
CONTRACT OF SALE OF LAND

PROPERTY ADDRESS:

2-38 Soho Road, Drysdale VIC 3222



CONTRACT OF SALE OF LAND

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

The terms of this contract are contained in the:

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

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF-THE-PLAN'

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

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a Section 32 Statement for the vendor prior to signing this contract. In this contract, "section32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorized 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.

Contract signing page

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

SIGNED BY THE PURCHASER

Print name of person signing	Signature	Date

SIGNED BY THE VENDOR

Print name of person signing	Signature	Date
Robert Maxwell Bennett		

THIS OFFER WILL LAPSE UNLESS ACCEPTED WITHIN [] CLEAR BUSINESS DAYS

(THREE (3) CLEAR BUSINESS DAYS IF NONE SPECIFIED)

IN THIS CONTRACT, "BUSINESS DAY" HAS THE SAME MEANING AS IN SECTION 30 OF THE *SALE OF LAND ACT 1962*

Table of Contents

Particulars of Sale

Special Conditions

General Conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SIGNATURE
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

Particulars of Sale

VENDOR	
Robert Maxwell Bennett	
Address: Unit 7, 9 Symons Street, Queenscliff VIC 3225	
VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER	
RISTEVSKI LAWYERS	
1 High Street Drysdale VIC 3222	
PO Box 99, Drysdale VIC 3222	DX:
Email: daisy@ristevskilawyers.com.au	Ref: 240651
Tel: 03 5251 3453	
VENDOR'S ESTATE AGENT	
HF Richardson Property Pty Ltd	
Address: 5 Retreat Road, Newtown VIC 3220	
Email: will@hfrichardson.com.au	Ref: Will Richardson
Tel: 03 5229 8017	Fax: 0418 520 735

PURCHASER	If purchasing as tenants-in-common, Purchaser's interest (%)
PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER	
Name:	
Address:	
Postal:	DX:
Email:	Ref:
Tel:	Fax:

LAND (general conditions 7 and 13)		
The land described in the table below:		
Certificate(s) of Title reference	Being lot	On plan
Volume 6787 Folio 215	1	157603D

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

PROPERTY ADDRESS

The address of the land is: 2-38 Soho Road, Drysdale VIC 3222

GOODS SOLD WITH THE LAND (general condition 6.3(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures of a permanent nature.

PAYMENT

Price	\$	
Deposit	\$	Payable on signing (of which \$ has been paid)
Balance	\$	Payable at settlement

DEPOSIT BOND

General Condition 15 applies only if the box is checked

☐**BANK GUARANTEE**

General Condition 16 applies only if the box is checked

☐

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any) unless the words 'plus GST' appear in this box, and GST (if any) must be paid in addition to the price

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

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

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

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

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

LEASE (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general condition 5.1.

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

LOAN (general condition 20)

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

☐

Lender:

Loan Amount:

Approval date:

BUILDING REPORT

General Condition 21 applies only if the box is checked

☐**PEST REPORT**

General Condition 22 applies only if the box is checked

☐**SPECIAL CONDITIONS**

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

Special Conditions

GST WITHHOLDING (general condition 25)**For the Purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*:**

We confirm our client is not registered or required to be registered for GST purposes. The Purchaser is not required to make a payment under 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* in relation to the supply.



This box is ticked if the Purchaser is required to make a GST Withholding Payment as the Vendor is making a taxable supply that is a supply of potential residential land and the Purchaser is not registered for GST or does not acquire the Property for a creditable purpose.

If the box is ticked, the Vendor provides the GST Withholding Notice set out below. Where there are multiple Purchasers, the GST Withholding Payment Notice is taken to have been provided to each Purchaser separately.

**GST WITHHOLDING NOTICE**

Name:

Australian Business Number (ABN):

GST Withholding Amount:

(The price multiplied by the GST Withholding Rate)

\$

If there are multiple Purchasers who are purchasing the Property as tenants-in-common, each is deemed to be the recipient of a separate proportional supply and is required to pay a proportional amount of \$ based on their interest set out in the Particulars.

The GST Withholding Amount must be paid on:

The Settlement Date as required under General Condition 25.

Any other matters as specified in the regulations:

Not Applicable

Special Conditions

☒ SPECIAL CONDITION 1 – INCONSISTENCY

If there is any inconsistency between provisions of the General Conditions and these Special Conditions then, except in the case of manifest error, to the extent of any inconsistency, the provisions of these Special Conditions will prevail and have priority.

☒ SPECIAL CONDITION 2 – WHOLE AGREEMENT

- 2.1 The purchaser acknowledges there are no conditions warranties or other terms affecting the sale other than those embodied in this contract and the purchaser is not entitled to rely upon any representations made by or on behalf of the vendor except those in the contract.
- 2.2 Representations promises conditions warranties or other items leading up to this contract which are not expressed in this contract or in the vendors statement are expressly negative and withdrawn.

☒ SPECIAL CONDITION 3 – DWELLING

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisitions or claim any compensation for any deficiency of defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein

☒ SPECIAL CONDITION 4 – PLANNING RESTRICTIONS

The Purchaser buys the Property subject to any restrictions on its use or development under the Planning and Environment Act 1987 (Vic), any applicable planning scheme and any Property controls. The Purchaser warrants that, in entering this Contract, the Purchaser:

- (a) purchases the Property as a result of the Purchaser's own searches, inspections and enquiries; and
- (b) accepts the condition of the Property as at the day of sale.

☒ SPECIAL CONDITION 5 – GUARANTEE AND INDEMNITY

The Purchaser undertakes and agrees that it shall procure the guarantee of two of its Directors in the form annexed hereto to the performance of the obligations incurred by the Purchaser pursuant to this Contract of Sale.

☒ SPECIAL CONDITION 6 – NO REPRESENTATIONS

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein, and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of the Contract of Sale.

☒ SPECIAL CONDITION 7 – LOSS OR DAMAGE BEFORE SETTLEMENT

Upon execution of the Contract of Sale it is acknowledged that General Condition 31.4, 31.5 & 31.6 do not apply to this Contract.

☒ SPECIAL CONDITION 8 – AMENDMENTS TO GENERAL CONDITIONS

8.1 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 applies.

8.2 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act* 1962 applies.

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 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 obligation 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 person 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 of August 2019.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and

- (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay –
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

Money

14. DEPOSIT

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

- 14.2 If the land 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 authorization 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 \$1,000.00 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 receipt 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 of reference details.
- 14.11 For the purpose of this general condition 'authorised deposit taking institution' means a body corporate for which authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

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

16. BANK GUARANTEE

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and 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 transaction's legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

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

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

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

18.9 The vendor must before settlement:

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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

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

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

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

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 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.
- 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 the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

TRANSACTIONAL

26. TIME & CO-OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (c) 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
- (c) 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
 - (d) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied, and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied, and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and

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

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

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

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

Guarantee and Indemnity

I/We, of.....

and of.....

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

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)	
)
Print Name.....)	Director (Sign)

in the presence of:)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)	
)
Print Name.....)	Director (Sign)

in the presence of:)
)
Witness.....)

