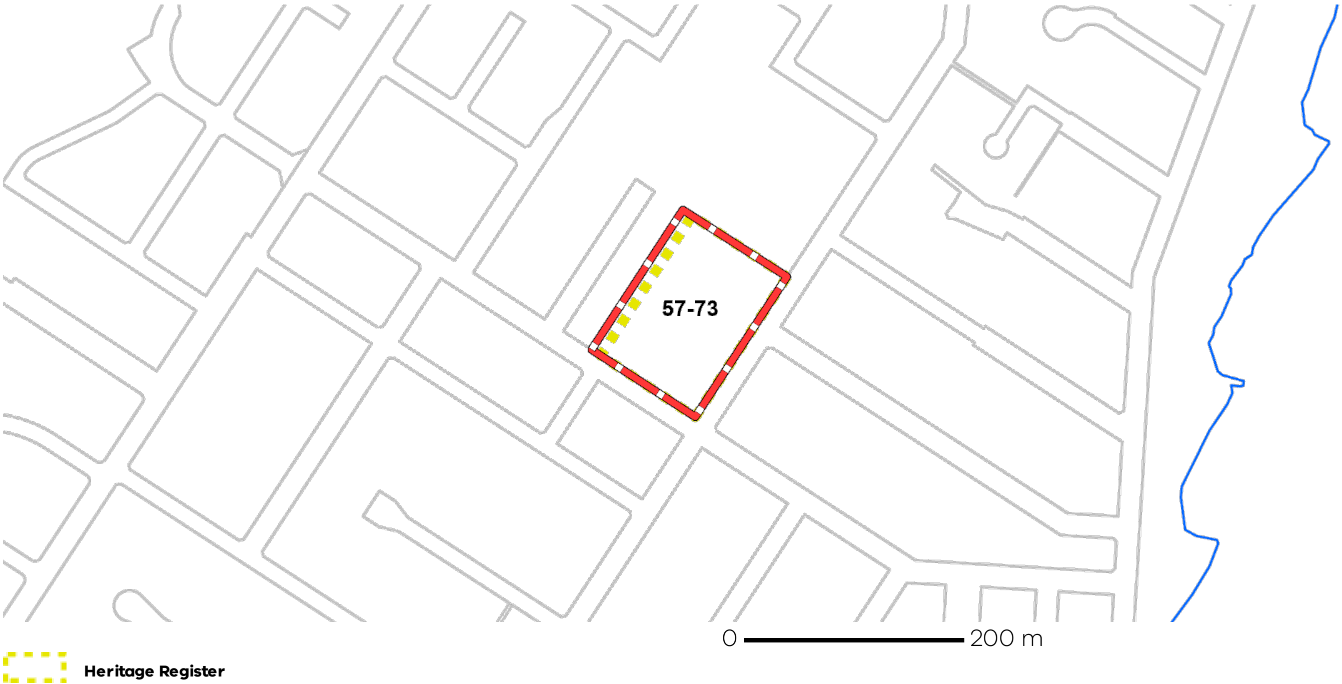
View information about VHR Number H1126 - BALLARA

Heritage Register data last updated on 21 August 2025.

This report is NOT a **Heritage Certificate** issued pursuant to Section 50 of the Heritage Act 1995.
It does not show places which may be under consideration for inclusion in the Victorian Heritage Register.

