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MADGWICKS LAWYERS

Contract of Sale

Property: Crown Allotment 49C & Portion 9 Denholms Road, Ballan, Vic 3342

Glenys Amy Canty Vendor

MADGWICKS
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SCHEDULE
FORM 1
Estate Agents Act 1980

CONTRACT OF SALE OF REAL ESTATE – PARTICULARS OF SALE

Part 1 of the standard form of contract prescribed by the former *Estate Agents (Contracts) Regulations 2008*

Property address: Denholms Road, Ballan, Vic 3342

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

The terms of this contract are contained in the:

- Particulars of Sale;
- Special Conditions, if any;
- General Conditions; and
- Vendor's Statement,

and in that order of priority.

The Vendor's Statement required by Section 32(1) of the ***Sale of Land Act 1962*** is attached to and forms part of the terms of this contract.

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IMPORTANT NOTICE TO PURCHASERS
COOLING-OFF PERIOD
(Section 31, *Sale of Land Act 1962)*

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

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

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

Exceptions

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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.

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Signing of this Contract

WARNING: THIS IS A LEGALLY BINDING AGREEMENT

YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

Signed by the Purchaser on / / 20

Print name of person signing

State nature of authority if applicable
(eg director, attorney under a power of attorney)

This offer will lapse unless accepted within 14 clear business days (3 days if none specified).

Signed by the Vendor on / / 20

Print name of person signing Glenys Amy Canty

State nature of authority if applicable
(eg director, attorney under a power of attorney)

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

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Particulars of Sale

Vendor's Agent	McFall Real Estate of 136 Inglis Street, Ballan, Vic 3342 Email: emma@mcfallrealestate.com.au Ref: Emma McDougall Tel: (03) 5368 1500 Mobile:
Vendor	**Glenys Amy Canty**
Vendor's legal practitioner or conveyancer	**Madgwicks** of Level 6, 140 William Street, Melbourne, Vic 3000 Ref: MAD:BL:053093 Email: Marie-Anne.Davies@madgwicks.com.au Bridgette.Lemon@madgwicks.com.au Tel: (03) 9242 4723 Fax: (03) 9242 4777
Purchaser	_____ of _____ Email: _____ ABN/ACN _____
Purchaser's Legal Practitioner or Conveyancer	_____ of _____ Email _____ Ref _____ Tel: _____ Fax: _____
Property address	The address of the land is Denholms Road, Ballan, Vic 3342.

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Land (general conditions 7 and 13)

The Land is described in the table below:

Certificate of Title reference	**being lot**	**on plan**
Volume 0814 Folio 681	CA 49C	TP 569873Y
Volume 11303 Folio 307	Portion 9	TP 948570G

Goods sold with the land (general condition 6.3(f))

Not applicable – Vacant Land

Payment (general condition 14)

Price $

Deposit $ being 10% of the Price payable on the Day of Sale

Balance $ payable at Settlement

Settlement Date Is the date upon which vacant possession of the Property shall be given namely, upon acceptance of title and payment of the Price.

Day of Sale Is the date set out on page 4 of this Contract.

GST (general condition 19)

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

Not Applicable

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

Not Applicable

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

Not Applicable

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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 unless the words '**subject to lease**' appear in this box:

Not Applicable

Terms Contract (general condition 30)

If this Contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words **'terms contract'** in this box:

Not Applicable

and refer to general condition 30 and add any further provisions by way of special conditions.

Encumbrances

This sale is NOT subject to an existing mortgage unless the words '**subject to an existing mortgage**' appear in this box:

Not Applicable

If the sale is 'subject to an existing mortgage' then particulars of the mortgage are:

Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and general condition 18 applies, if this box is marked “EC”:

EC

Foreign Investment Schedule

FIRB approval required (special condition 12)

YES ☐

NO ☐

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Special Conditions

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

SPECIAL CONDITIONS

If the Contract is subject to **'special conditions**' then particulars of the special conditions are contained in the following pages of this Contract.

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Special Conditions (SC)

1. Definitions and Interpretation

1.1 Definitions

In this Contract, the following definitions apply unless the context requires otherwise:

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

Bank means an authorised deposit taking institution for which there is in force an authority under Section 9(3) of the *Banking Act 1959* (Cth).

Contaminant includes any substance or other thing in, on or under the Land at a concentration above the concentration at which the substance is normally present in, on or under land in the same locality which may make the use of the Property or the use of neighbouring property unsafe or unfit for humans or animals or which may reduce the capacity of any land to support plant life.

Deed of Guarantee and Indemnity means a Deed of Guarantee and Indemnity in the form attached to this Contract as Annexure A.

Environmental Law means a law regulating or relating to the environment.

FAT Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

FIRB means the Foreign Investment Review Board and includes the Minister of the Australian Government who administers the Government's foreign investment policy under the provisions of the FAT Act.

FIRB Approval means:

(a) a statement that the Contract is not subject to the FAT Act; or

(b) a statement that there are no objections; or

(c) any consent or approval,

by FIRB under the FAT Act to the purchase of the Property by the Purchaser on the terms of this Contract.

Foreign Investment Approval means the issue by the Treasurer of a no objection notification under the FAT Act.

Interest means the interest accrued on the deposit less all fees, taxes and charges imposed or incurred in investing the deposit together with the reasonable costs incurred by the Vendor's Lawyers in opening and maintaining the Deposit Investment Account.

Law means any act, ordinance, regulation, by-law, order or proclamation and includes the requirements of any municipal or statutory body or government or of any permit or approval affecting the Land.

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Loss includes cost (including legal fees and disbursements on a full indemnity basis), liability, loss, fine, penalty, suit, claim or damage.

Outgoings means the periodic outgoings referred to in General Condition 23.1 of this Contract.

Particulars of Sale means the Particulars of Sale forming part of this Contract.

Property means the Land together with any improvements and Goods being sold under this Contract.

Purchaser's Lawyer means the Purchaser's legal representative or conveyancer referred to in the Particulars of Sale.

Registrar means the Registrar of Titles for Victoria.

Relevant Corporation means a company which is not a public company within the meaning of the *Corporations Act 2001* (Cth).

Responsible Authority means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right) and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

SRO means the Victorian State Revenue Office.

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

Utilities means water, recycled water, sewerage, drainage, gas electricity, telecommunications, intranet and internet services, technology and communications and other like services and includes all installations, pipes, wires, fibre optical cables, mains, connections and machinery relating to those services (if any).

Vendor's Agent means the Vendor's estate agent referred to in the Particulars of Sale.

Vendor's Lawyer means Madgwicks Lawyers of Level 6, 140 William Street, Melbourne Victoria.

Vendor's Statement means the Statement provided by the Vendor pursuant to Section 32 of the Act.

1.2 Interpretation

In this Contract, unless the context requires otherwise:

(a) the singular includes the plural and vice versa and a gender includes all genders;

(b) other grammatical forms of defined words or expressions have corresponding meanings;

(c) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

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(d) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and an individual;

(e) a reference to a party is a party to this Contract and a reference to a party to a document includes that party's executors, administrators, successors and permitted assignees and substitutes;

(f) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;

(g) a reference to any thing (including any right) includes a part of that thing but nothing in this clause 1.2(g) implies that performance of part of an obligation constitutes performance of the obligation;

(h) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

(i) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

(j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of it;

(k) money amounts are stated in Australian currency unless otherwise specified; and

(l) any term used in the Special Conditions and Particulars of Sale, has the meaning given to it in the Particulars of Sale.

1.3 Headings

In this Contract headings are for convenience only and do not affect interpretation.

2. Amendments to General Conditions

2.1 Amendments to General Conditions

The General Conditions apply in the form contained in this contract, amended as follows:

(a) General Conditions 3, 4, 9, 12, 14.7(a), 15, 16.1, 21, 22, 30, 31.4, 31.5 and 31.6 are deleted and do not apply to this contract;

(b) General Condition 20.1(c) is amended by replacing the words: "within 2 clear business days after" with "on";

(c) For the purposes of General Condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies;

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(d) General Condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies;

(e) the following words are inserted at the end of General Condition 28.3:

"on the conditions that the purchaser:

(i) gives the vendor reasonable prior notice of its intention to enter the Property;

(ii) has accepted title to the Property;

(iii) enters the Property at its own risk in all things; and

(iv) is responsible for and indemnifies the vendor against all Loss arising out of the purchaser exercising its rights under this condition.";

(f) the words "in accordance with this contract" are inserted after the words "any interest payable" in General Condition 34.2(b)(ii);

(g) without limiting Special Condition 15 or otherwise, the "reasonable costs" referred to in General Condition 34.2(b)(ii) includes $800 plus GST for the preparation of a notice of default (or any lesser amount demanded by the Vendor);

(h) General Condition 28.1 is amended by adding a comma and the word "tax" after the word "demand" on the first line;

(i) General Condition 28.2 is amended by adding a comma and the word "tax" after the word "demand" on the first line;

(j) General Condition 33 is amended from 2% to 4%; and

(k) General Condition 35.4(a) is deleted and replaced with the following:

"(a) an amount equal to the greater of:

(i) the Deposit; and

(ii) 10% of the Price,

is forfeited to the vendor as the vendor's absolute property, whether this amount has been paid or not; and".

3. Miscellaneous

3.1 Alterations

This Contract may be altered only in writing signed by each party.

3.2 Counterparts

This Contract may be executed in counterparts. All executed counterparts together will be taken to constitute one document.

3.3 No waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise by a party of a

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right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

3.4 Entire Contract

This Contract constitutes the entire agreement between the parties in respect of the Property and supersedes all previous agreements, understandings or communications between the parties in connection with the Property. There is no warranty, representation or guarantee of any nature relating to the subject matter of this Contract which is not contained in this Contract or the Vendor's Statement.

3.5 No merger

No provision of this Contract:

(a) merges on or by virtue of Settlement but will continue to have full force and effect; or

(b) is in any way modified, discharged or prejudiced by reason of any investigations made or information acquired by or on behalf of the Purchaser.

3.6 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Contract.

3.7 Severability

A provision or part of a provision of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining provisions of parts of the provision of the Contract will continue in force.

3.8 Governing law and jurisdiction

(a) This Contract will be interpreted under and governed by the laws of Victoria.

(b) Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Contract.

4. Auction

If the Property is offered for sale by public auction, then the sale will be subject to the Vendor's reserve price and the Rules for the conduct of the auction shall be as set out in Schedules to the *Sale of Land (Public Auctions) Regulations 2014* (Vic) or any rules prescribed by regulation which modify or replace those Rules.

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5. Acknowledgements

5.1 The Purchaser acknowledges that:

(a) before signing this or any prior contract for the Land the Purchaser received a copy of this Contract and the Vendor's Statement; and

(b) the Property sold by this Contract shall not pass to the Purchaser until payment in full of the Price.

6. State of repair

6.1 The Purchaser acknowledges having inspected the Property and accepts the Property in the condition it was in at the Day of Sale.

6.2 The Purchaser may not:

(a) delay Settlement, make any objection or claim any compensation from the Vendor by reason of the condition or the state of repair of any of the Property; or

(b) call upon the Vendor to repair or to bear all or any part of the cost of repairing any of the Property.

