REIV
THE DIFFERENCE

LAW INSTITUTE VICTORIA

Contract of Sale of Land

Property: 204 ANDERSONS ROAD, BARRABOOL 3221

AICVIC
AUSTRALIAN INSTITUTE OF CONVEYANCERS VICTORIA
Endorsed by the Australian Institute of Conveyancers (Victorian Division)

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.
The terms of this contract are contained in the –
- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –
- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: ....

.... on ..../............./20.......

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

....

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

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

SIGNED BY THE VENDOR: ....

.... on ..../............./20.......

Print name(s) of person(s) signing: THOMAS JOHN HAWKINS ....

....

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

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

Table of contents

Particulars of sale

Vendor's estate agent

Name: HF Richardson Property..

Address: 5 Retreat Road, Geelong Vic 3220 ....

Email: matt@hfrichardson.com.au ....

Tel: 03 5229 8017................ Mob: 0400 902 146.................……………... Ref: Matt Poustie……………..………

Vendor

Name: THOMAS JOHN HAWKINS ....

Address: 204 Andersons Road, Barrabool 3221 ....

ABN/ACN: ....

Email: ....

Vendor's legal practitioner or conveyancer

Name: JRT PARTNERSHIP ....

Address: Level 2, 99 Queen Street, Melbourne 3000 ....

Email: fiona.brophy@jrtpartnership.com.au ....

Tel: 03 8601 4774 .... Mob: .... Fax: .... Ref: JRT25552 .....

Purchaser's estate agent

Name: ....

Address: ....

Email: ....

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

Purchaser

Name: ....

Address: ....

ABN/ACN: ....

Email: ....

Purchaser's legal practitioner or conveyancer

Name: ....

Address: ....

Email: ....

Tel: .... Fax: .... DX: .... Ref: ....

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10737 Folio 973	2	PS505391S

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 204 ANDERSONS ROAD, BARRABOOL 3221 ....

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

All fixed floor coverings, light fittings, window furnishings, evaporative and split system air conditioners, cubby house and electric fence unit but excluding the Kreepy Krauly pool cleaner, fire pit, shearing unit, cattle yards and farm plant & equipment ....

....

Payment

Price $ ....

Deposit $ .... by .... / .... / 20.......... (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 next box is checked

☒ GST (if any) must be paid in addition to the price if the box is checked

- ☒ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on .... / .... /20..........

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

- the above date; and
- the 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 box is checked, in which case the property is sold subject to*:

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

☐ ~~a lease for a term ending on .... / .... /20.......... with [..........] options to renew, each of [..........] years~~

~~OR~~

☐ ~~a residential tenancy for a fixed term ending on .... / .... /20..........~~

~~OR~~

☐ ~~a periodic tenancy determinable by notice~~

~~**Terms contract** (general condition 30)~~

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

Loan (general condition 20)

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

Lender: ....

(or another lender chosen by the purchaser)

Loan amount: no more than $ .... Approval date: .... / .... /20..........

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

GST withholding notice – new residential premises or potential residential land

Pursuant to section 14-255 of Schedule 1 of the Taxation Administration Act 1953 (Cth)

Property address:	204 ANDERSONS ROAD, BARRABOOL 3221	
Title details:	VOLUME 10737 FOLIO 973	LOT 2 ON PS505391S

The Purchaser is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

From:

Vendor:	THOMAS JOHN HAWKINS
Address:	204 ANDERSONS ROAD, BARRABOOL 3221

Special Conditions

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

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

1. AGREEMENT

The parties agree that:

(a) the warranties contained in General Conditions 6.1, 6.3 and 6.4 shall be read subject to the Special Conditions;

(b) the General Conditions shall be modified as follows:

(i) General Conditions 3, 9, and 12 are deleted;

(ii) General Condition 17.1(b)(i) is amended by substituting the words “do all things” with the words “provide all title documents reasonably”;

(iii) General Conditions 31.4, 31.5 and 31.6 are deleted; and

(iv) General Condition 35.4(a) is amended by substituting the word “up” with the word “equal”.