For more information on the **Victorian Heritage Register** go to Victorian Heritage Database

Other information about the heritage status of this property, how to obtain a Heritage Certificate, and any heritage approvals that may be required, may be obtained from Heritage Victoria



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 https://heritage.achris.vic.gov.au/aavQuestion1.aspx

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 22 August 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.
This report provides information about the zone and overlay provisions that apply to the selected land.
Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council
or by visiting https://www.planning.vic.gov.au

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut 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

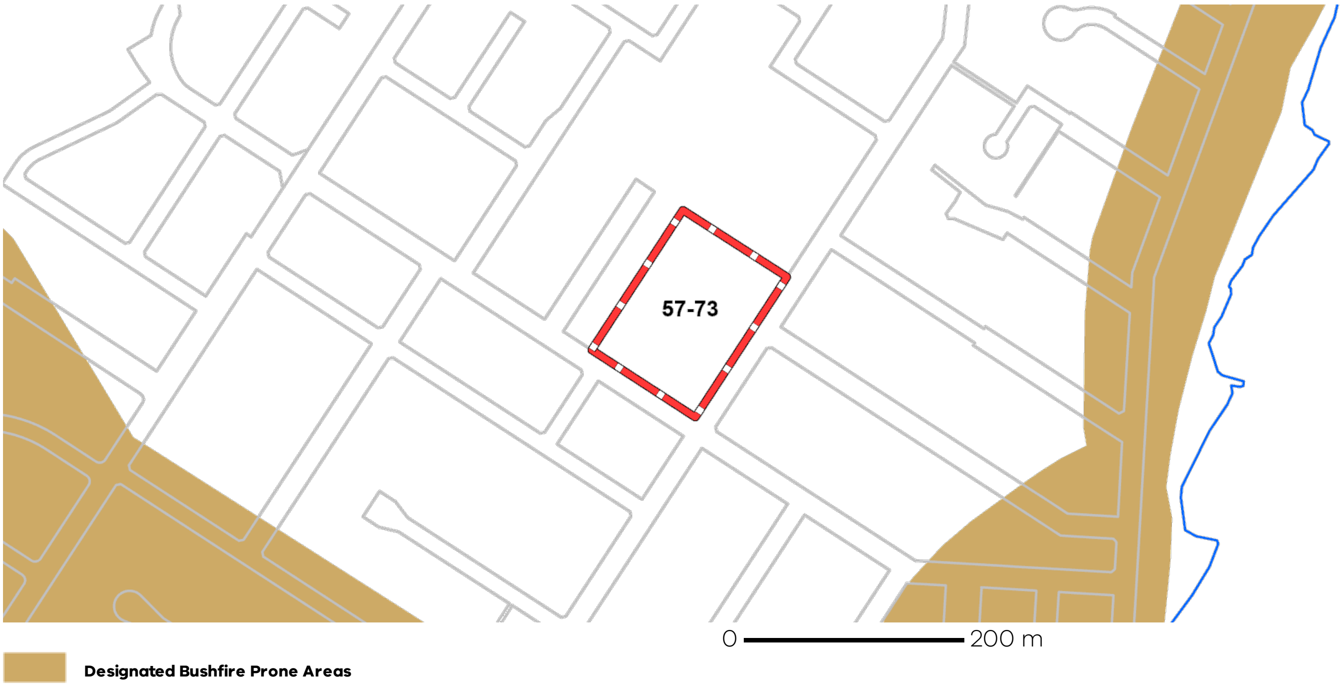
For other information about planning in Victoria visit https://www.planning.vic.gov.au

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. 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)