7. Identity

7.1 The Purchaser purchases the Property as is, as a result of the Purchaser's own inspection and enquiries and the Vendor makes no warranty or representation in respect to the Property and, in particular:

(a) that the Land is identical with the land described in this Contract;

(b) that the Property complies with all laws relating to the Land including environmental laws (and any regulations made under such Acts) and the requirements of any statutory authority;

(c) that the improvements erected on adjoining land do not encroach on the Land;

(d) regarding the condition or quality of the Land, the suitability of the Land for any purpose or about any improvements erected on the Land or services connected to or available to the Land; and

(e) regarding the presence of any Contaminant in, on, under or above the Land and in any ground water or the presence of asbestos in the improvements erected on the Land.

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7.2 The Purchaser:

(a) takes title regardless of:

(i) any planning schemes and regulations or development orders affecting the Land and subject to the easements (if any), restrictive covenants (if any), tenancies (if any) and other encumbrances including those referred to in this Contract or the Vendor's Statement and any rights, easements or encumbrances which are appurtenant to any adjoining property;

(ii) any restriction on the use of the Property pursuant to any development order or town planning scheme or imposed by any Responsible Authority empowered by statute or regulation to control the use of the Property;

(iii) any non-compliance of the Property with the provisions of a law applicable to land or a requirement of a statutory authority;

(iv) any encroachment by the Property or upon the Land;

(v) the condition or state of repair of the Property;

(vi) any defect (whether latent or patent); and

(vii) any installation or service (including sewers, drains, pipes, cables and wires) which are on or pass through or over the Land or which are used in common with or pass through or over adjoining land whether or not there are any easements or rights in respect of such installations or services affecting or benefiting the Land;

and

(b) is not entitled to:

(i) refuse or delay Settlement, terminate this Contract or make any requisition or objection or claim for compensation in respect of the matters raised in Special Condition 7.2(a); or

(ii) call upon the Vendor to:

(A) rectify any non-compliance by the Property with a law applicable to land or a requirement of any statutory authority;

(B) rectify any non-compliance with a covenant affecting the Land;

(C) remove or relocate any improvement as a result of any encroachment by or upon the Land;

(D) reinstate or repair any improvement or fences on the Land or do any other work to the Property

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or bear or contribute towards the cost of doing so.

8. Deposit

8.1 The Deposit paid or payable pursuant to this Contract:

(a) must be held by the Vendor's Agent or the Vendor's Lawyer as stakeholder unless or until the Deposit is released in accordance with the provisions of the Act; and

(b) subject to General Condition 14.1(c), and without creating any obligations upon the Vendor's Lawyer to do so, the Vendor and Purchaser authorise the Vendor's Lawyer to invest the Deposit or any part of it in a Bank.

8.2 Neither the Vendor nor the Vendor's Lawyer are liable to the Purchaser under any circumstances for the loss of the Deposit (or any interest), including taxation of the interest due to the negligence, default or insolvency of the Bank or any other third party and the parties forever release the Vendor and the Vendor's Lawyer for any cost, loss, liability or damage arising in any way from or related to investment of the Deposit in good faith and pursuant to this Special Condition.

8.3 The Purchaser will provide the Vendor's Lawyer with the Purchaser's tax file number as soon as possible after the Day of Sale.

8.4 The stakeholder is entitled to withhold any amount of money that is necessary to meet any:

(a) withholding tax liability if any party has not provided a relevant tax file number or if there is some concern as to liability for withholding tax being imposed upon the stakeholder as a result of the Deposit being placed into a bank account; and

(b) charges imposed by the Bank or any statutory authority in relation to the Deposit.

8.5 The Deposit, including any interest earned on the investment of the Deposit (less charges incurred in investing and withdrawing the Deposit and taxation charges), will be paid:

(a) on Settlement of this Contract, or the earlier release of the Deposit pursuant to the Act, to the Vendor; or

(b) if the Contract is not completed, to the party entitled to the Deposit in the relevant circumstances.

9. Nominee

9.1 The Purchaser may nominate a substitute or additional Purchaser not less than 14 days prior to the Settlement Date.

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9.2 In order to nominate, the Purchaser must submit to the Vendor's Lawyer:

(a) a signed nomination form nominating an additional or substitute purchaser;

(b) a Deed regarding Nomination executed in the form of the Deed regarding Nomination attached to this contract, executed by the substitute or additional purchaser; and

(c) if the nominee is or includes a corporation not listed on the Australian Stock Exchange, a Deed of Guarantee and Indemnity executed by the director(s) of that nominee.

9.3 If the Purchaser nominates a substitute or additional Purchaser the Purchaser must pay the Vendor's costs of $400 plus GST for each and every nomination by the Purchaser. These costs must be included in the statement of adjustments and paid at Settlement.

9.4 The named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract.

9.5 If the nominee is a corporation, the requirement of Special Condition 9.2(c) is an essential term of this Contract.

10. Guarantee and indemnity

10.1 If the Purchaser is or includes a corporation, other than a corporation the shares of which are listed on the Australian Stock Exchange, the Purchaser must deliver to the Vendor at the same time as signing this Contract a Deed of Guarantee and Indemnity executed by the director(s) of the corporation.

10.2 If the Purchaser is a corporation, the requirement to deliver a Deed of Guarantee and Indemnity is an essential term of this Contract.

11. Stamp Duty: Purchasers buying in unequal interests

11.1 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records on the Day of Sale the proportions in which they are buying the Property (**the proportions**).

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

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

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12. Non-Australian Resident – FIRB warranty

12.1 If the word "No" has been ticked in the Foreign Investment Schedule of the Particulars of Sale, or this section of the Particulars of Sale is otherwise not completed, then:

(a) The Purchaser warrants that the FAT Act (as amended) does not apply to the Purchaser or to the Purchaser entering this Contract.

(b) In the event of there being a breach of the above warranty, whether intentional or not, the Purchaser indemnifies and compensates the Vendor for all costs which may be incurred by the Vendor as a consequence of the breach by the Purchaser.

(c) This warranty and indemnity will not merge on completion of this Contract.

12.2 If the word "Yes" has been ticked in the Foreign Investment Schedule of the Particulars of Sale:

(a) then this Contract is subject to and conditional upon the Purchaser obtaining Foreign Investment Approval (**FIA**) under the FAT Act (as amended) for it to purchase the Property;

(b) the Purchaser must lodge its application for FIA and provide evidence to the Vendor that it has done so within 14 days after the Day of Sale. If the Purchaser does not comply with this Special Condition 12.2(b), the Vendor may, at any time before the Purchaser provides evidence to the Vendor that it has lodged such application, end this Contract by notice to the Purchaser with immediate effect;

(c) if the Purchaser does not obtain the FIA for it to purchase the Property within 40 days after the Day of Sale, the Purchaser may end this Contract with immediate effect by notice in writing to the Vendor within 43 days after the Day of Sale. If the Purchaser does not end this Contract in accordance with this Special Condition 12.2(c) within 43 days after the Day of Sale, the Contract will become unconditional and the Purchaser's right to end this Contract under this Special Condition 12.2(c) will end, and this Special Condition 12.2(c) will no longer apply to this Contract;

(d) if the Purchaser does not provide evidence to the Vendor that it has obtained the FIA under the FAT Act (as amended) for it to purchase the Property within 43 days after the Day of Sale, the Vendor may at any time before the Purchaser provides evidence that it has obtained such approval, end this Contract by notice to the Purchaser with immediate effect. If the Contract is ended under this Special Condition, the Deposit will be forfeited to the Vendor; and

(e) if this Contract is ended under Special Condition 12.2(c), the Deposit will be refunded to the Purchaser and no party will have any further liability to the other in relation to this Contract, except in relation to any antecedent breach.

12.3 General Condition 34 does not apply to this Special Condition.

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13. Delay of settlement

If the transfer of land has not been delivered to the Vendor in accordance with General Condition 10, the Vendor is entitled but not obliged to delay settlement until the date that is 10 days after the date the transfer of land is received by the Vendor and the Vendor is entitled to charge the Purchaser interest in accordance with Special Condition 14 from the settlement date under the Contract.

14. Interest

Any interest payable under this Contract will be calculated as set out in General Condition 33, capitalised daily.

15. Default and Purchaser to indemnify

15.1 The Purchaser is responsible for all Loss incurred or suffered directly or indirectly by the Vendor caused or contributed to by the Purchaser:

(a) breaching any warranty under this contract;

(b) failing to comply with this contract; or

(c) in accordance with Special Condition 11,

including, without limitation:

(d) Loss occasioned as a result of a breach of this Contract by the Purchaser, the Land is registered in the name of the Vendor at midnight on 31 December following the Settlement Date;

(e) Loss incurred or suffered directly or indirectly under another contract;

(f) legal fees and disbursements on a full indemnity basis and any counsel or consultant's fees and expenses at the rate charged to the Vendor incurred in obtaining any relevant advice about a breach or failure to comply; and

(g) additional costs and expenses including Interest, discount on bills and borrowing expenses that exceed Interest payable to the Vendor under this contract.

15.2 The Purchaser indemnifies and keeps indemnified the Vendor against all Loss referred to in Special Condition 15.1.

15.3 Each indemnity in this contract is a continuing obligation, separate and independent from the other obligations of the Purchaser and is not affected by:

(a) the granting of time, forbearance or other concession;

(b) any absolute or partial release;

(c) any variation, novation, nomination, renewal or assignment;

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(d) the fact that this contract is wholly or partially void, voidable or unenforceable;

(e) any exercise or purported exercise of any right; or

(f) completion or termination of this contract.

15.4 The Vendor need not incur a Loss or make a payment before enforcing a right of indemnity conferred by this contract and the Purchaser will pay the amount owing under this indemnity on demand by the Vendor.

15.5 If settlement is required to be re-scheduled due to the default of the Purchaser, the Vendor and/or the Vendor's Lawyer may charge the Purchaser a fee which reflects the costs associated with-rescheduling the settlement and the Purchaser authorises the Vendor's Lawyer to recover the costs by way of adjustment in the statement of adjustments. The fee is in additional to any other costs and losses that the Vendor may otherwise seek from the Purchaser.

16. Adjustments

16.1 The Purchaser must prepare and deliver to the Vendor's Lawyer a statement of adjustments together with supporting certificates required for Settlement.

16.2 Where Settlement does not occur on the date set out on the adjustments, except where Settlement does not occur due to a delay by the Vendor, no change will be made to the adjustment date in the statement of adjustments. For the avoidance of doubt, should the Purchaser delay Settlement, and despite any agreement from the Vendor to an extension to the Settlement Date, the Purchaser will pay the adjustable outgoings from the original date for Settlement.

16.3 All rates, taxes, assessments and outgoings (collectively referred to as "the outgoings") in respect of the Land will be paid by the Vendor and borne by the Purchaser as from the date on which the Purchaser becomes entitled to possession and will, if necessary, be apportioned between the Vendor and Purchaser.

16.4 If a separate assessment has not issued in respect of any of the outgoings, the Purchaser must pay the proportion that the area of the Land bears to the total area of the land to which the outgoings relate.