VENDOR STATEMENT

The Vendor makes this statement in respect of the land in accordance with Section 32 of the *Sale of Land Act 1962*

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

Land: Certificate of Title Volume 6787 Folio 215
Property Address: 2-38 Soho Road, Drysdale VIC 3222

VENDOR		
Name	Signature	Date
Robert Maxwell Bennett		24 / 7.2025

PURCHASER		
Name	Signature	Date



DRYSDALE OFFICE

[03] 5251 3453

1 High Street | Drysdale VIC 3222
MAIL PO BOX 99 | Drysdale VIC 3222

OCEAN GROVE OFFICE

[03] 5255 4511

79 The Parade | Ocean Grove VIC 3226
MAIL PO BOX 239 | Ocean Grove VIC 3226

mail@ristevskilawyers.com.au

1. FINANCIAL MATTERS

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

- (a) Are set out by Greater Geelong City Council Rates, Barwon Water Rates and State Revenue Office Land Tax (if applicable)

Are contained in the attached Certificate/s

- (b) Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property which the vendor might reasonably be expected to have knowledge of, are as follows:

None to the Vendor/s knowledge.

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

Save as disclosed in the attachments, none to the best of the vendor's knowledge.

1.3 Terms Contract

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

Not applicable.

1.4 Sale Subject to Mortgage

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

Not applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.530 (2-38 Soho Road, Drysdale) and AVPC No.111 (40 Soho Road, Drysdale)
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	<input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not applicable.

2.2 Owner Builder

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

Not applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

- (a) To the best of the vendor's knowledge, there are no easements, covenants or other similar restrictions affecting the property other than:
 - (i) those set out in the attached copies of title document/s;
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or restrictions are as follows:

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

The required specified information is set out below (and is contained in the attachments).

- (a) Name of planning scheme: Greater Geelong Planning Scheme
- (b) Name of responsible authority: Greater Geelong City Council
- (c) Zoning of the land: Farming Zone (FZ)
- (d) Name of planning overlay: See Attached Certificate

The property is not within, or affected by, one or more areas of cultural heritage sensitivity.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Save as disclosed in the attachments, none to the best of the vendor's knowledge.

4.2 Agricultural chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

None to the best of the vendor's knowledge.

4.3 Compulsory Acquisition

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

Save as disclosed in the attachments, none to the best of the Vendors knowledge.

5. BUILDING PERMITS

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

Not applicable.

6. OWNERS CORPORATION

This Section 6 only applies if the land is affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006* (Vic).

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

7.1 Work-in-Kind Agreement Not Applicable.

7.2 GAIC Recording Not Applicable.

8. SERVICES

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

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

Services may be available but not connected at the time of or prior to settlement. The purchaser should check with the appropriate authority as to the cost of connecting essential services not connected to the property as such costs are the sole responsibility of the purchaser. The purchaser must make no objection or requisition and must not make any claim for compensation or rescind or determine the contract of sale to which this statement applies, not delay or postpone settlement as a result of any or all of the services being available but not connected to the property.

9. TITLE

Attached are the following documents / concerning the Certificate/s of Title:

9.1 Registered Title

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

9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple.)

Not Applicable.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not applicable.

10.2 Staged Subdivision

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

Not applicable.

10.3 Further Plan of Subdivision

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

Not applicable.

11. DUE DILIGENCE CHECKLIST

Attached.

12. ATTACHMENTS

- (a) Due Diligence Checklist
- (b) Register Search Statement for Certificate of Title Volume 6787 Folio 215
- (c) Plan of Subdivision TP157603D
- (d) Greater Geelong City Council: Land Information Certificate 2- 38 Soho Road
- (e) Greater Geelong City Council: Land Information Certificate 40 Soho Road
- (f) Greater Geelong City Council Building Information Certificate
- (g) Barwon Water: Information Statement
- (h) Barwon Water Profis Plan
- (i) State Revenue Office Property Information Certificate (Formerly Land Tax Certificate) 2-38 Soho Road
- (j) State Revenue Office Property Information Certificate (Formerly Land Tax Certificate) 40 Soho Road
- (k) Property Report
- (l) Planning Property Report

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 06787 FOLIO 215

Security no : 124125093535U
Produced 05/06/2025 11:41 AM

LAND DESCRIPTION

Lot 1 on Title Plan 157603D.
PARENT TITLE Volume 03423 Folio 523
Created by instrument 1964228 23/08/1945

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ROBERT MAXWELL BENNETT of UNIT 7 9 SYMONDS STREET QUEENSCLIFF VIC 3225
Executor(s) of ALICE ELIZABETH BENNETT deceased
AY089486P 12/06/2024

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE TP157603D 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: 2-38 SOHO ROAD DRYSDALE VIC 3222

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	TP157603D
Number of Pages (excluding this cover sheet)	1
Document Assembled	05/06/2025 11:41

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

TITLE PLAN		EDITION 1		TP 157603D							
Location of Land Parish: BELLARINE Township: Section: Crown Allotment: Crown Portion: 8 (PT) BLOCK 2 Last Plan Reference: Derived From: VOL 6787 FOL 215 Depth Limitation: NIL			Notations 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: 23/08/2000 VERIFIED: CL							
<table border="1"> <tr> <th colspan="2">TABLE OF PARCEL IDENTIFIERS</th> </tr> <tr> <td colspan="2">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td> </tr> <tr> <td colspan="2">PARCEL 1 = CP 8 (PT)</td> </tr> </table>						TABLE OF PARCEL IDENTIFIERS		WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962		PARCEL 1 = CP 8 (PT)	
TABLE OF PARCEL IDENTIFIERS											
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962											
PARCEL 1 = CP 8 (PT)											
LENGTHS ARE IN LINKS		Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets							

CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272
 PO Box 104, Geelong VIC 3220 E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au

**2024-2025 LAND INFORMATION CERTIFICATE**

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **10-Jun-2025**Certificate No: **231856**

Applicants Ref:

77007982-012-9:203719*Assessment Number:* **68550**

Property Address: **2-38 Soho Road, DRYSDALE VIC 3222**
 Property Description: **Part Share 143577m2 Lot 1 TP 157603**
 AVPCC / Land Use: **530 - Mixed farming and grazing-Normally more than 20Ha**

Ratepayer as per
 Council Records: **R M Bennett**

Applicant:

Secure Electronic Registries Victoria Pty Ltd
PO BOX 500
EAST MELBOURNE VIC 8002

Operative Valuation Date:	01-Jul-2024
Level of Valuation Date:	01-Jan-2023
Capital Improved Value:	1,450,000
Site Value:	1,400,000
Net Annual Value:	72,500

This certificate provides information regarding Valuation, Rates, Charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or By-Law of the Council.

This certificate is not required to include information regarding Planning, Building, Health, Land Fill, Land Slip, other Flooding Information or Service Easements. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.

Particular of Rates & Charges, Outstanding Notices and Works for which a charge has been made:

- ♦ The **current rating year** is for the period **01/07/2024 to 30/06/2025**. Lump sum payment – due by **15/02/2025** or by instalment **30/09/2024, 30/11/2024, 28/02/2025 and 31/05/2025**. Interest is chargeable after these dates on any outstanding amount.
- ♦ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

Please Note: Council has no involvement in the settlement process. On request any overpayment of rates at settlement will be refunded to the payee, with a \$30 fee being applicable.

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue (ie. **08-Sep-2025**) and within the current financial year.

The Local Government Act 2020 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.

Notice can be emailed to: transfers@geelongcity.vic.gov.au

CITY OF GREATER GEELONG
2024-2025 LAND INFORMATION CERTIFICATE (cont.)