PROPERTY REPORT

Victoria State Government | Energy, Environment and Climate Action

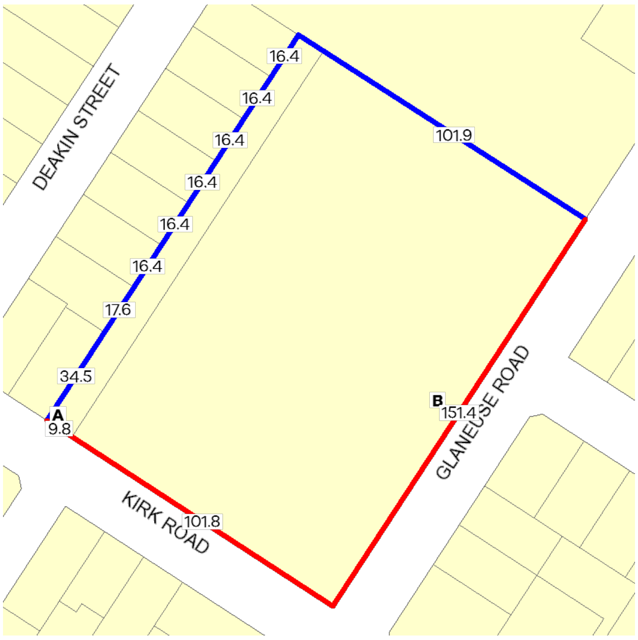
Created at 23 August 2025 01:55 PM

PROPERTY DETAILS

Address:	**57-73 GLANEUSE ROAD POINT LONSDALE 3225**	
Crown Description:	**This property has 2 parcels. See table below**	
Standard Parcel Identifier (SPI):	**See table below**	
Local Government Area (Council):	**QUEENSCLIFFE**	www.queenscliffe.vic.gov.au
Council Property Number:	**378005700**	
Directory Reference:	**Melway 499 J4**	

SITE DIMENSIONS

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



Area: 16860 sq. m (1.69 ha)
Perimeter: 525 m
For this property:
Site boundaries
Road frontages

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

1 overlapping dimension label is not being displayed

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

For more accurate dimensions get copy of plan at Title and Property Certificates

PARCEL DETAILS

The letter in the first column identifies the parcel in the diagram above

	Lot/Plan or Crown Description	SPI
A	Lot 1 TP829877	1\TP829877
	PARISH OF PAYWIT	
B	Allot. 4 Sec. 3 AT QUEENSCLIFF,	4~3\PP3380A

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:	**BELLARINE**

PROPERTY REPORT

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

Area Map

Borough of Queenscliffe
Queenscliff & Point Lonsdale, Victoria, Australia

PO Box 93, Queenscliff, VIC 3225
Council Offices: 50 Learmonth Street, Queenscliff, 3225
Phone: 03 5258 1377
Email: info@queenscliffe.vic.gov.au
ABN: 47294157406

LAND INFORMATION CERTIFICATE

Assessment Number: **378005700** | Certificate Number: **4854**| Issued: **25 August 2025**

Strategy Property Law C/- Landata landata.online@servictoria.com.au		Your Reference	77867870-024-8
		Processed By	Lauren.Vosbergen

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1989, Local Government Act 1958, Local Government Act 2020 or under a Local Law of the Borough of Queenscliffe. This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Ratepayers Name ....: J D Harley, A T Bennett, B V Coyte, C E Hardcastle, Others
Property Location ....: 57-73 Glaneuse Road, Point Lonsdale
Title ....: 2303/505 & 2303/505
Capital Improved Value..: $2,800,000.00
Site Value..: $2,400,000.00
Net Annual Value..: $140,000.00
Valuation Effective Date For Rating Purposes..................................: 01 July 2025
APVCC..::110 - Detached Dwelling (ESVF:Residential)
Valuation Date ....:01 Jan 2025

1. RATES CHARGES AND OTHER MONIES:

Current Rates and Charges:	
General Date Levied 01/07/2025 :	$4,755.44
Waste Management Date Levied 01/07/2025 :	$500.00
ESVF Date Levied 01/07/2025 :	$620.40
Date Levied 01/07/2025 :	$0.00
Date Levied 01/07/2025 :	$0.00
Other Rates and Charges:	
Rate Arrears:	$1.50
Interest to 25/08/2025:	$0.00
Costs	$0.00
Debtors	$0.00
Less Pensioner Rebates:	$0.00
Less Payments:	$0.00
Total Due:	**$5,877.34**

BPAY PAYMENT DETAILS

Rates	
BPAY Biller Code	93906
BPAY Customer Reference Number	9515966
Amount Due	$5,877.34

Borough of Queenscliffe
Queenscliff & Point Lonsdale, Victoria, Australia

PO Box 93, Queenscliff, VIC 3225
Council Offices: 50 Learmonth Street, Queenscliff, 3225
Phone: 03 5258 1377
Email: info@queenscliffe.vic.gov.au
ABN: 47294157406

LAND INFORMATION CERTIFICATE

Assessment Number: **378005700** | Certificate Number: **4854**| Issued: **25 August 2025**

RATES AND CHARGES:
Rates and Charges for financial year 1 July 2025 to 30 June 2026. All Rates and Charges due by four (4) instalments due on 30 September 2025, 30 November 2025, 28 February 2026 and 31 May 2026.