16.5 The Vendor will pay all outgoings when they are due to be paid and the Purchaser cannot require them to be paid at or before settlement.

16.6 Notwithstanding the provisions of Special Condition 16.5, all outgoings will be apportioned as if they had been paid by the Vendor.

17. Planning Controls and Conditions

The Purchaser buys the Property subject to the applicable planning scheme, any planning permits for the Property and any other applicable planning controls including, but not limited to:

(a) The Moorabool Planning Scheme;

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(b) any Section 173 Agreement; and

(c) any controls, encumbrances and restrictions noted or to be noted on the Plan.

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General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

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10. TRANSFER AND DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that:

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

(ii) has a market value of not more than $5,000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18 5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

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(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible -

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

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

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendors subscriber or, if there is no vendors 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:

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(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a "going concern":

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a "margin scheme" supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and

(b) "GST" includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to

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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 AND CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post; or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

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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

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(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.

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Annexure A – Deed of Guarantee and Indemnity

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Deed of Guarantee and Indemnity

Name (first guarantor): _____

Address (first guarantor): _____

AND

Name (second guarantor): _____

Address (second guarantor): _____

(**Guarantor**)

Introduction

A. The Vendor and the Purchaser are parties to the Contract.

B. The Guarantor has agreed to give the guarantee and to grant the undertakings on the terms and conditions contained in this Deed in favour of the Vendor in relation to the obligations of the Purchaser under the Contract.

Operative provisions:

1. Guarantee and indemnity

1.1 Consideration

The Guarantor acknowledges that the Vendor is acting, and entering into the Contract, in reliance on the Guarantor incurring obligations and giving rights under, or by virtue of, this Deed.

1.2 Guarantee

The Guarantor unconditionally and irrevocably guarantees to the Vendor the due and punctual performance by the Purchaser of the Guaranteed Obligations. If the Purchaser does not perform or observe the Guaranteed Obligations on time, and in accordance with the Contract, then the Guarantor must perform those obligations on demand in writing from the Vendor.

1.3 Demand

Any amount which the Guarantor is liable to pay the Vendor under this Deed must be paid on demand being made by the Vendor on the Guarantor. Any such demand will:

(a) be in writing;

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(b) state the amount, and provide details of the requirements for the performance of any non-monetary obligation, being demanded; and

(c) be served in accordance with clause 8.

1.4 Indemnity

The Guarantor unconditionally and irrevocably indemnifies the Vendor for all losses, costs, expenses, damages and liabilities which the Vendor incurs or suffers because the Purchaser fails to duly and punctually perform and observe any of the Guaranteed Obligations whether in whole, or in part.

1.5 Additional Indemnities

Whether or not the Vendor exercises any rights it may have under the Contract (including to terminate) and without being affected by the exercise of any such rights, the Guarantor unconditionally and irrevocably indemnifies the Vendor for all losses, costs, expenses, damages and liabilities which the Vendor incurs or suffers because:

(a) the liability to perform or observe the Guaranteed Obligations is unenforceable in whole, or in part, including as a result of the lack of capacity, power or authority, or improper exercise of power or authority;

(b) the Guaranteed Obligations are rescinded, or terminated, by the Vendor;

(c) the Purchaser disregards an order for specific performance of the Guaranteed Obligations; or

(d) the Vendor is unable to enforce the performance, or observance, of the Guaranteed Obligations for any reason whatsoever.

1.6 Extent of guarantee and indemnity

The Guarantor agrees:

(a) to pay to the Vendor a sum equal to the amount of any loss, cost, expense, damage or liability described in clauses 1.4 and 1.5; and

(b) that despite any intervening payment, settlement or other thing, each of the guarantees and indemnities provided under, or by virtue of, this Deed is continuing security, extends to all of the Guaranteed Obligations, and:

(i) continues in full force and effect until the Purchaser has complied with all the Purchaser's obligations under the Contract; and

(ii) extends to claims by the Vendor for loss or damage arising from the repudiation of the Contract or breaches of the terms of the Contract by the Purchaser, and to claims by the Vendor resulting from, or consequent upon, the rescission or termination of the Contract upon breach of the Contract by the Purchaser.

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1.7 Joint and several liability of Guarantor

If the Guarantor is made up of more than one person, the obligations of those persons are joint and several and any reference to the Guarantor is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

1.8 No limitation - rights of Vendor protected

A Guarantor's liability and the Vendor's rights under or by virtue of this Deed and the Contract are not limited, and are not prejudiced or otherwise affected, by anything which might otherwise affect a Guarantor or the Vendor under law, in equity or otherwise, including any one or more of the following:

(a) the Vendor granting time or other indulgence to or compromising with or partially releasing the Purchaser or a Guarantor;

(b) laches, acquiescence, delay, acts, omissions or mistakes on the part of the Vendor;

(c) a variation or novation of the Contract with or without the Guarantor's consent;

(d) an assignment of rights in connection with the Guaranteed Obligations;

(e) the dissolution or other incapacity of the Purchaser;

(f) the appointment of an administrator, provisional liquidator, receiver or receiver and manager, or trustee over the Purchaser;

(g) the death or incapacity of the Purchaser;

(h) the acceptance of repudiation or other termination in connection with the Guaranteed Obligations;

(i) invalidity or irregularity in the execution of this Deed by any Guarantor or any deficiency or irregularity in the exercise of the powers of any Guarantor to enter into this Deed and/or perform and observe its obligations under or by virtue of this Deed;

(j) any obligation of the Purchaser or of any other guarantor being discharged by operation of law, equity or otherwise; or

(k) the invalidity or unenforceability of an obligation or liability of a person other than the Guarantor, including the Purchaser under the Contract.

2. Payments

In making a payment under clause 1.6(a), the Guarantor, as principal debtor, agrees that:

(a) they will make such payments in full and without set-off or counterclaim, and without any deductions whatsoever;

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(b) the Vendor may retain all money received including dividends received from the Purchaser's liquidator or receiver and is required to allow the Guarantor a reduction in its liability under or by virtue of this Deed only to the extent of the amount received;

(c) the Guarantor must not seek to recover money from the Purchaser to reimburse the Guarantor for payments made to the Vendor until the Vendor has been paid in full;

(d) the Guarantor must not prove in the liquidation, winding up, arrangement or assignment of or in relation to the Purchaser for any amount which the Vendor has demanded from a Guarantor; and

(e) the Guarantor must pay the Vendor all money which the Vendor refunds to the Purchaser's liquidator or receiver as preferential payments received by the Vendor from the Purchaser.

3. Liabilities not affected

The liability of the Guarantor under or by virtue of this Deed is not affected:

(a) because any other person who was intended to enter into the Contract or this Deed or otherwise become a co-surety or co-indemnifier for payment of the Guaranteed Obligations or other money payable under or by virtue of this Deed has not done so or has not done so effectively; or

(b) because a person who is a co-surety or co-indemnifier for payment of the Guaranteed Obligations or other money payable under or by virtue of this Deed is discharged under an agreement, under a statute or a rule or principle of law or equity.

4. Guarantor's rights suspended

As long as the Guaranteed Obligations may be required to be performed or observed or other money payable under or by virtue of this Deed remains unpaid, the Guarantor cannot:

(a) reduce their liability under or by virtue of this Deed by claiming that they have a right to set-off or counterclaim against anyone, including the Vendor;

(b) make a claim or enforce a right against the Purchaser or any other guarantor or against any one of their estates or property;

(c) prove in competition to the Vendor in respect of the Purchaser or any other guarantor; or

(d) claim an entitlement by way of contribution, indemnity, subrogation, marshalling or other benefit of a security interest or guarantee ("**Entitlement**"), or share in such Entitlement now or subsequently while this Deed remains in force or claim other money payable under or by virtue of this Deed.

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5. Reinstatement of rights

If a claim is made that all or part of a payment, obligation, settlement, conveyance, transfer or transaction in connection with the Contract, the Guaranteed Obligations, or other money payable under or by virtue of this Deed is void or voidable and the claim is upheld, conceded or compromised, then:

(a) the Vendor is immediately entitled as against the Guarantor to the rights in connection with the Contract or this Deed to which it was entitled immediately before the transaction; and

(b) the Guarantor agrees, on request from the Vendor, to do anything (including signing any document) to restore to the Vendor to the position held by the Vendor immediately prior to that payment, obligation, settlement, conveyance, transfer or transaction.

The Guarantor's obligations under this clause are continuing obligations, independent of the Guarantor's other obligations under or by virtue of this Deed and continue after this Deed ends.

6. Application of money

The Vendor may apply money paid by the Purchaser or the Purchaser's estate, the Guarantor or otherwise, towards satisfaction of the Guaranteed Obligations and other money payable under or by virtue of this Deed in any manner it sees fit.

7. Costs

The Guarantor agrees to, and will, pay the Vendor on demand, all of the Vendor's reasonable costs and expenses relating to this Deed.

8. Notices

Any notice from the Vendor to the Guarantor may be given by hand delivery, post, facsimile or email to the Guarantor's address last known to the Vendor or to the registered office of the Purchaser, if any. A notice so given is taken to be received by the Guarantor:

(a) if hand delivered, on delivery;

(b) if sent by regular post, six Business Days after the date of posting;

(c) if sent by priority post, four Business Days after the date of posting;

(d) if sent by post to or from a place outside Australia, ten Business Days after the date of posting;

(e) if sent by facsimile, when legibly received by the Guarantor with receipt being evidenced by a report generated by the Vendor's (or the Vendor's

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representative's) facsimile system confirming successful transmission of the entire notice; and

(f) if sent by email, when the Vendor's (or the Vendor's representative's) email system confirms successful delivery of the notice to the Guarantor's server.

9. Continuing obligations

The Guarantor's obligations and liabilities under or by virtue of this Deed, continue to be valid and binding despite any change (whether by amalgamation, reconstruction or otherwise) which may be made in the constitution of the Vendor, the Purchaser or any of the Guarantor but will in all respects, and for all purposes, be binding until discharged by performance.

10. No assignment by Guarantor

The rights and obligations of the Guarantor under or by virtue of this Deed are personal. They cannot be assigned, encumbered or otherwise dealt with and no Guarantor may attempt or purport to do so without the prior written consent of the Vendor. The rights and obligations of the Vendor may be assigned, transferred or otherwise dealt with in the absolute discretion of the Vendor.

11. No merger

Despite any rule or principle of law or equity or any statutory provision to the contrary, the Vendor's rights under or by virtue of this Deed are additional to and do not merge with or affect, and are not affected by:

(a) any other guarantee, indemnity, mortgage, charge, security interest or other encumbrance, or other right or remedy to which the Vendor is entitled;

(b) a judgment which the Vendor obtains against the Guarantor or any other person in connection with the Contract; or

(c) any other obligation of the Guarantor to the Vendor.

12. Partial exercising of rights

If the Vendor does not exercise a right or remedy fully or at a given time, the Vendor may still exercise the right or remedy at a later time.

13. Remedies cumulative

The Vendor's rights and remedies under this Deed are in addition to any other rights and remedies given by law, equity or statutory provision independently of this Deed.