In accordance with Section 121 of the
Local Government Act 2020

Date of Issue: **10-Jun-2025**

eService

Certificate No: **231856**

Property Address: **2-38 Soho Road, DRYSDALE VIC 3222**

Assessment Number: **68550.3**

	<u>Rate, Charges & Other Monies</u>	<u>Amount \$</u>
Arrears:	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
Current:	General Rates	1,464.70
	State Government Levies	683.15
	Waste Management	0.00
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	0.00
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
Other:	Special Charges (<i>subject to Final Costs</i>)	
	Sundry Charges	
Payment:	Amount Received	-2,147.85
	Overpayment	0.00
	All Overdue amounts should be paid at settlement. The purchaser is liable for all outstanding rates and charges after transfer and settlement.	
	Total Due:	0.00

General Notes: Supplementary Valuations are conducted by Council when a property's characteristics change. Examples of this (but not exclusive) are: A building is altered, erected, or demolished. A property is amalgamated, subdivided, rezoned, part sold, or affected by road construction. As a result of this, an Adjusted Valuation may be returned in due course and a subsequent rate adjustment may be levied within the financial year.

Condition: **This title has other rateable occupancies associated with it.**

I hereby certify that as 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 **City of Greater Geelong** together with any Notices pursuant to the Local Government Act 1989, Local Laws or any other legislation.



Authorised Officer



Biller Code: 17475

Reference: 100000685503

Payment via internet or phone banking,
from your cheque or savings account.

Your Ref: 77007982-012-9:203719

Page 2 of 2

Standard Property
Sec 121 LGA 2020

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www.geelongaustralia.com.au

**2024-2025 LAND INFORMATION CERTIFICATE**

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **12-Sep-2024**Certificate No: **222054**

Applicants Ref:

74212387-014-5:191865*Assessment Number:* **941269**

Property Address: **40 Soho Road, DRYSDALE VIC 3222**
 Property Description: **Part Share 143577m2 Lot 1 TP 157603**
 AVPCC / Land Use: **111 - Separate House and Curtilage**

Ratepayer as per

Council Records: **R M Bennett**

Applicant:

Secure Electronic Registries Victoria Pty Ltd
PO BOX 500
EAST MELBOURNE VIC 8002

Operative Valuation Date:	01-Jul-2024
Level of Valuation Date:	01-Jan-2024
Capital Improved Value:	250,000
Site Value:	35,000
Net Annual Value:	12,500

This certificate provides information regarding Valuation, Rates, Charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or By-Law of the Council.

This certificate is not required to include information regarding Planning, Building, Health, Land Fill, Land Slip, other Flooding Information or Service Easements. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.

Particular of Rates & Charges, Outstanding Notices and Works for which a charge has been made:

- ♦ The **current rating year** is for the period **01/07/2024 to 30/06/2025**. Lump sum payment – due by **15/02/2025** or by instalment **30/09/2024, 30/11/2024, 28/02/2025 and 31/05/2025**. Interest is chargeable after these dates on any outstanding amount.
- ♦ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

Please Note: Council has no involvement in the settlement process. On request any overpayment of rates at settlement will be refunded to the payee, with a \$30 fee being applicable.

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue

(ie. **11-Dec-2024**) and within the current financial year.

The Local Government Act 2020 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.

Notice can be emailed to: transfers@geelongcity.vic.gov.au

CITY OF GREATER GEELONG
2024-2025 LAND INFORMATION CERTIFICATE (cont.)

In accordance with Section 121 of the
Local Government Act 2020

Date of Issue: **12-Sep-2024**

eService

Certificate No: **222054**

Property Address: **40 Soho Road, DRYSDALE VIC 3222**

Assessment Number: **941269.3**

	<u>Rate, Charges & Other Monies</u>	<u>Amount \$</u>
Arrears:	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
Current:	General Rates	502.90
	State Government Levies	153.75
	Waste Management	473.25
	Refunds	0.00
	Concession Rebates	0.00
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
Other:	Special Charges (<i>subject to Final Costs</i>)	0.00
	Sundry Charges	0.00
Payment:	Amount Received	0.00
	Overpayment	0.00
	All Overdue amounts should be paid at settlement. The purchaser is liable for all outstanding rates and charges after transfer and settlement.	
	Total Due:	1,129.90

General Notes: Supplementary Valuations are conducted by Council when a property's characteristics change. Examples of this (but not exclusive) are: A building is altered, erected, or demolished. A property is amalgamated, subdivided, rezoned, part sold, or affected by road construction. As a result of this, an Adjusted Valuation may be returned in due course and a subsequent rate adjustment may be levied within the financial year.

Condition: **This title has other rateable occupancies associated with it.**

I hereby certify that as 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 **City of Greater Geelong** together with any Notices pursuant to the Local Government Act 1989, Local Laws or any other legislation.



Authorised Officer



Biller Code: 17475

Reference: 100009412693

Payment via internet or phone banking,
from your cheque or savings account.

Your Ref: 74212387-014-5:191865

Page 2 of 2

Standard Property
Sec 121 LGA 2020

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www.geelongaustralia.com.au



Secure Electronic Registries Victoria Pty Ltd
PO BOX 500
EAST MELBOURNE VIC 8002

Date of Issue: 13 September 2024
Council Reference: PIR-2024-6309
Your Reference: 74164918-014-1

BUILDING INFORMATION CERTIFICATE

This certificate is issued pursuant to regulation 51(1) of the [Building Regulations 2018](#) and contains information relevant to building permits, certificates, orders and/or notices issued **within the preceding 10 years**, as of **13 September 2024**.

PROPERTY INFORMATION

Property Address	2-38 Soho Road, DRYSDALE VIC 3222		
	143577m2 Lot 1 TP		
Title Information	157603	Volume / Folio	CT-6787/215

DETAILS OF PERMITS AND CERTIFICATES

Contains information relating to any Building Permits, Certificates of Final and/or Certificates of Occupancy, pursuant to Building Regulation 2018.

Permit Description	N/A		
Issue Date	N/A	Permit Number	N/A
Council Reference Number	N/A		
Certificate of Final/Occupancy Issue Date	N/A		

DETAILS OF CURRENT STATEMENTS

Contains information relating to any statements issued under Regulation 64 (Combined Allotments) and/or Regulation 231 (Subdivision of Existing Buildings), pursuant to Building Regulation 2018.

Combined Allotment Issue Date	N/A	Subdivision of Existing Buildings Date	N/A
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DETAILS OF CURRENT NOTICE OR ORDERS

Contains information relating to any Notice(s) and Order(s) issued by the Relevant Building Surveyor under the Building Act 1993.

Notice/Order Type	N/A		
Description	N/A		
Council Reference Number	N/A	Issue Date	N/A

DETAILS OF POOL AND/OR SPA REGISTRATION

Contains information relating to any records recorded within Council's Pool and Spa Register under the Building Act 1993 and Building Regulations 2018.

Pool/Spa Type **N/A**

Current Status **N/A**

Compliance Due Date **N/A**

Council Reference Number **N/A**

PLEASE NOTE

- Information provided within this certificate is current only on the date of issue, as the details included are subject to change.
- This exclusion of any permits dated more than 10 years prior to the issuance of this certificate may not be included due to limitations in the periods records have been kept and/or documentation not received by Council.
- The inclusion and/or exclusion of permits or certificates does not indicate whether all buildings and construction work is compliant with the relevant legislative approvals.

If you have any questions or concerns relating to this certificate, please contact us at bir@geelongcity.vic.gov.au or on (03) 5272 4450.