In accordance with Section 121, Local Government Act 2020 the purchaser must pay all rates and charges outstanding at the time that person becomes the owner of the land.

OTHER INFORMATION:

A update of information in this certificate will be provided for up to 60 days after date of issue by email request. Council will not be held responsible for information provided verbally.

Contact Council by email on info@queenscliffe.vic.gov.au for an update on the rates balance prior to settlement if this Certificate shows any unpaid rates of charges.

For settlement purposes, after 60 days, a new certificate must be applied for. Please note that payments are subject to clearance.

INTEREST, ARREARS AND COSTS
Any arrears amount(s) shown on the reverse of this certificate will continue to accrue interest on a daily basis, at the prescribed rate until paid in full. Arrears may also incur legal costs. An updated balance should be obtained prior to payment being made.

I hereby certify that, as at the date of issues, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the Borough of Queenscliffe, together with any Notices pursuant to the Local Government Act 2020, Local Laws or any other legislation.

I acknowledge having received the sum of $30.60 being the fee for this certificate.

………………………………………………………
Authorised Officer

Barwon Water

BARWON REGION WATER CORPORATION

☎ **ENQUIRIES 1300 656007**

Information Statement Part A

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

INSTALLATION NUMBER. *17479774* ***APPLICATION NUMBER:*** *502122* ***DATE:*** *23/08/2025*

PROPERTY ADDRESS: *57-73 GLANEUSE RD, POINT LONSDALE, VIC 3225*

YOUR REFERENCE: *357987*

OWNER: *C E Hardcastle, PR, ME, RM Sharp & Others*

COMMENTS: ***Comments***

The following service charges are applicable for the abovenamed property for the period 01/07/2025 to 30/09/2025. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

		Value	**GST**	**Price**
Sewerage Service Charge		160.67	0.00	160.67
Water Service Charge		37.12	0.00	37.12
Total Service Charge	$	197.79	0.00	197.79

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

Charges Due & Payable

		Value	**GST**	**Price**
Sewerage Service Charge		160.67	0.00	160.67
Water Service Charge		37.12	0.00	37.12
TOTAL DUE	**$**	**197.79**	**0.00**	**197.79**

Important Information

Account Not Yet Issued For Service And Volume Charges.

The water meter for this property was last read on 30/05/2025. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via Property enquiry application or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

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

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

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

**** PLEASE NOTE:*** ***Verbal confirmation will not be given after 22/10/2025. Barwon Water will not be held responsible for***
******* ***information provided verbally. For settlement purposes another certificate should be obtained after***
******* ***22/10/2025 and a fee will be payable.***

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

Manager Customer Centre

Strategy Property Law C/- InfoTrack (LEAP) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street Docklands

Biller Code: 585224
Ref Code: 6900 0001 0006 6264 6

Barwon Water

ENQUIRIES 1300 656007

Information Statement Part B

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

25-08-2025

Strategy Property Law C/- InfoTrack (LEAP) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 57-73 GLANEUSE ROAD POINT LONSDALE 3225

I refer to your application received at this office on 23/08/2025. I wish to advise encumbrances which may not be shown on Certificate of Title presently exist in respect of the above property, and are set out below.

Encumbrances: A sewer main vested in Barwon Water is laid as per attached copy of plan.