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14. Governing law and jurisdiction

(a) This Deed will be interpreted under and governed by the laws of Victoria.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Deed.

15. General definitions, Contract definitions and Interpretation

15.1 General definitions

In this Deed, the following definitions apply unless the context requires otherwise:

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

Contract means the Contract of Sale of Real Estate at Denholms Road, Ballan, Vic 3342 dated on or about the date of this Deed and to which this Deed is annexed.

Guaranteed Obligations means all of the obligations of the Purchaser to the Vendor under the Contract including moneys payable by the Purchaser under the Contract and the due and punctual performance and observance of every obligation of the Purchaser under, or by virtue of, the Contract whether monetary or non-monetary, present or future, actual or contingent.

15.2 Contract definitions

Unless the context requires otherwise or the relevant term is defined in this Deed, terms defined in the Contract have the same meaning in this Deed, irrespective of whether or not the Contract is legally binding and enforceable.

15.3 Interpretation

In this Deed, unless the context requires otherwise:

(a) the singular includes the plural and vice versa and a gender includes all genders;

(b) other grammatical forms of defined words or expressions have corresponding meanings;

(c) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

(d) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and an individual;

(e) a reference to a clause, paragraph, schedule or annexure is a reference to a clause, paragraph, schedule or annexure to this Deed;

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(f) a reference to a document (including a reference to this Deed) includes all amendments or supplements to, or replacements or novations of that document;

(g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;

(h) a reference to a party is a party to this Deed and a reference to a party to a document includes that party's executors, administrators, successors and permitted assignees and substitutes;

(i) a reference to any thing (including any right) includes a part of that thing but nothing in this clause 15.3 implies that performance of part of an obligation constitutes performance of the obligation;

(j) money amounts are stated in Australian currency unless otherwise specified;

(k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) bind them jointly and severally;

(l) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

(m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Deed or any part of it;

(n) if a period of time dates from a given day or the day of an act or event it is to be calculated exclusive of that day; and

(o) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.

15.4 Headings

In this Deed headings are for convenience only and do not affect interpretation.

DocuSign Envelope ID: 073EDAA1-11DC-4339-9C7B-64F1244DC884

Executed as a Deed Poll

Signed Sealed and Delivered by)
)
_____)
[first guarantor])
in the presence of:)
)

_____ _____
Witness Signature Guarantor Signature

_____ _____
Name of witness (please print) Name of Guarantor (please print)

_____
Address of witness (please print)

Signed Sealed and Delivered by)
)
_____)
[second guarantor])
in the presence of:)
)

_____ _____
Witness Signature Guarantor Signature

_____ _____
Name of witness (please print) Name of Guarantor (please print)

_____
Address of witness (please print)

DocuSign Envelope ID: 073EDAA1-11DC-4339-9C7B-64F1244DC884

Annexure B – Deed regarding Nomination

DocuSign Envelope ID: 073EDAA1-11DC-4339-9C7B-64F1244DC884

Deed regarding Nomination

Date 2024

Glenys Amy Canty of 14 Latrobe Street, Caulfield South, Vic 3162
(Vendor)

#[**Purchaser**]# ([Purchaser ACN/ABN]) of #[Purchaser Address]#
(Named Purchaser)

#[**Nominee name**]# ([Nominee ACN/ABN]) of #[Nominee Address]#
(Nominee)

#[**Nominee address**]#
(Nominee's Address)

Denholms Road, Ballan, Vic 3342
(Property)

#[**Date of Sale**]#
(Day of Sale)

Background

A. Under a Contract of Sale of Real Estate made on the Day of Sale, the Named Purchaser entered into a contract to purchase the Property from the Vendor (Contract).

B. In accordance with the Contract and the nomination form dated [insert date], the Named Purchaser desires to nominate the Nominee as substitute/additional transferee.

C. This Deed is made and delivered to the Vendor to satisfy [Special Condition 9] and the General Conditions of the Contract.

Agreed terms:

1. Nominee covenants with the Vendor

The Nominee covenants with the Vendor:

(a) that the Nominee guarantees to the Vendor that the Named Purchaser will punctually and properly comply with all its obligations under the Contract including, without limitation, any that are capable of having effect after Settlement (as defined in the Contract);

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(b) that the Nominee is empowered to enter into this deed and can do so without consent from any other person or has already obtained that consent;

(c) that the Nominee is not prohibited by or under any law (including the *Foreign Acquisitions and Takeovers Act 1975* (Cth)) from entering into this deed, accepting the Named Purchaser's nomination as substitute/additional Purchaser and from taking transfer of title to the Property; and

(d) neither the Vendor nor anyone on its behalf has made any representation or given any warranties to the Nominee concerning the Property or the Contract.

2. Nominee's indemnity

The Nominee indemnifies the Vendor:

(a) in terms identical to every indemnity given or to be given by the Named Purchaser under the Contract; and

(b) from and against all loss and damage the Vendor may suffer or incur if:

(c) the Named Purchaser fails to comply with any of its obligations under the Contract; or

(d) the Nominee fails to comply with any of its obligations under this deed.

3. Vendor's costs

The Nominee covenants to reimburse to the Vendor all reasonable costs it incurs in connection with the guarantee and indemnities given by the Nominee under this Deed. If the amount of those costs is stated in the Contract, the Nominee acknowledges that costs in that amount are reasonable and payable by it under this Deed.

4. Margin Scheme if contract so provides

The Nominee agrees with the Vendor that, in relation to the supply of real estate to the Nominee under the Contract, the Margin Scheme must or may be used by the Vendor to calculate GST payable in connection with that supply if the Contract provides that it must or may be used in connection with its supply of real estate to the Named Purchaser and the Nominee acknowledges that as a result the Nominee may not be entitled to an Input Tax Credit.

5. Sale of a going concern if contract so provides

The Nominee agrees with the Vendor that the supply made to the Nominee in accordance with the Contract is the supply of a "going concern":

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(a) if the Contract provides that supply to the Named Purchaser under the Contract is the supply of a going concern; and

(b) if the Nominee gives to the Vendor by no later than 7 days before the due date for settlement, or such later date at or prior to settlement as the Vendor agrees, proof that the Nominee is registered for GST, failing which the supply made to the Nominee in accordance with the Contract will not be the supply of a "going concern".

6. Farming business if contract so provides

The Nominee warrants to the Vendor that if the supply under the Contract is the supply of a farming business that the Nominee intends that a farming business will be carried on after Settlement (as defined in the Contract).

7. Residential property

The Nominee warrants to the Vendor that, if the supply under the Contract is the supply of a residential property, it intends to use the Property for residential purposes.

8. Pay GST

The Nominee will pay to the Vendor on demand an amount equal to any GST payable by the Vendor in connection with any supply made under the Contract if, despite any provision in the Contract or this deed, GST is payable by the Vendor in relation to any supply made to the Nominee.

9. Charge on the Land

The Nominee:

(a) charges its interest in the Property with payment of any moneys payable under clause 8 and acknowledges that the Vendor may lodge a caveat on the title to the Property in respect of that charge;

(b) will, at the Vendor's request, sign all documents and do all things reasonably required so that the Vendor is able to perfect, register or enforce that charge.

10. Nominee's Acknowledgement

The Nominee acknowledges that it is not a party to the Contract and accordingly:

(a) none of the Purchaser's Rights in respect of the Contract have been transferred or novated to the Nominee; and

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(b) none of the Vendor's representations and warranties in the Contract or the Vendor's Statement (if any) have been made to the Nominee and accordingly cannot be relied on by the Nominee for any purpose.

11. Rules of Interpretation

The rules of interpretation set out in [Special Conditions 1, 2 and 3] of the Contract apply to this deed as if they were set out in this deed at length and words defined in the Contract have the same meanings in this deed.

12. Non-merger

The parties agree that the terms of this Deed do not merge on Settlement.

Drafting Note: To be executed by the Purchaser's Nominee.

Ensure to amend signing clause(s) as appropriate.

Executed as a Deed Poll

Signed, sealed and delivered by #**[Company Name]**# **#[Company ACN/ABN]#** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director	Signature of director/secretary (Please delete as applicable)
Name (print)	Name (print)

Signed, sealed and delivered by **#[Name of individual]#** in the presence of:

Signature of witness	Signature
Name (print)	

DocuSign Envelope ID: 073EDAA1-11DC-4339-9C7B-64F1244DC884

MADGWICKS
LAWYERS

Vendor's Statement

Important notice to purchasers

The vendor makes this Statement in relation to the Land in accordance with Section 32 of the *Sale of Land Act* 1962 (Vic) (**SLA**). The vendor may sign by electronic signature.

The purchaser acknowledges receipt of this Statement with the relevant annexures before signing a contract of sale to purchase the Land.

Land: Crown Allotment 49C & Portion 9
Denholms Road, Ballan, Vic 3342

Glenys Amy Canty Vendor

MADGWICKS
ABN 82 199 611 971

Level 6
140 William Street
Melbourne VIC 3000
Australia

T: +61 3 9242 4744
F: +61 3 9242 4777
E: madgwicks@madgwicks.com.au
W: madgwicks.com.au

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LAW FIRMS WORLDWIDE

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Vendor's Statement

1. Financial matters - outgoings and statutory charges

1.1 Details concerning any rates, taxes, charges or other similar outgoings affecting the Land (including and any interest payable on any part of them which is unpaid) for which the purchaser may become liable in consequence of the sale and of which the vendor might reasonably be expected to have knowledge (but excluding any GST payable in accordance with a contract of sale for the Land):

(a) As set out in the certificates **attached** to this Vendor's Statement.

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

Except as set out in the attachments to this Vendor's Statement and the contract of sale for the Land, none to the best of the vendor's knowledge.

2. Land use

2.1 Details of any easement, covenant, caveat or other similar restriction (whether registered or unregistered) affecting the Land are set out in the attached copies of title documents and includes:

(a) the easements existing over the Land by virtue of Section 98 of the *Transfer of Land Act* 1958 and any easements or rights implied by Section 12 of the *Subdivision Act 1988* (Vic);

(b) any encumbrances in favour of Central Highlands Region Water Corporation;

(c) any restrictions contained in any planning permit, as amended from time to time, including without limitation any requirement by Moorabool Shire Council;

Note: Sewers/drains (if any) may be laid outside registered easements.

2.2 Particulars of any existing failure to comply with the terms any easement, covenant, caveat or restriction (whether registered or unregistered) affecting the Land are:

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

2.3 The Land **is** in a designated bushfire-prone area within the meaning of regulations made under the *Building Act 1993* (Vic).

2.4 There **is** access to the Land by road.

2.5 Details of the planning scheme affecting the Land are contained in the **attached** certificate.

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3. Notices

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

None to the best of the vendor's knowledge.

3.2 Particulars of any notices, property management plans, reports or order in respect of the Land issued by any 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 are as follows:

Not applicable.

3.3 Particulars of any notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act 1986* (Vic) are as follows:

Not applicable.

However, the purchaser should note that the vendor has no means of knowing of all decisions of public authorities and government departments affecting the Land unless communicated to the vendor.