BUILDING SERVICES
137-149 MERCER STREET,
GEELONG VIC 3220

Information Statement Part A

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

INSTALLATION NUMBER: 16741064 **APPLICATION NUMBER:** 495337 **DATE:** 05/06/2025
PROPERTY ADDRESS: 2-38 SOHO RD, DRYSDALE, VIC 3222
YOUR REFERENCE: 641079
OWNER: R M Bennett
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/04/2025 to 30/06/2025. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

		Value	GST	Price
Total Service Charge	\$	0.00	0.00	0.00

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

Charges Due & Payable

		Value	GST	Price
TOTAL DUE	\$	NIL	NIL	NIL

Important Information

The supply of water/sewer to this property is "By Agreement"

The water meter for this property was last read on 30/04/2025. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

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

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

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

* **PLEASE NOTE:** Verbal confirmation will not be given after 04/08/2025. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 04/08/2025 and a fee will be payable.

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

Manager Customer Centre

Information Statement Part A

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

INSTALLATION NUMBER: 40014282 **APPLICATION NUMBER:** 495337 **DATE:** 05/06/2025
PROPERTY ADDRESS: 650 ANDERSONS RD, , MANNERIM, VIC 3222
YOUR REFERENCE: 641079
OWNER: Master Meter
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/04/2025 to 30/06/2025. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

		Value	GST	Price
Total Service Charge	\$	0.00	0.00	0.00

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

Charges Due & Payable

		Value	GST	Price
Water Volume charged to tenant		0.00	0.00	0.00
TOTAL DUE	\$	NIL	NIL	NIL

Important Information

Our records show that a tenant is currently residing at this property, and responsible to pay the water volume charge. To assist in ensuring that accounts are issued correctly, would you please complete the attached letter, and return to us at your earliest convenience, advising whether that tenant will continue to occupy the property after settlement.

*** PLEASE NOTE: Special Meter Readings may not be required for residential properties that are currently tenanted by a long term tenant, i.e. where the tenant has occupied the property for more than the last three months.**

The water meter for this property was last read on 30/04/2025. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

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

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

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

*** PLEASE NOTE:** Verbal confirmation will not be given after 04/08/2025. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 04/08/2025 and a fee will be payable.

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

Manager Customer Centre

Our Ref: 495337
Your Ref: 641079

05/06/2025

Barwon Region Water Corporation,
PO Box 659,
GEELONG VIC 3220

Dear Sir/Madam,

Re: 40014282 650 ANDERSONS RD, , MANNERIM, VIC 3222

It has been noted from the Information Statement the water volume has been charged to

the person recorded as the tenant occupying the abovenamed property and as such is liable for payment. This charge is not the responsibility of the owner of the property.

Please complete the applicable details and email to info@barwonwater.vic.gov.au or call 1300 656 007.

-
1. I wish to advise that the tenant will continue to occupy the property after settlement, and that future water volume accounts should be issued to the tenant.

or

2. I wish to advise that the tenant will not occupy the property after settlement has been finalised.

Date of vacation: _____

Forwarding address: _____

or telephone contact details: _____

or

3. The name of the tenant shown above is not correct, and your records should be amended to show

Name of Tenant: _____

Date of Occupation: _____

Yours faithfully

Date: _____

Information Statement Part B

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

05-06-2025

Ristevski Lawyers. C/- InfoTrack (Smokeball) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 2-38 SOHO ROAD DRYSDALE 3222

I refer to your application received at this office on 05/06/2025. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

Please note that this property is subject to a Water Supply By Agreement. Please refer to the attached document for details.

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

Our Ref: EC495337

Your Ref: 641079

Agent Ref: 77007982-023-5

Yours faithfully.

Manager Customer Centre

Information Statement Part B

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

05-06-2025

Ristevski Lawyers. C/- InfoTrack (Smokeball) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: MANNERIM 3222

I refer to your application received at this office on 05/06/2025. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

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

Our Ref: EC495337

Your Ref: 641079

Agent Ref: 77007982-023-5

Yours faithfully.

Manager Customer Centre

WATER BY AGREEMENT

Ristevski Lawyers. C/- InfoTrack (Smokeball) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

05-06-2025

Dear Sir/Madam

Re: Water Supply 'By Separate Written Agreement' to:

2 - 38 SOHO RD DRYSDALE 3222

Our records indicate that this property is not within our declared serviced area.

It is currently subject to a [water by agreement](#) with Barwon Water.

What you need to do

If you have acquired or leased a property with an existing agreement, you must apply to transfer the agreement to your name.

If we do not receive your application within **14 days**, we may stop your water supply.

[Apply for water and sewer by agreement](#)

About the agreement

The agreement is between the property owner or tenant and Barwon Water, and includes the following conditions:

- there is no guarantee of ongoing water supply to your property
- you may need to meet new conditions due to changes in safe drinking water regulations
- you may need to pay for changes like new meters or moving pipes
- if a third-party owns the supply system, you will need to arrange access with them.

Terms and conditions

You can find our standard terms and conditions in the Barwon Water [Customer Charter](#).

Questions?

If you have any questions, please email info@barwonwater.vic.gov.au or call [1300 656 007](tel:1300656007) we're here to help.

Our Ref: EC495337

Your Ref: 641079

Agent Ref: 77007982-023-5

Yours faithfully.

Manager Customer Centre

DATED _____

MANNERIM PRIVATE WATER SCHEME

AGREEMENT

THIS AGREEMENT is made on theday of, 2016

BY AND BETWEEN THOSE Land Owners whose names appear in the Schedule hereto and whose properties are adjacent to Andersons Road, Banks Rd and Soho Rd, Mannerim (hereinafter called “the Land Owners”) and are the original owners of the Mannerim Private Water Scheme (MPWS).

RECITALS:

- A. The Land Owners have obtained permission from and have entered into a Service Agreement with Barwon Region Water Corporation (BRWC) for the supply of water from the Corporation's water mains, then by private pipeline the system of which is known as the Mannerim Private Water Scheme (MPWS). Such permission provides for a 40mm diameter tapping from the Corporation's end of watermain located in Huntingdon St, Drysdale, then along the nominated pipe route then via a metered tapping point to each of the Land Owners individual properties.
- B. The Land Owners are the owners of a property adjacent to or in close proximity to Andersons Road, Banks Rd and Soho Rd, Drysdale, details of which are presented in Annexure 1.
- C. The Land Owners have each requested and been granted permission by BRWC to be supplied with water from the Mannerim Private Water Scheme (MPWS).
- D. Each of the Land Owners have entered this Agreement to formalise the agreements and arrangements made by them for their initial contributions for the set up and construction of the MPWS which is expected to be as presented in Schedule A, and for the ongoing operation and maintenance of the MPWS and the ongoing associated costs of the MPWS as presented in Schedule B.
- E. The Land Owners have agreed to appoint a Secretary to the MPWS who will be a point of contact for Barwon Water and the other Land Owners party to this Agreement. The Secretary will have the responsibility to be a signatory to a bank account for the MPWS along with an appointed second Land Owner signatory. Both signatories will be required to sign off on any payments made on behalf of the MPWS e.g. scheme service or maintenance costs.

THE SCHEME:

In brief the MPWS is described as follows:

- a) The scheme is connected via an 40mm tapping from the water main located in Huntingdon St, Drysdale;
- b) A 110mm pipeline travels directly from the tapping through a Master Meter from Huntingdon St, and turn right into Clarendon St on the west side.
- c) The pipeline will cross Anderson's Rd at the Clarendon St intersection and travel along the south side for approximately 1.5km then cross to the north

side down to the Banks Rd intersection and cross back to the south side of Anderson's Rd.