The plan shows the location of sewers vested in Barwon Water. This information has been obtained from plans kept by Barwon Water for its own purposes. The plans may show the position of such underground water and sewerage services and other structures and equipment relative to fences, buildings, levels, and the like as these existed at the time such plant was installed. The plans have not necessarily been amended to take account of any subsequent change in any matter. Barwon Water does not warrant or hold out that the plans show more than the presence or absence of the services and will accept no liability arising from use of the information shown on the plans.

No Notices served in respect of the property at present remain outstanding, relative to the connection of water supply and/or sewerage services.

It should be noted the erection of any building, wall, bridge, fence, or other structure over, under, or within one metre laterally of any sewer vested in Barwon Water is prohibited by the Water Act 1989, unless the written consent of Barwon Water is first obtained.

Please note: Stage 6A and above of 'The Point' Estate, Point Lonsdale are primarily serviced by a Pressure Sewer system, consisting of a pressure pipe in the street and a collection pit and grinder pump in each property. Barwon Water owns and operates these assets.

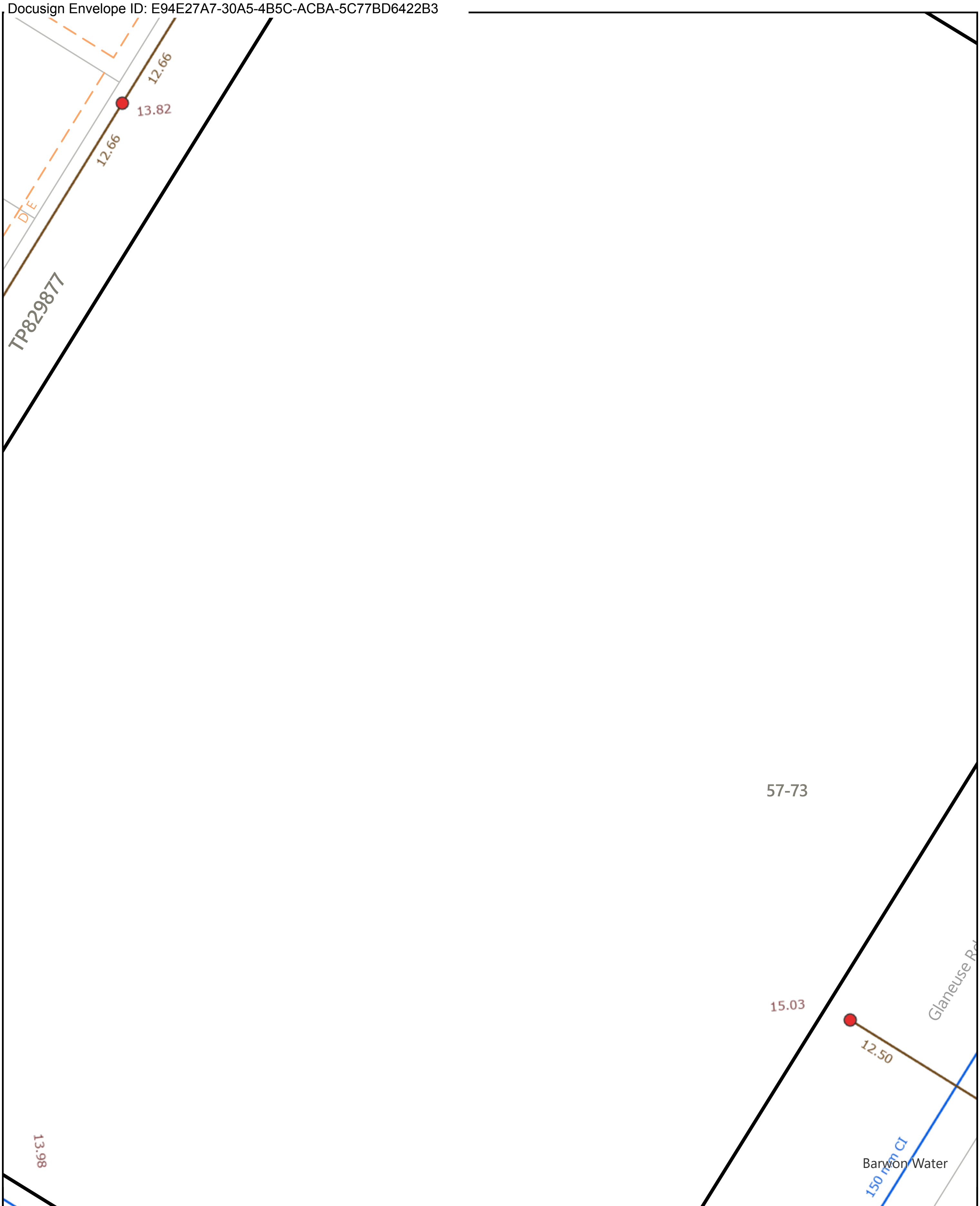
Should your property be located at The Point Estate please contact Barwon Water to discuss the requirements of the pressure sewer system.