4. Building Approvals

4.1 Particulars of any building permit granted during the preceding seven years under the *Building Act 1993* (Vic) in relation to a residence on the Land:

No such approvals have been granted. Refer to building information **attached**.

4.2 Particulars of any owner-builder works undertaken during the period prescribed by the *Building Act 1993* (Vic).

Not applicable – vacant land.

5. Owners Corporation

5.1 The Land is **not** affected by an owners corporation within the meaning of the *Owners Corporation Act 2006* (Vic).

6. Services

No services are connected to the Land – vacant land.

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7. Title

7.1 Copies of the following documents are attached to this Vendor's Statement:

(a) Register search statement and the document, or part of a document, referred to as the diagram location in the register search statement that identifies the Land and its location for Certificate of Title Volume 00814 Folio 681

(b) TP 569873Y

(c) Register search statement and the document, or part of a document, referred to as the diagram location in the register search statement that identifies the Land and its location for Certificate of Title Volume 11303 Folio 307

(d) TP 948570G

(e) Planning Certificate

(f) Planning Property Report

(g) Moorabool Shire Council Land Information Certificate

(h) Central Highlands Water Information Statement

(i) Central Highlands Water Asset Plan

(j) Land Tax Clearance Certificate

(k) Windfall Gains Tax Certificate

(l) Moorabool Shire Council Building Certificate 1

(m) EPA Certificate

(n) VicRoads Certificate

(o) Due Diligence Checklist

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Signing page

Vendor: GLENYS AMY CANTY

Vendor's signature DocuSigned by: Glenys Amy Canty B7AEFBD8F6CE4E7...

Date of signing 13 March 2024 | 20:10:54 AEDT

Purchaser _____

Purchaser's signature _____

Date of signing _____

Purchaser _____

Purchaser's signature _____

Date of signing _____

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

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

VOLUME 00814 FOLIO 681

Security no : 124112867264U
Produced 22/02/2024 12:57 PM

CROWN GRANT

LAND DESCRIPTION

Crown Allotment 49C Township of Ballan Parish of Ballan.

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GLENYS AMY CANTY of 14 LATROBE STREET CAULFIELD SOUTH
K683265 19/12/1983

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.

DIAGRAM LOCATION

SEE TP569873Y FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: DENHOLMS ROAD BALLAN VIC 3342

DOCUMENT END

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Document Type	**Plan**
Document Identification	**TP569873Y**
Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**22/02/2024 12:57**

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TITLE PLAN

EDITION 2

TP 569873Y

Location of Land

Parish: BALLAN
Township: BALLAN
Section:
Crown Allotment: 49C
Crown Portion:

Last Plan Reference:
Derived From: VOL 0814 FOL 681
Depth Limitation: NIL

Notations

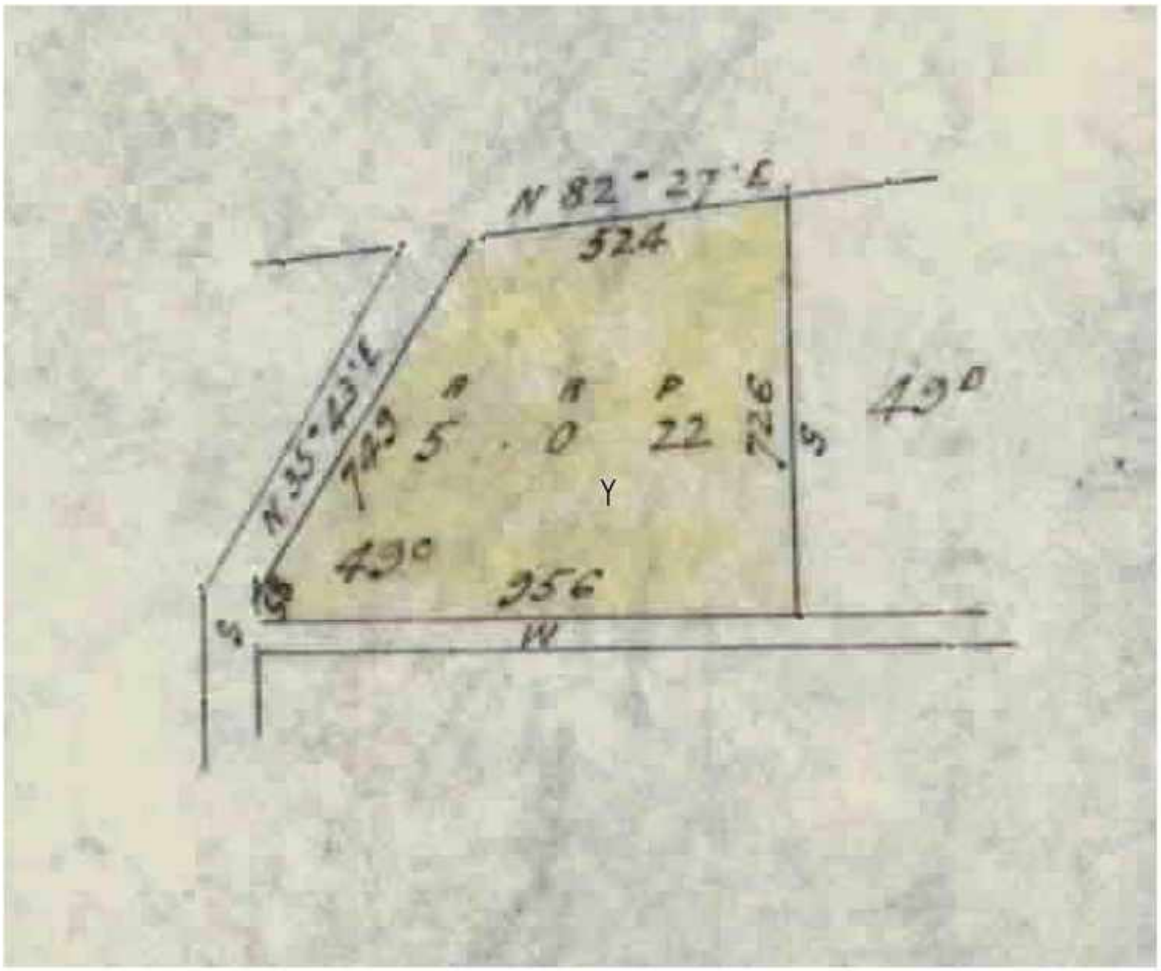
SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL. 0814 FOL. 681 AND NOTED ON SHEET 2 OF THIS PLAN

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

Description of Land / Easement Information

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
COMPILED: 18/07/2000
VERIFIED: CL

COLOUR CODE
Y = YELLOW



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

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TITLE PLAN		TP 569873Y

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

ALL THAT PIECE OF LAND in the said Colony containing *five acres and twenty two perches or thereabouts being Allotment forty nine C in the Parish of Ballan County of Grant*
Township of Ballan

delineated with the measurements and abuttals thereof in the map drawn in the margin of these presents and therein colored 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 full 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 PROVIDED ALWAYS that it shall be lawful for us our heirs and successors at any time on paying full compensation to the said GRANTEE

h/3 heirs executors administrators or assigns for the value other than auriferous of the said piece of land or of so much thereof as may be resumed as hereinafter mentioned and of the improvements upon the said piece of land or the part so resumed such value in case of disagreement to be ascertained by arbitration to resume the said piece of land or any part thereof for mining purposes AND THAT the terms conditions and events upon which such land may be resumed and the manner in which such arbitration may be conducted may be determined by regulations in such manner as the Governor in Council may from time to time direct or if at any time no such regulations shall be in force then by the regulations concerning the resumption of land for mining purposes in force at the date of this Grant unless Parliament shall otherwise determine

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

TP569873Y

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
WHOLE		RECTIFICATION	AG489930X	6/5/09	2	D.P.

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

VOLUME 11303 FOLIO 307

Security no : 124112867265T
Produced 22/02/2024 12:57 PM

LAND DESCRIPTION

Portion 9 Section 3 Parish of Gorong.
Created by Application No. 081343K 16/09/2011

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GLENYS AMY CANTY of 14 LATROBE STREET CAULFIELD SOUTH VIC 3162
Application No. 081343K 16/09/2011

ENCUMBRANCES, CAVEATS AND NOTICES

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP948570G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: DENHOLMS ROAD BALLAN VIC 3342

DOCUMENT END

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Document Type	**Plan**
Document Identification	**TP948570G**
Number of Pages (excluding this cover sheet)	**1**
Document Assembled	**22/02/2024 12:57**

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TITLE PLAN

EDITION 1

TP948570G

LOCATION OF LAND

PARISH: GORONG
TOWNSHIP:
SECTION: 3
CROWN ALLOTMENT:
CROWN PORTION: 9
LAST PLAN REFERENCE:
DERIVED FROM:
DEPTH LIMITATION: NIL

NOTATIONS

EASEMENT INFORMATION

E - ENCUMBERING EASEMENT. R - ENCUMBERING EASEMENT (ROAD). A - APPURTENANT EASEMENT.

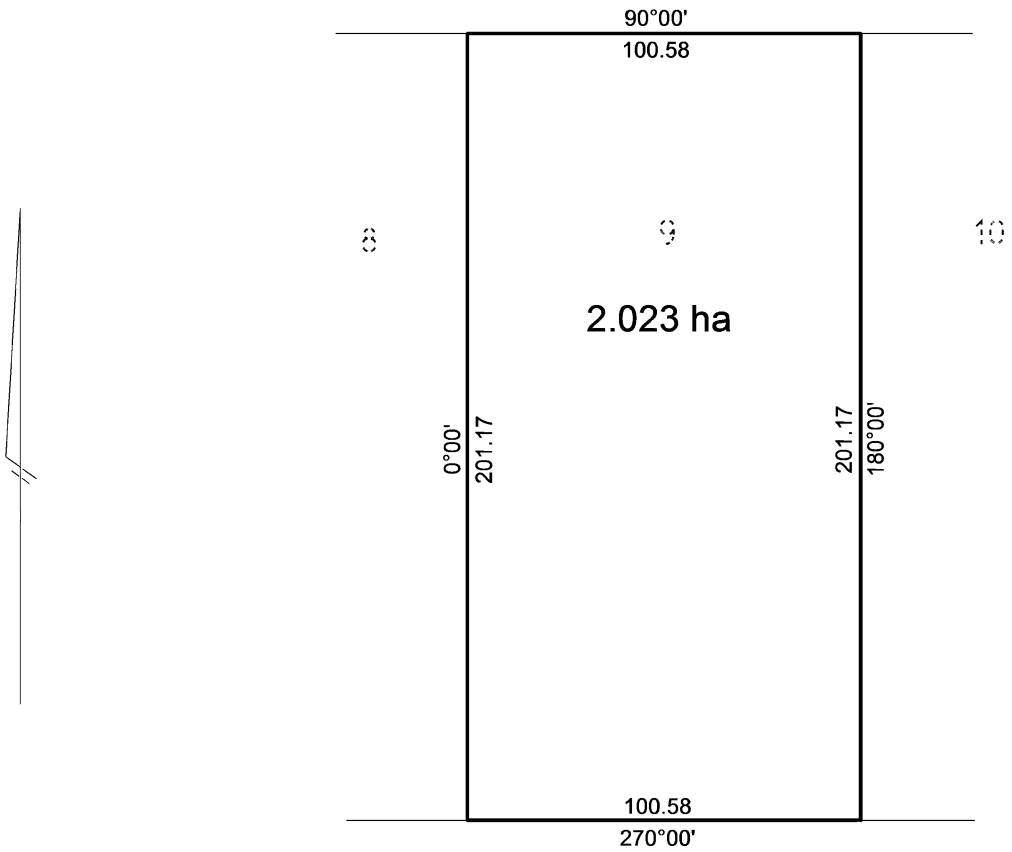
Easement Reference	Purpose / Authority	Width (Metres)	Origin	Land benefited / In favour of