- d) At the Banks Rd / Andersons Rd intersection the pipeline size will then reduce to 75mm and branch right and run along the west side of Banks Rd to the property #100.
- e) Also at the Banks Rd / Andersons Rd intersection the 110mm pipeline will cross Banks Rd and run along the south side of Anderson Rd down to the Lighthouse Olive Oil Farm driveway.
- f) From the Lighthouse Olive Oil driveway the pipeline will reduce to 63mm and continue down Andersons Road to
- f) However at the Soho / Andersons Rd intersection the 75mm pipeline will again branch turning left across Andersons Rd into Soho Rd and run along the west side through to Murradoc Rd (if required).

Details of the Scheme asset and location are shown in Annexure 2

NOW THIS AGREEMENT WITNESSES:

1. It is agreed that each of the Land Owners shall be permitted to take a single 20mm diameter water tapping per nominated land title numbers for domestic and stock purposes from the MPWS (unless otherwise agreed by BRWC) as previously recited and listed in Schedule A, subject in all respects to all and any conditions imposed by BRWC.
2. The tapping made by each of the Land Owners shall be made in such manner approved by BRWC and shall be at the expense in all respects of each of the Land Owners making such a tapping. The cost of the reticulation of water supply from the tapping of each of the Land Owners shall be at the Land Owners expense and who shall be responsible for the operation and maintenance of the MPWS.
3. The Land Owners shall be responsible for the maintenance of the MPWS as previously referred to in the Recitals. All costs, expenses and fees associated with its maintenance and operation shall be borne equally as and between the Land Owners **PROVIDED HOWEVER** that should any damage to the MPWS be caused or contributed to by the actions of any of the Land Owners or the employees, contractors or agents of any of the Land Owners. In that case the costs of repair to such damage shall be borne by the Land Owner who caused or contributed to such damage either by his own action or that of his employees,

	all parties	Anderson road	Anderson Rd East	Banks Road East	Banks Road West	Soho Road West	Soho Road East
	21	1	5	2	4	3	6
Section 1	Base Pipeline 110 mm	3900	Bernard Hooley	Lyn Paulson	Davies	Rosalie Silvia Sandor	Charles Christie
Section 2	Anderson Rd East 110 mm	600	Bernard Hooley	Bernard Hooley	Gary Dodson	Paul & Jennifer Champion	Elaine Albert & Paul Morgan
Section 3	Banks Road 75mm	1000	Tony Shay		CFA	Rob Bennett	Eric & Nola Leech
Section 4	Soho Road 75mm	1600	Graham McDonald		David Blight		Chris Skeen
		7100	David Darby				Malcolm & Jan Haslings
							Unkensten & Pendrigh
Estimated Construction cost							
Barwon Water, Fees, Tapping and Master Meter	2,000						
COGG Permits	600						
Ecological Report	990						
TGM Group	2,900						
Mirral Project Services	6,000						
Anderson Road Main	100,600						
	Unit Cost	\$113,090	\$5,385	\$10,770	\$21,541	\$16,156	\$32,311
Banks Road	\$2,033.33	\$12,200.00		\$4,066.67	\$8,133.33		
Soho Road	\$2,027.78	\$18,250.00				\$6,083.33	\$12,166.67
Drilling Cast	\$1,000.00	\$12,000.00	\$2,000.00		\$4,000.00		\$6,000.00
Plumber's Tapping fee	\$700	\$700	\$3,500	\$1,400	\$2,800	\$2,100	\$4,200
Total Construction costs (Estimated)		\$170,240	\$32,426	\$16,237	\$36,474	\$24,339	\$54,678
Barwon Water, Fees, Tapping and Master Meter	\$3,000	\$3,000	\$15,000	\$6,000	\$12,000	\$9,000	\$18,000
Total Section Cost ESTIMATED		\$233,240	\$47,426	\$22,237	\$48,474	\$33,339	\$72,678
Cost per tapping, Estimated		\$9,085	\$9,485	\$11,119	\$12,119	\$11,113	\$12,113
Contingency 5%		\$454	\$474	\$556	\$606	\$556	\$606
Maintenance Reserve		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Total share cost		\$10,540	\$10,960	\$12,675	\$13,725	\$12,669	\$13,719
Payable direct to Barwon Water		\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Payable to MPWS		\$7,540	\$7,960	\$9,675	\$10,725	\$9,669	\$10,719

*

asap -
-pay intro new trust a/c.
-sign - this week.
Tues / Wed / Thurs.
2-4 pm → for signature.

Title - Rivstevski's.

contractors or agents AND PROVIDED FURTHER that any loss of water from the MPWS resulting from damage caused or contributed to by the action of any Land Owners or the employees, contractors or agents of any of the Land Owner shall be the responsibility of the Land Owner who caused or contributed to such damage by his own action or that of his employees, contractors or agents and such Land Owner shall pay for the water so lost from the MPWS.

4. It is agreed that ADDITIONAL TAPPINGS from the MPWS shall only be permitted on and subject to the following conditions:
 - (i) That one hundred percent (100%) of the Land Owners party to this Agreement have consented to such additional tapping; and
 - (ii) That prior to making the additional tapping the applicant pays an amount to be distributed equally amongst the original Land Owners party to this agreement apart from the applicant, being the sum that was paid by each of the original Land Owners party to this Agreement plus an increment being an amount calculated as being a percentage increase on the initial amount paid by the original Land Owners which is equivalent to and corresponds with the percentage increase in the All Group Consumer Price Index (weighted average of all capital cities) from that ruling at the 30 June 2016 to that ruling at the date of the permission is given for such additional tapping.
5. It is agreed that tappings from the MPWS of more than 20mm diameter shall only be permitted with the consent of the Land Owner of Volume 9504 Folio 404
6. It is agreed that the obligations responsibilities and benefits of this Agreement shall ~~ensure~~ to the successors in title of each of the original Land Owners property title. Each of the Land Owners shall inform a successor in title of the provisions of this Agreement and shall obtain from a successor in title such covenants, agreements and further assurances that may be required to ensure that the successors in title become a party to this Agreement.
7. This Agreement shall terminate immediately if at any time BRWC withdraws its consent for supply of water to the MPWS.

Agreement with new owners.

THE LANDOWNERS -- (i.e nominated representatives of the land title holders)

1. Name: Bernard Thomas Hooley

Property Address: 25 Banks Road, Mannerim, 3222

Postal address: PO Box 851, Ocean Grove, 3226

Title Details:

Parish: Paywit

Volume: 9504 Folio: 404

2. Name: L. J. Paulson

Property Address: 51-89 Banks Road, Mannerim, 3222

Postal address: PO Box 483, Ballarat, 3353

Title Details:

Parish: Paywit

Volume: 09485 Folio: 530

3. Name: Country Fire Authority

Property Address: 40 Banks Road, Drysdale, 3222

Postal address: PO Box 701, Mount Waverley, 3149

Title Details:

Parish: Paywit

Volume: xxxx Folio: xxx

4. Name: Gary Dodson

Property Address: 100 Banks Road, Mannerim, 3222

Postal address: 100 Banks Road, Mannerim, 3222

Title Details:

Parish: Paywit

Volume: 8061 Folio: 189

5. Name: Geoff & Beverley Davies

Property Address: 180 Banks Road, Mannerim, 3222

Postal address: As Above

Title Details:

Parish: Bellarine

Volume: 5189 Folio: 670

6. Name: David Blight

Owner: Sarelli Pty Ltd as trustee for Acorn trust

Property Address: 291 - 329 Sheppards Road, Mannerim, 3222

Postal address: PO Box 311 Drysdale, 3222

Title Details:

Parish: Bellarine

Volume: 11040 Folio: 270

7. Name: Charles Christie

Property Address: 1-29 Soho Road, Drysdale, 3222

Postal address: AS Above

Title Details:

Parish: Bellarine

Volume: 9354 Folio: 334

8. Name: Rob Bennett

Property Address: 2-40 Soho Road, Drysdale, 3222

Postal address: PO Box 186, Drysdale, 3222

Title Details:

Parish: Bellarine

Volume: 6787 Folio: 215

9. Name: Malcolm John & Janice Merle Hastings

Property Address: 31-69 Soho Road, Drysdale, 3222

Postal address: as above

Title Details:

Parish: Bellarine

Volume: 11300 Folio: 572

10. Name: Paul Champion

Property Address: 60 Soho Road, Drysdale, 3222

Postal address: As above

Title Details:

Parish: Bellarine

Volume: 9933 Folio: 751

11. Name: David Unkenstein & Catriona Pendrigh

Property Address: 151-159 Soho Road, Drysdale, 3222

Postal address: PO Box 21 Drysdale, 3222

Title Details:

Parish: Bellarine

Volume: 10234 Folio: 715

12. Name: Anne Macrae

Property Address: 500 Andersons Road, Drysdale, 3222

Postal address: 180 Roslyn Road, Belmont, 3216

Title Details:

Parish: Bellarine

Volume: 08727 Folio: 855

13 Name: Bernard Thomas Hooley

Property Address: 600 Andersons Road, Mannerim, 3222

Postal address: PO Box 851, Ocean Grove, 3226

Title Details:

Parish: PAYWIT

Volume: 9504 Folio: 404

14. Name: Bernard Thomas Hooley

Property Address: 650 Andersons Road, Mannerim, 3222

Postal address: PO Box 851, Ocean Grove, 3226

Title Details:

Parish: PAYWIT

Volume: 9504 Folio: 404

15. Name: Julie Shay

Property Address: 690 Andersons Road, Mannerim, 3222

Postal address: PO Box 510, Drysdale, 3222

Title Details:

Parish: PAYWIT

Volume: 9701 Folio: 428

16.Name: G.R. & S. J. MacDonald

Property Address: 720 Andersons Road, Mannerim, 3222

Postal address: As Above

Title Details:

Parish: PAYWIT

Volume: 9701 Folio: 428

17.Name: Chris Skeen

Property Address: 75 Soho Road

Postal address: As Above

Title Details:

Parish: Bellarine

Volume: 9022 Folio: 179

18.Name: Eric & Nola Leech

Property Address: 105 Soho Road, Drysdale, 3222

Postal address: As Above

Title Details:

Parish: Bellarine

Volume: 10338 Folio: 953

19.Name: Paul Morgan & Elaine Albert

Property Address: 145 Soho Road

Postal address: As Above

Title Details:

Parish: Bellarine

Volume: 10338 Folio: 954

20.Name: Rosalie Silvia Sandor

Property Address: 82-160 Soho Road

Postal address: As Above

Title Details:

Parish: Bellarine

Volume: 2870 Folio: 906

21.Name: David Gordon Darby

Property Address: 660 Andersons Road, Mannerim, 3222

Postal address: As Above

Title Details:

Parish: Paywit

Volume: 10251 Folio: 313

Annexure 1

Individual Supply By Agreements with Barwon Water

Annexure 2

Andersons/Banks/Soho Rds Private Water Scheme (MPWS)





NW

291145E 5771763N m

GDA 1994 MGA Zone 55

SE

291645E 5771158N m



N

Scale: 1:2,500

Created: 9/08/2024

Legend

- Gravity Sewer
- Pressure Sewer
- Potable Water
- Recycled Water

Warnings - Indicates the presence of a Hazardous Zone
Follow OH&S Guidelines - Barwon Water OH&S Alert:

- Cracked AC Pipe
- Asbestos in Wrapping
- Benzene Detected
- LEL Detected
- Contaminated Ground
- VIVA High Pressure Pipeline

DISCLAIMER: Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.

Property Clearance Certificate

Land Tax



INFOTRACK / RISTEVSKI LAWYERS.

Your Reference:	240651
Certificate No:	91402205
Issue Date:	05 JUN 2025
Enquiries:	ESYSPROD

Land Address:	2 -38 SOHO ROAD DRYSDALE VIC 3222
---------------	-----------------------------------

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48314495	1	157603	6787	215	\$0.00

Vendor: ROBERT BENNETT
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
ESTATE OF ALICE ELIZABETH BENNET	2025	\$1,400,000	\$0.00	\$0.00

Comments: Property is exempt: LTX primary production land. Property is exempt: LTX Administration Trust - surcharge exempt.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$1,450,000
SITE VALUE (SV):	\$1,400,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 91402205

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$8,250.00

Taxable Value = \$1,400,000

Calculated as \$4,650 plus (\$1,400,000 - \$1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$14,500.00

Taxable Value = \$1,450,000

Calculated as \$1,450,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 91402205

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: 91402205

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / RISTEVSKI LAWYERS.

Your Reference: 240651

Certificate No: 91402205

Issue Date: 05 JUN 2025

Enquires: ESYSPROD

Land Address: 2 -38 SOHO ROAD DRYSDALE VIC 3222

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48314495	1	157603	6787	215	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
530	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$1,450,000

SITE VALUE: \$1,400,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91402205

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / RISTEVSKI LAWYERS.

Your Reference:	240651
Certificate No:	91402205
Issue Date:	05 JUN 2025

Land Address: 2 -38 SOHO ROAD DRYSDALE VIC 3222

Lot	Plan	Volume	Folio
1	157603	6787	215

Vendor: ROBERT BENNETT
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 91402205

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

<p>BPAY</p> <div><div><p>Billers Code: 416073 Ref: 91402206</p></div></div> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p> <div><div><p>Ref: 91402206</p></div></div> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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Property Clearance Certificate

Land Tax



INFOTRACK / RISTEVSKI LAWYERS.

Your Reference:	240651
Certificate No:	80009515
Issue Date:	23 SEP 2024
Enquiries:	MXH10

Land Address:	40 SOHO ROAD DRYSDALE VIC 3222
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
48314500	1	157603	6787	215	\$0.00

Vendor: ROBERT BENNETT
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ESTATE OF MS ALICE ELIZABETH BENI	2024	\$30,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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:	\$250,000
SITE VALUE:	\$30,000
CURRENT LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 80009515

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 = \$0.00

Taxable Value = \$30,000

Calculated as \$0 plus (\$30,000 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 80009515

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: 80009515

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / RISTEVSKI LAWYERS.

Your Reference:	240651
Certificate No:	80009515
Issue Date:	23 SEP 2024
Enquires:	MXH10

Land Address: 40 SOHO ROAD DRYSDALE VIC 3222					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
48314500	1	157603	6787	215	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
111	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$250,000
SITE VALUE:	\$30,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80009515

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / RISTEVSKI LAWYERS.