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

Our Ref: EC502122
Your Ref: 357987
Agent Ref: 77867870-033-0

Yours faithfully.

Manager Customer Centre



Barwon Water

57-73 GLANEUSE RD POINT LONSDALE

Scale: 1:500

Created: 25/08/2025

Legend

- Gravity Sewer
- Pressure Sewer
- Portable Water
- Recycled Water

N

HERITAGE VICTORIA

HERITAGE CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

APPLICANT:
Strategy Property Law

PROPERTY ADDRESS:
57-73 GLANEUSE ROAD POINT LONSDALE

CERTIFICATE NO:
77867870

PARCEL DESCRIPTION:
Lot 1 TP829877T; Allotment 4 Section 3 at Queenscliff Parish of Paywit

1. **The place is included in the Victorian Heritage Register in the category of Registered Place**

   You can find out more about the site here: http://vhd.heritagecouncil.vic.gov.au/places/1678. This place is protected by law. This means you need approval from Heritage Victoria to make any changes to the place, you must maintain it so that its conservation is not threatened, and you must notify Heritage Victoria if you intend to sell or have purchased the property.

2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made to include the place or object in the Victorian Heritage Register.
5. An application for exclusion from the Victorian Heritage Register has not been made.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are not current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.

AUTHORISED BY:

Ainsley Thompson, Heritage Registrar

(as delegate for Steven Avery, Executive Director, Heritage Victoria)

DATE AUTHORISED: 25/08/2025

Note: This Heritage Certificate is valid at the date of issue.

I am intending to buy the property, what are my obligations?

If you are buying the property, you must notify Heritage Victoria within 28 days of entering into an agreement with a purchaser.

Complete the form: Change of Owner

I am intending to sell the property, what are my obligations?

If you are selling the property, you must notify Heritage Victoria within 28 days of entering into an agreement with a purchaser.

Complete the form: Notice of Intention to Sell

NATIONAL TRUST

6 Parliament Place
East Melbourne
VIC 3002

Email: conservation@nattrust.com.au
Web: www.nationaltrust.org.au

T 03 9656 9818

23 August 2025

Strategy Property Law C/- InfoTrack (LEAP)
c/- Landata
GPO BOX 527
MELBOURNE VIC 3001

File no: B6700 Ballara & Garden

Re:	VOL 2303 FOLIO 505; VOL 8797 FOLIO 814; 57-73 GLANEUSE ROAD, POINT LONSDALE 3225
Reference:	77867870-039-2

Dear Sir/Madam,

With reference to your recent enquiry, I write to advise that as of this date the above **('Ballara & Garden' 57-73 GLANEUSE ROAD, POINT LONSDALE 3225)** property is classified by the National Trust.

The inclusion of a place in the National Trust Heritage Register does not impose any legal obligations on property owners or occupiers. The objective of including a place in the register is to draw community attention to the special importance of that place in the nation's heritage.