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

Checked by: PE

Date: 19/9/2011

Assistant Registrar of Titles



GILLESPIES LANE

LENGTHS ARE IN METRES	SCALE ——	DEALING / FILE No: AP81343K	DEALING CODE: 14
		GOVERNMENT GAZETTE No:	SHEET 1 OF 1

DocuSign Envelope ID: 073EDAA1-11DC-4339-9C7B-64F1244DC884

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1006602

APPLICANT'S NAME & ADDRESS

MADGWICKS LAWYERS C/- INFOTRACK C/- LANDATA

MELBOURNE

VENDOR

CANTY, GLENYS AMY

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

381085

This certificate is issued for:

LAND CONTAINED IN VOLUME: 814 FOLIO: 681 CROWN ALLOTMENT 49C TOWNSHIP OF BALLAN PARISH OF BALLAN ALSO KNOWN AS DENHOLMS ROAD BALLAN
MOORABOOL SHIRE

The land is covered by the:
MOORABOOL PLANNING SCHEME

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

The land:

- is included in a FARMING ZONE
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2
- and a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

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

22 February 2024

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

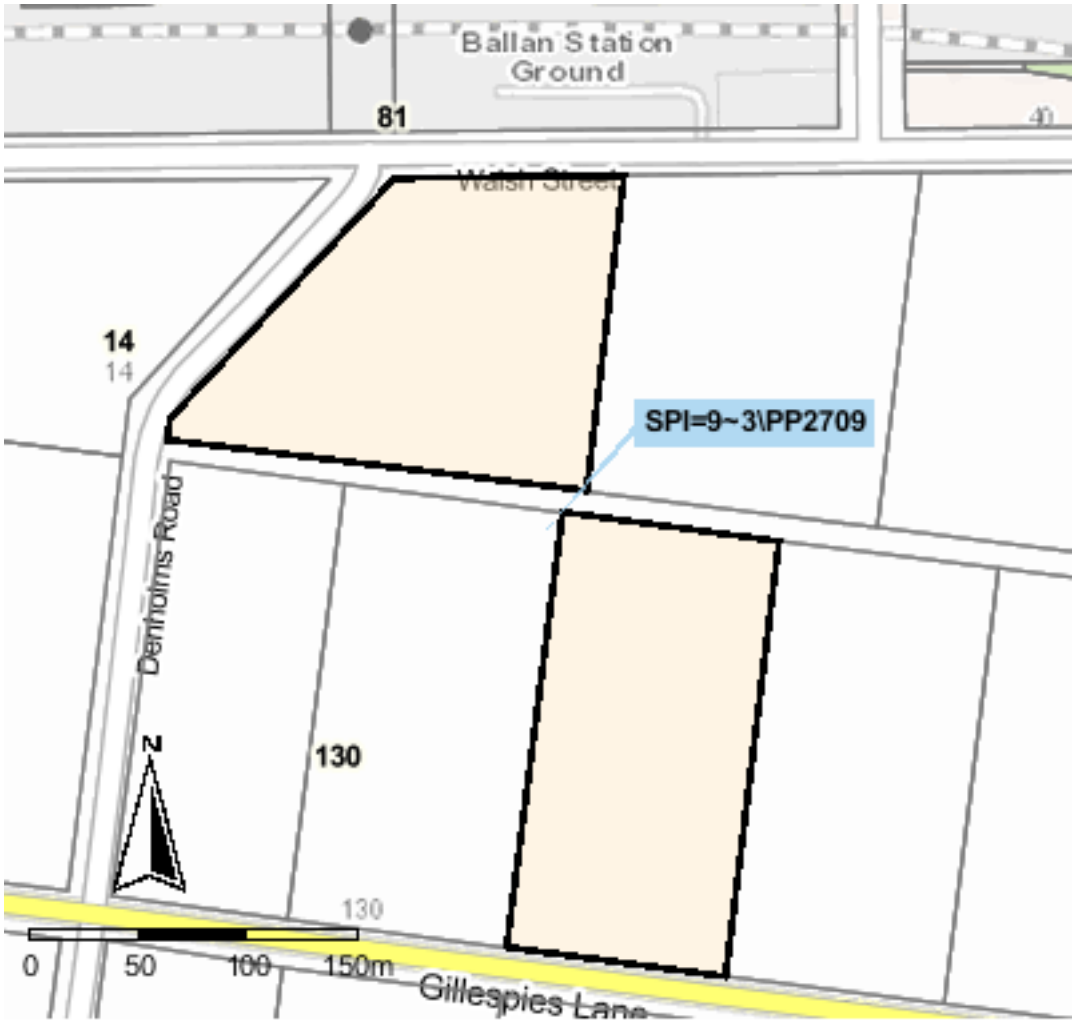
DocuSign Envelope ID: 073EDAA1-11DC-4339-9C7B-64F1244DC884

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA ®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA ® for auditing purposes and will not be released to any third party except as required by law.

VICTORIA State Government

DocuSign Envelope ID: 073EDAA1-11DC-4339-9C7B-64F1244DC884

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 27 February 2024 11:14 AM

PROPERTY DETAILS

Address:	**DENHOLMS ROAD BALLAN 3342**
Crown Description:	**More than one parcel - see link below**
Standard Parcel Identifier (SPI):	**More than one parcel - see link below**
Local Government Area (Council):	**MOORABOOL** www.moorabool.vic.gov.au
Council Property Number:	**114950**
Planning Scheme:	**Moorabool** Planning Scheme - Moorabool
Directory Reference:	**Vicroads 585 R11**

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:	**Central Highlands Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**WESTERN VICTORIA**
Legislative Assembly:	**EUREKA**

OTHER

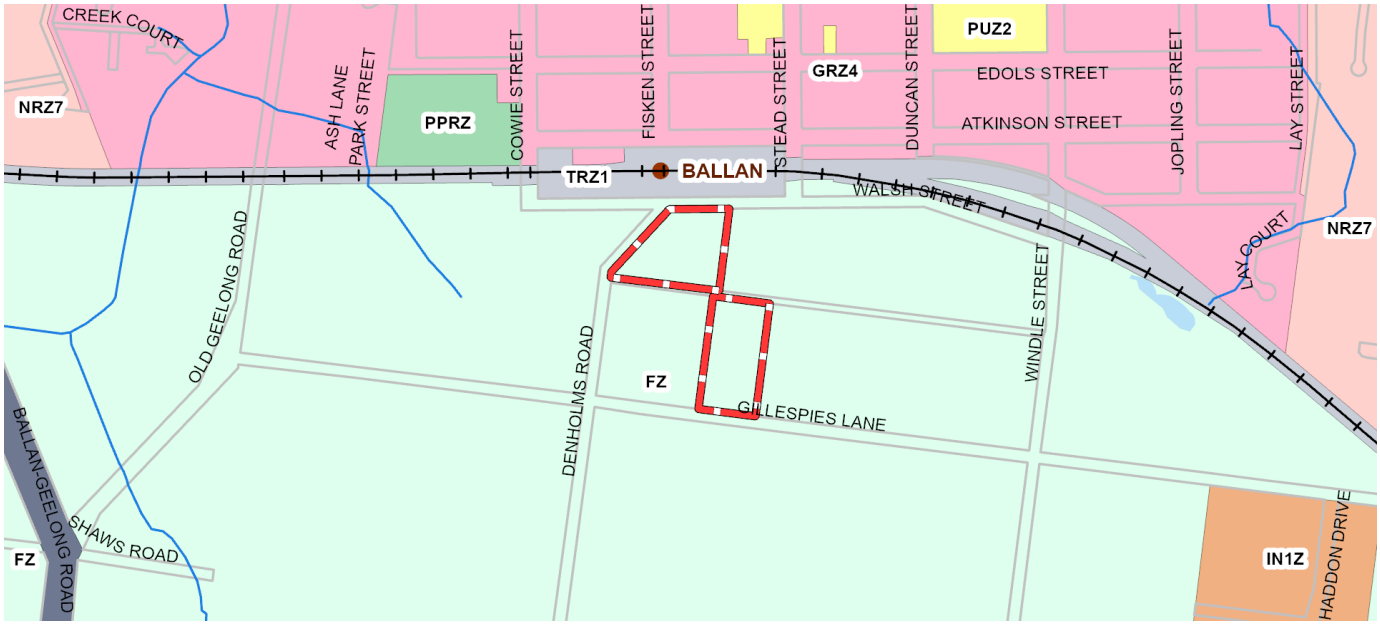
Registered Aboriginal Party:	**Wadawurrung Traditional Owners Aboriginal Corporation**

View location in VicPlan

Planning Zones

FARMING ZONE (FZ)

SCHEDULE TO THE FARMING ZONE (FZ)



FZ - Farming	GRZ - General Residential	IN1Z - Industrial 1
NRZ - Neighbourhood Residential	PPRZ - Public Park and Recreation	PUZ1 - Public Use-Service and Utility
PUZ2 - Public Use-Education	PUZ6 - Public Use-Local Government	TRZ1 - State Transport Infrastructure
TRZ2 - Principal Road Network	Railway line	Railway station
Water area	Water course	