Your Reference:	240651
Certificate No:	80009515
Issue Date:	23 SEP 2024

Land Address: 40 SOHO ROAD DRYSDALE VIC 3222

Lot	Plan	Volume	Folio
1	157603	6787	215

Vendor: ROBERT BENNETT
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 80009515

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

<p>BPAY</p> <div><div><p>Billers Code: 416073 Ref: 80009517</p></div></div> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p> <div><div><p>Ref: 80009517</p></div></div> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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PROPERTY REPORT

From www.land.vic.gov.au at 10 June 2025 12:25 PM

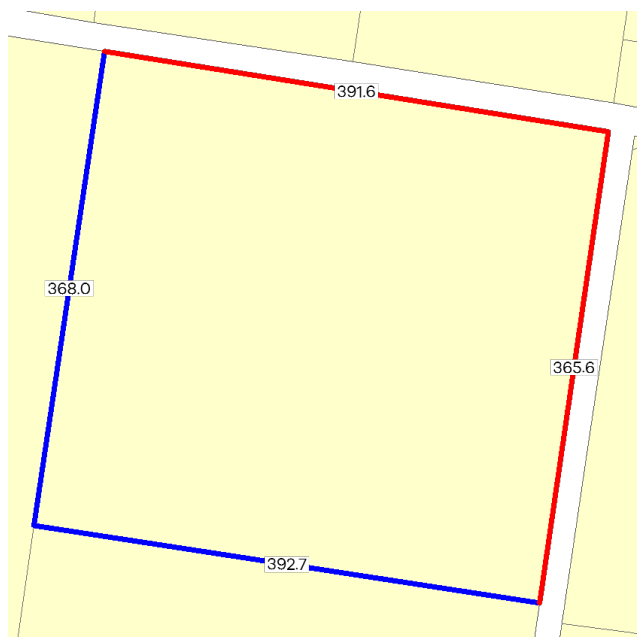
PROPERTY DETAILS

Address: **2-38 SOHO ROAD DRYSDALE 3222**
Lot and Plan Number: **Lot 1 TP157603**
Standard Parcel Identifier (SPI): **1\TP157603**
Local Government Area (Council): **GREATER GEELONG**
Council Property Number: **260135**
Directory Reference: **Melway 458 A12**

www.geelongaustralia.com.au

SITE DIMENSIONS

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



Area: 143815 sq. m (14.38 ha)

Perimeter: 1518 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **BELLARINE**

PLANNING INFORMATION

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

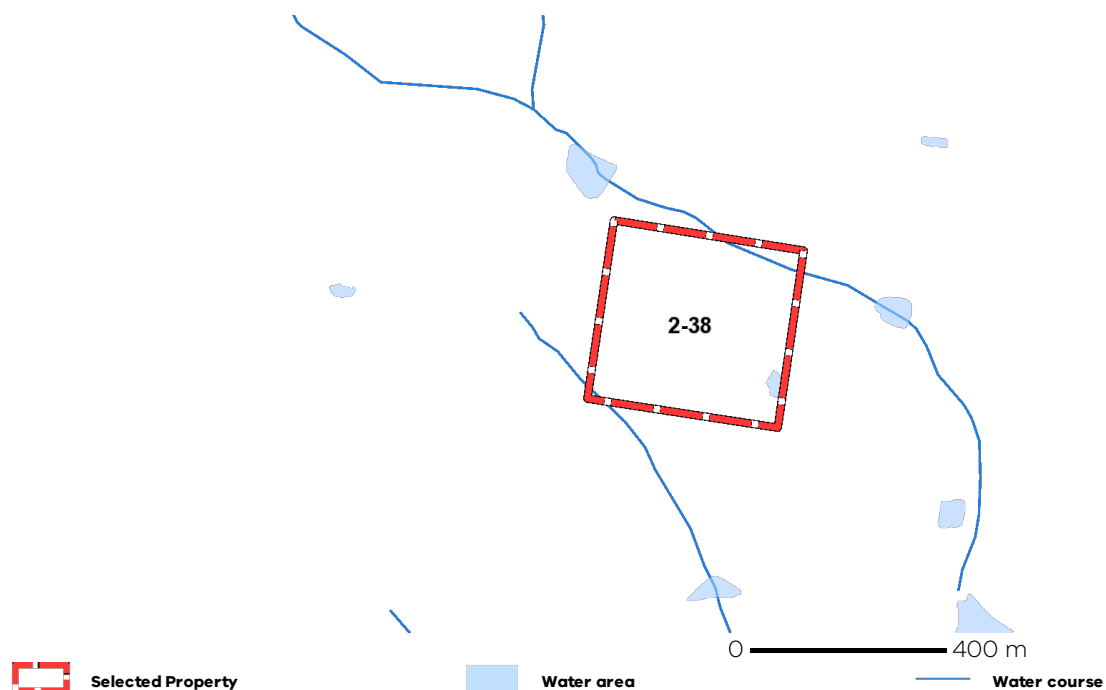
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 10 June 2025 12:25 PM

PROPERTY DETAILS

Address: **2-38 SOHO ROAD DRYSDALE 3222**
Lot and Plan Number: **Lot 1 TP157603**
Standard Parcel Identifier (SPI): **1\TP157603**
Local Government Area (Council): **GREATER GEELONG**
Council Property Number: **260135**
Planning Scheme: **Greater Geelong**
Directory Reference: **Melway 458 A12**

www.geelongaustralia.com.au

[Planning Scheme - Greater Geelong](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **BELLARINE**

OTHER

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

[View location in VicPlan](#)

Planning Zones

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

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



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

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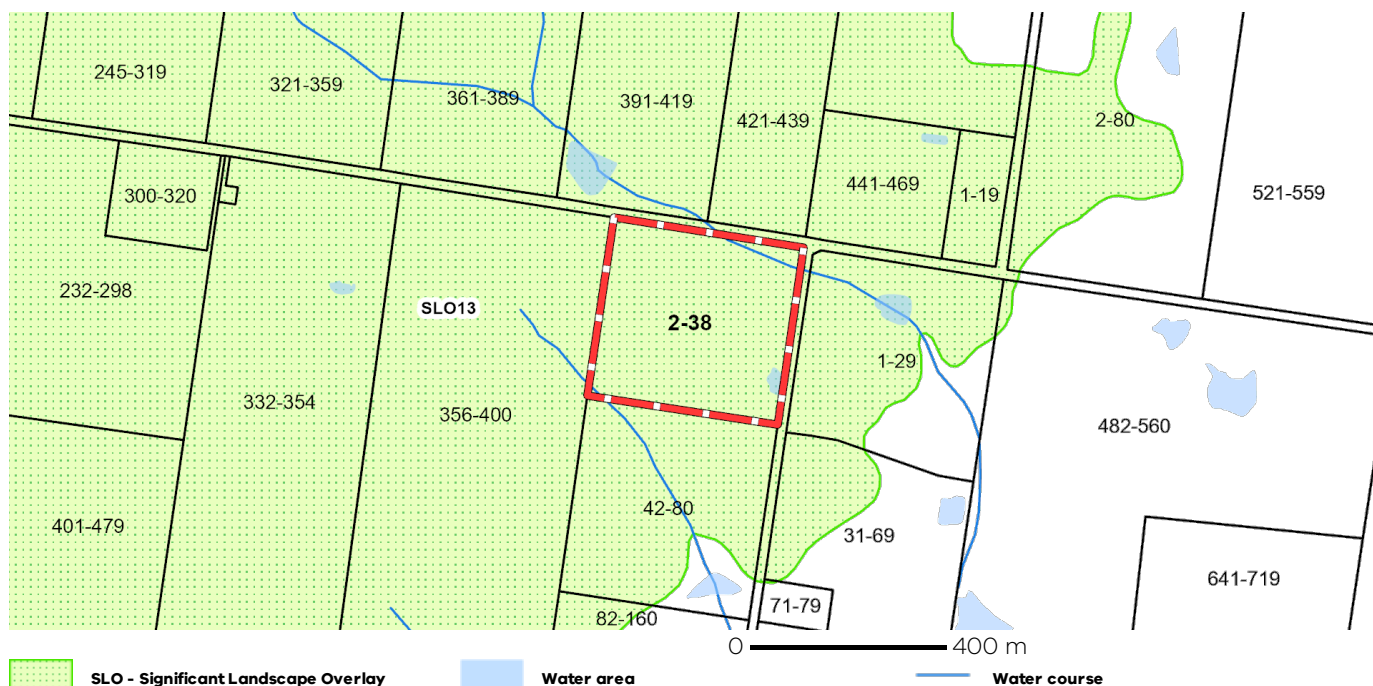
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 13 (SLO13)