Please also note that the property may have been identified on the following statutory registers:

- Victorian Heritage Register—Heritage Victoria, Department of Environment, Land, Water and Planning
  https://www.heritage.vic.gov.au/ or 03 9938 6894
- Victorian Aboriginal Heritage Register—Department of Premier and Cabinet
  vahr@dpc.vic.gov.au or 1800 762 003
- Municipal planning controls—contact the Statutory Planning department of the **BOROUGH OF QUEENSCLIFFE**
- World, National and Commonwealth Heritage Lists—Department of the Environment
  http://www.environment.gov.au/topics/heritage/heritage-places

For further information about classification on the National Trust Register visit: https://www.nationaltrust.org.au/services/heritage-register-vic/

For enquiries please contact the National Trust Conservation & Advocacy Team on 03 9656 9818.

Yours faithfully,

Eleni Courvisanos
Heritage Services Coordinator
National Trust of Australia (Victoria)

Ballara (VIC)	Ballara was built by former Prime Minister Alfred Deakin and his wife Pattie in 1907. It is little altered and contains many original furnishings, papers and art works. Ballara's building and grounds uniquely reflect and embody the visions of one of Australia's leading figures at a major time in his life.	30 June 2028	Natural, Historic	Based on the information in the nomination, the place may meet one or more of the National Heritage criteria (s.324D).

vicroads

ROADS PROPERTY CERTIFICATE

The search results are as follows:

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

Client Reference: 357987

NO PROPOSALS. As at the 23th August 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

57-73 GLANEUSE ROAD, POINT LONSDALE 3225
BOROUGH OF QUEENSCLIFFE

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

Date of issue: 23th August 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77867870 - 77867870135102 '357987'

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / STRATEGY PROPERTY LAW

Your Reference:	2235
Certificate No:	92910748
Issue Date:	26 AUG 2025
Enquiries:	MXS26

Land Address: 57 -73 GLANEUSE ROAD POINT LONSDALE VIC 3225

Land Id	Lot	Plan	Volume	Folio	Tax Payable
4958346	1	829877	2303	505	$0.00
			8797	814	

Vendor: JUDITH DEAKIN HARLEY, CATHERINE ELIZA HARDCASTLE & 6 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS JUDITH DEAKIN HARLEY	2025	$2,650,000	$25,875.00	$0.00	$0.00

Comments: Land Tax of $25,875.00 has been assessed for 2025, an amount of $25,875.00 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$3,000,000
SITE VALUE (SV):	$2,650,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 92910748

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $25,875.00

Taxable Value = $2,650,000

Calculated as $11,850 plus ($2,650,000 - $1,800,000) multiplied by 1.650 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $30,000.00

Taxable Value = $3,000,000

Calculated as $3,000,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 92910748

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 92910748

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Commercial and Industrial Property Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / STRATEGY PROPERTY LAW

Your Reference:	2235
Certificate No:	92910748
Issue Date:	26 AUG 2025
Enquires:	MXS26

Land Address: 57 -73 GLANEUSE ROAD POINT LONSDALE VIC 3225

Land Id	Lot	Plan	Volume	Folio	Tax Payable
4958346	1	829877	2303	505	$0.00
			8797	814	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

CAPITAL IMPROVED VALUE:	$3,000,000
SITE VALUE:	$2,650,000
CURRENT CIPT CHARGE:	**$0.00**

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92910748

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / STRATEGY PROPERTY LAW

Your Reference:	2235
Certificate No:	92910748
Issue Date:	26 AUG 2025

Land Address: 57 -73 GLANEUSE ROAD POINT LONSDALE VIC 3225

Lot	Plan	Volume	Folio
1	829877	2303	505
		8797	814

Vendor: JUDITH DEAKIN HARLEY, CATHERINE ELIZA HARDCASTLE & 6 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 92910748

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 92910744

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 92910744

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

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 (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.