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

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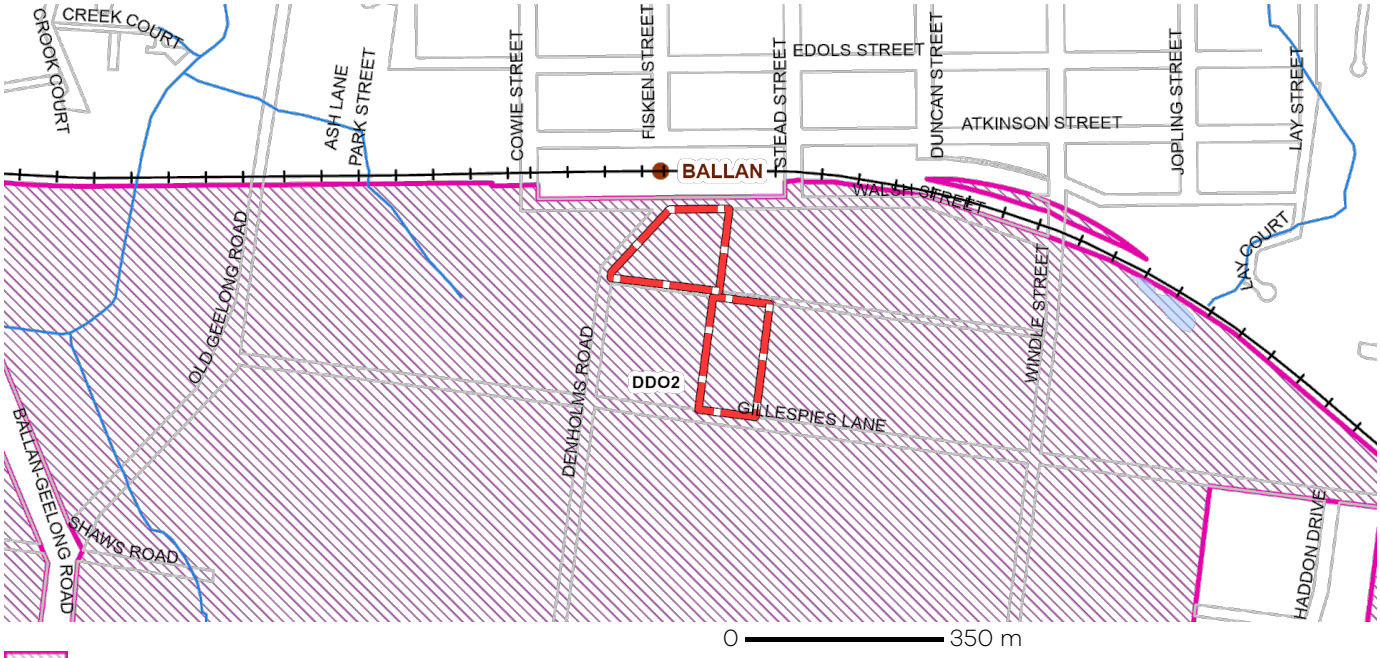
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 (DDO2)



DDO - Design and Development Overlay | Railway line | Railway station

Water area | Water course

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

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)

ESO - Environmental Significance Overlay | Railway line | Railway station

Water area | Water course

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

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

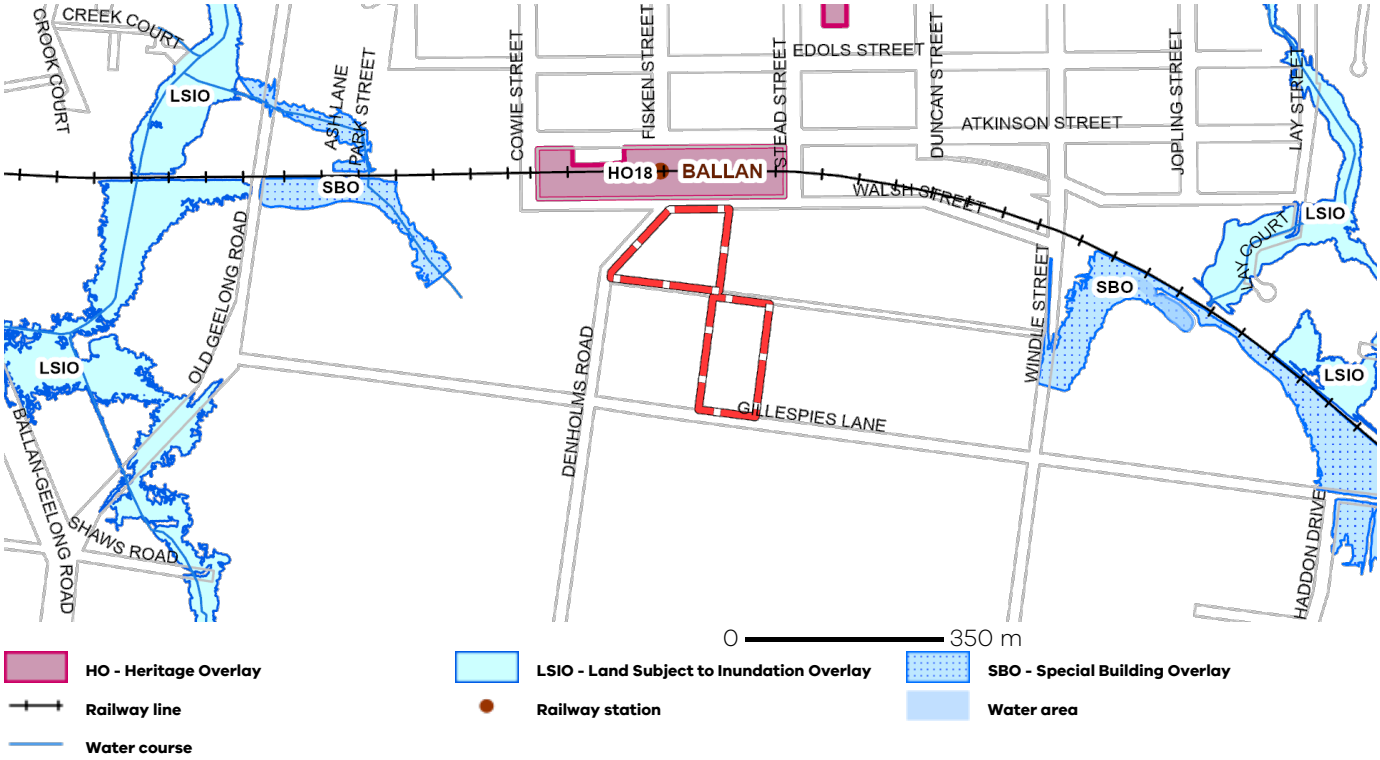
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

SPECIAL BUILDING OVERLAY (SBO)



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

Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Designated Bushfire Prone Areas

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

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

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

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

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LAND INFORMATION CERTIFICATE

in accordance with Section 229 of The Local Government Act 1989

Moorabool Shire Council

Certificate No: **30997**

Date of Issue: **28 February 2024**

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

APPLICANT'S DETAILS

APPLICANT: Madgwicks Lawyers C/- InfoTrack c/o LANDATA
GPO BOX 527
Melbourne VIC 3001

Applicant's Ref: 71925426-023-7

Purchaser: N/A

PROPERTY DETAILS

Property Number: **114950**

Address: Denholms Road
Ballan 3342

Area (Ha): 4.67

Description: CA 49C SEC NO PSH Ballan; CA 9 SEC 3 PSH Gorong

PROPERTY VALUATIONS

Land Valuation Date:	01/01/2023
Operative Date of Valuation:	01/07/2023
Site Value:	$2,800,000
Capital Improved Value:	$2,800,000
Net Annual value:	$140,000

2023/2024 LEGISLATED PAYMENT DATES AND METHODS

Instalment 1	02-Oct-2023
Instalment 2	30-Nov-2023
Instalment 3	28-Feb-2024
Instalment 4	31-May-2024
Full Payment	15-Feb-2024

Other payment options are available and therefore updates prior to settlement should be conducted to ensure no further interest will be applied.

BPAY **Biller code:** 129155
Ref: 18279

Statement of Rates and Charges for YEAR ENDING 30 June 2024

RATES AND CHARGES	BALANCE DUE
Farm @ 0.1781% of CIV	4,986.80
Waste Management Service Charge (Other Areas)	120.00
State Landfill Levy	69.00
CFA Residential Levy Rate @ 0.000046 x CIV	128.80
Payments made against current year property rates	(3,882.32)
Payments made against current year FSPL rates	(96.28)
Total	**$1,326.00**

Any other monies due for this property are shown in the Other Information section on Page 2 of this Certificate.

If this Certificate shows any unpaid rates, please contact this office for an update, prior to settlement.

Mail PO Box 18 Ballan Vic 3342
Ballan 15 Stead St Ballan
Bacchus Marsh 215 Main St Bacchus Marsh
Darley 182 Halletts Way Darley

P (03 5366 7100
E info@moorabool.vic.gov.au
W www.moorabool.vic.gov.au
ABN 293 5275 4296

facebook.com/mooraboolshire council
twitter.com/mooraboolshire

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PROPERTY NUMBER: **114950**

ADDITIONAL INFORMATION REGARDING CERTIFICATE:

* Verbal confirmation or variations will only be given for a period of 60 days from the date of issue to the applicant of the certificate. However, Council will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 60 days.

* Amounts shown as paid on this Certificate may be subject to clearance by a Bank.

* Overdue amounts accrue interest on a daily basis.

* Please contact the relevant local water authority(ies) for any additional fees and charges relating to the property.

DISCLOSURES:

1. Any details regarding notices or orders on the land that have been served by Council under the Local Government Act 1958, Local Government Act 1989, or any other Act or Regulation, or under a Local Law of the Council, which have a continuing application at the date of the certificate need to be sought via a Property Information Certificate.

2. There ARE NO monies owed for works under the Local Government Act 1958.

3. There IS NO potential liability for rates under the Cultural and Recreational Lands Act 1963.

4. Any monies owed under Section 227 of the Local Government Act 1989 are shown in the Rates and Charges section of this certificate.

5. Personal information will be held securely and will not be used or disclosed for any other purpose.

6. Please contact the relevant Water Authority as a Melbourne Waterway charge may be applicable to this property.

Please Note:
This property is currently rated on a farm differential rate and has a Single Farm Enterprise exemption applied for some fixed service charges and the Fire Service Property Levy. A change in ownership will result in a review of the differential rate and associated service charges and Fire Service Property Levy. For further information please contact Council's Revenue Services Team.

Please Note:
Property owners and prospective purchasers should be aware that this property may be serviced by an Onsite Wastewater Management System. Certain restrictions and conditions apply to the Onsite Wastewater Management System, waste disposal area and to any proposed development on the property. Proposed developments could include housing extensions or alternations, sheds, tennis courts, in-ground pools, driveways, paths or any form of excavation or earth works. Any proposed developments, on the property may require alteration to the Onsite Wastewater Management System. For further information please contact Council's Environmental Health Team.

Please Note:
The fourth Instalment of rates and charges is due and payable by the 31st May 2024. If payment is not received by this date the property may be subject to penalty interest charges which will be backdated to the date the instalment was due and payable.

I hereby certify that, as at the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the MOORABOOL SHIRE COUNCIL, together with any Notices pursuant to The Local Government Act 1989, Local Laws or any other legislation.

I acknowledge having received the appropriate statutory fee for this certificate.

Authorised Officer

DocuSign Envelope ID: 073EDAA1-11DC-4339-9C7B-64F1244DC884

Central Highlands Region Water Corporation

ABN/GST 75 224 340 348

CENTRAL HIGHLANDS WATER

7 Learmonth Road
Wendouree Victoria 3355
PO Box 152 Ballarat
Victoria 3353 Australia
Telephone 1800 061 514
information.statements@chw.net.au

Madgwicks Lawyers C/- Infotrack C/- Landata

Your Ref:	71925426-033-6
Statement No:	94771
Account No:	144086-001
Lodgement Date:	22/02/2024

Information Statement

Water Act 1989 Section 158

Statement of encumbrances, works required, outstanding matters, tariffs and other charges including outstanding amounts and other information which the Corporation considers relevant for the property known as:

CA 9&49C/ Denholms LANE BALLAN

Title(s):

TP, 569873Y, Volume 814, Folio 681, C/A 49C, Parish of Ballan
TP, 948570G, Volume 11303, Folio 307, C/A 9, Section 3Parish of Gorong

Owner(s):

Glenys Amy Canty

Account Calculation:

Fees and Charges (including interest)	$.00
melbourne water balance	
Total Amount in arrears as at 22 Feb 2024:	**$0.00**
Access fees: 22 Feb 2024 (from page 2)	$26.46
Total Amount:	**$26.46**

Note: Central Highlands Water will perform a special meter reading on all metered properties 10-14 days prior to settlement. Enquires can be made to information.statements@chw.net.au
The lodgement date on the Information Statement is the date received, not the date of issue.