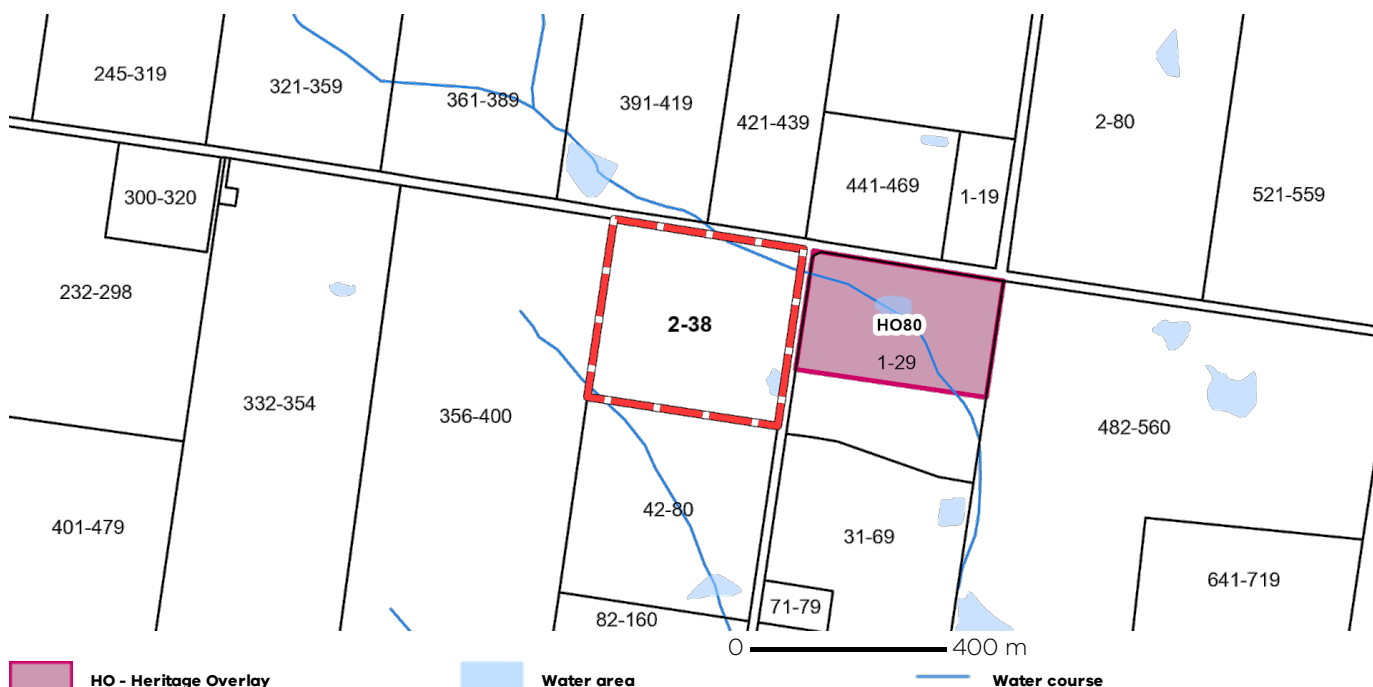


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



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

Further Planning Information

Planning scheme data last updated on 05 June 2025.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

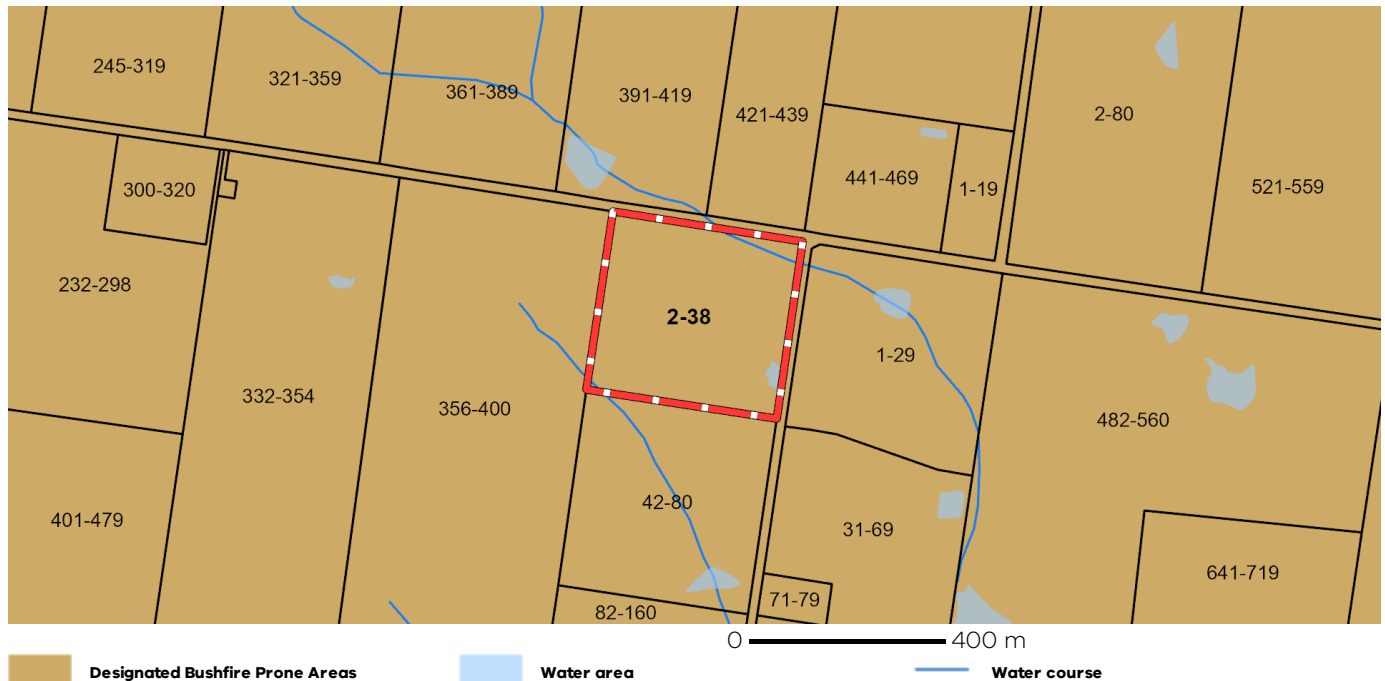
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

Native Vegetation

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

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

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