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Property No: 13-0715-0020
Property Address: CA 9&49C/ Denholms LANE BALLAN

Details of services provided and their tariffs:

Water Service Charge: From 11/01/2024 To 22/02/2024 = 42 Days @ 0.63005464 Per Day = $26.46

Melbourne Water Waterways Charge 1/7/2023 To 30/6/2024 (refer To Encumbrance Notes Below) = $0.00

Encumbrances and other information:

A Water Supply Is Not Available To C/a 49c.

C/a 9 Is Served By A Private Water Extension To A Water Main Not Fronting The Property . The Maintenance Of Private Water Extensions Is The Responsibility Of The Owner/s Of The Land Supplied By It.

Sewerage Is Not Available To The Property.

The Subject Property May Be Affected By A Drainage And/or Flooding Issue. For Further Information Please Contact Melbourne Water On 9679 7517.

This Property Is Subject To An Annual Melbourne Water Waterways Charge. This Charge Is Used To Manage And Improve Waterways, Drainage And Flood Protection And Is Billed By Central Highlands Water On Behalf Of Melbourne Water.

The Amount Of $64.88 For The Melbourne Waterways Charge Is Paid For The 2023/2024 Financial Year.

The information supplied on this Statement in relation to encumbrances is valid as at the date of issue only.

Manager Customer Services
Central Highlands Water

Fees and Charges $26.46

Biller Code : 1677
Ref : 144086 001 7

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

Melbourne Water Charges $ 0.00

Biller Code : 1677
Ref : 144086 002 5

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

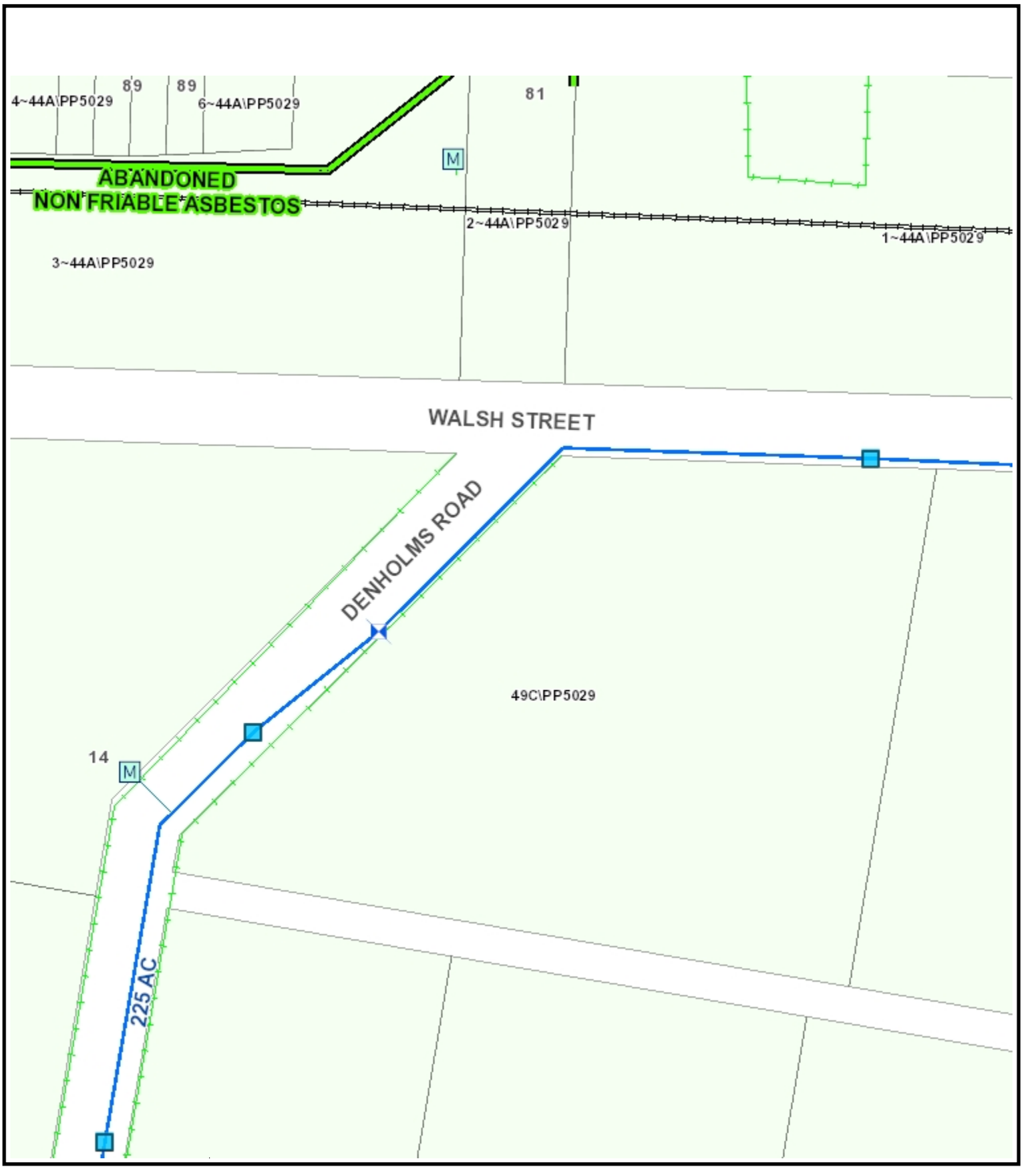
Private Scheme Charges $ 0.00

Biller Code : 1677
Ref : Not Applicable

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

DocuSign Envelope ID: 073EDAA1-11DC-4339-9C7B-64F1244DC884

Central Highlands Water - LANDATA® Ref: 71970538-035-4



1: 1,404

49.0 0 24.52 49.0 Meters

Print Date: 28-Feb-2024

Print Time: 11:44:50 AM

Central Highlands Water has taken care to ensure that the location of pipes and assets shown on this plan are accurate, however, some variations from records do exist and complete accuracy cannot be guaranteed. In all instances it is essential that the position of the pipes concerned be proven on site by field survey and hand excavation. It is an offence to destroy, damage, alter or in any way interfere with any works or property of CHW (Water Act, 1989 Section 288)

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Property Clearance Certificate

Land Tax

INFOTRACK / MADGWICKS LAWYERS

Your Reference:	053093
Certificate No:	71780269
Issue Date:	26 FEB 2024
Enquiries:	KXA2

Land Address: DENHOLMS ROAD BALLAN VIC 3342

Land Id	Lot	Plan	Volume	Folio	Tax Payable
9841748			814	681	$0.00
			11303	307	

Vendor: GLENYS CANTY

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS GLENYS AMY CANTY	2024	$2,800,000	$0.00	$0.00	$0.00

Comments: Property is exempt: LTX primary production land.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$2,800,000
SITE VALUE:	$2,800,000
CURRENT LAND TAX CHARGE:	**$0.00**

DocuSign Envelope ID: 073EDAA1-11DC-4339-9C7B-64F1244DC884

Notes to Certificate - Land Tax

Certificate No: 71780269

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $28,350.00

Taxable Value = $2,800,000

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

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 71780269

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: 71780269

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**

DocuSign Envelope ID: 073EDAA1-11DC-4339-9C7B-64F1244DC884

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / MADGWICKS LAWYERS

Your Reference:	053093
Certificate No:	71780269
Issue Date:	26 FEB 2024

Land Address:	DENHOLMS ROAD BALLAN VIC 3342

Lot	Plan	Volume	Folio
		814	681
		11303	307

Vendor: GLENYS CANTY

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

DocuSign Envelope ID: 073EDAA1-11DC-4339-9C7B-64F1244DC884

Notes to Certificate - Windfall Gains Tax

Certificate No: 71780269

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: 71780266

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: 71780266

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.

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REQUEST FOR BUILDING INFORMATION

BUILDING ACT 1993 BUILDING REGULATIONS 2018
REGULATION 51 SECTION (1)

MOORABOOL SHIRE COUNCIL

APPLICANT:
Landata
GPO Box 527
Melbourne Vic 3001

Reference/Contact: 71925426-025-1 **Certificate No:** 4,123

Property No: 114950 **Location:** Denholms Road Ballan 3342

Title Description: CA 49C SEC NO PSH Ballan; CA 9 SEC 3 PSH Gorong

PARTICULARS

Details of any Building Permits issued in the preceding 10 years:

PERMIT DETAILS

Council Ref No	Approval Date	Works Description	Classification	Final Inspection Date

COMPLETION DETAILS

Council Ref No	Completion Type	Completion Number	Completion Date

Details of any current statement issued under regulation 64 or 231 of the Building Regulations 2018:
NONE

Details of any current notice or order issued by the relevant building surveyor under the Building Act 1993:
NONE

Date:23/02/2024

Authorised Officer

Mail PO Box 18 Ballan Vic 3342
Ballan 15 Stead St Ballan
Bacchus Marsh 215 Main St Bacchus Marsh
Darley 182 Halletts Way Darley

P (03 5366 7100
E info@moorabool.vic.gov.au
W www.moorabool.vic.gov.au
ABN 293 5275 4296

facebook.com/mooraboolshire council
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Extract of EPA Priority Site Register

EPA VICTORIA

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: DENHOLMS ROAD
SUBURB: BALLAN
MUNICIPALITY: MOORABOOL
MAP REFERENCES: Vicroads Eighth Edition, State Directory, Map 77 Reference E3

DATE OF SEARCH: 23rd February 2024

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is located at, or in the vicinity of, the following sites listed on the Priority Sites Register at the above date.

LIST OF SITES:

6511 WESTERN FREEWAY Ballan	Current Service Station. Requires ongoing management. Notice Number: EAN-00005467

If the subject property is NOT in this list, then as of the above date, it is not listed on the Priority Sites Register.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

[Extract of Priority Sites Register] # 71936305 - 71936305082232 '71925426-041-1'

DocuSign Envelope ID: 073EDAA1-11DC-4339-9C7B-64F1244DC884

Extract of EPA Priority Site Register

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

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)

[Extract of Priority Sites Register] # 71936305 - 71936305082232 '71925426-041-1'

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ROADS PROPERTY CERTIFICATE

The search results are as follows:

Madgwicks Lawyers C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 381085

NO PROPOSALS. As at the 22th February 2024, 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®.

DENHOLMS ROAD, BALLAN 3342
SHIRE OF MOORABOOL

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: 22th February 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 71925426 - 71925426125356 '381085'

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Due diligence checklist

What you need to know before buying a residential property

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

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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?

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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.