2. PURCHASER’S GENERAL ACKNOWLEDGEMENTS

2.1. **Inspection of documents**

The purchaser acknowledges that prior to paying any money or signing this Contract or any other document in relation to the purchaser’s purchase of the property:

(a) it received a section 32 statement signed by the vendor;

(b) it received a copy of the prescribed due diligence checklist (if applicable);

(c) it received a copy of this Contract and was given an opportunity to read and consider the terms and conditions in this Contract; and

(d) it was given an opportunity to seek legal and other professional advice on the terms and conditions in this Contract and the section 32 statement.

2.2. **Entire understanding**

The purchaser acknowledges and accepts that:

(a) this Contract constitutes the entire agreement between the parties in relation to the sale and purchase of the property;

(b) any promise, condition, representation, information or warranty relating to or leading up to the sale hereby evidenced which is not set out or expressly referred to in this Contract which may have been made by the vendor or by any person acting (with or without authority) on behalf of the vendor is expressly negatived and withdrawn; and

(c) this Special Condition shall enure for the benefit of the vendor and its employees, officers and agents.

3. ENCUMBRANCES AND RESTRICTIONS

3.1. **Property sold subject to restrictions**

The purchaser acknowledges and accepts that the property is sold subject to:

(a) the matters disclosed in the section 32 statement;

(b) any registered or unregistered easement, covenant, encumbrance or other restriction affecting the land;

(c) any encumbrances identified on the Plan, created by section 98 of the *Transfer of Land Act 1958* (Vic) or implied or created under the *Subdivision Act 1988* (Vic);

(d) all Laws and Requirements affecting the property; and

(e) any water or sewerage main or any underground or surface storm water drain or other gas or electric light or other installations or services passing through, over, under, adjacent or nearby the property.

3.2. **No objection or requisition**

(a) The purchaser acknowledges and accepts that none of the matters referred to in Special Condition 3.1 shall constitute a defect in the vendor’s title or affect the validity of this Contract.

(b) The purchaser must not exercise any of the Excluded Rights or require the vendor to take any action arising out of or in connection with any of the matters referred to in Special Condition 3.1 or arising out of or in connection with compliance or non-compliance with respect to those matters.

4. IDENTITY AND CONDITION OF THE PROPERTY

4.1. Inspection of the Property

The purchaser represents and warrants to the vendor that, because of the purchaser's own inspection and enquiries:

(a) the purchaser is satisfied that the property as offered for sale and inspected by the purchaser is identical with the land and goods described in the Particulars of Sale;

(b) the purchaser accepts the property in its state of repair and condition (including any defects (either latent or patent), dilapidation or infestation of the property or any other deficiency which may otherwise require reinstatement or replacement, including any non-compliance with any Laws or Requirements of any Authority) as at the Day of Sale;

(c) the purchaser is satisfied the property has been purchased at the price agreed on as a result of the purchaser's own inspection and enquiries relating to the property;

(d) without limiting the foregoing, the purchaser is satisfied that:

(i) any improvements or fixtures on the property as inspected are constructed inside or on the boundaries described in the title(s) making up the land;

(ii) the measurements, boundaries, area and location of the property as inspected is identical to the land described in the title(s) making up the land;

(iii) occupation of the property as inspected accords with the title(s) making up the land;

(iv) the improvements owned by third parties do not encroach on the title(s) making up the land.

4.2. No warranties or representations

The purchaser acknowledges that the vendor (or anyone on behalf of the vendor) makes no warranty or representation (whether express or implied) in relation to any of the following:

(a) that the property as offered for sale and inspected by the purchaser is identical with the land and goods described in the Particulars of Sale;

(b) that the improvements are erected within the boundaries of the land;

(c) that improvements owned by third parties do not encroach on the land;

(d) about the nature, quality, condition or state of repair of the property, specifically the Vendor makes no warranty or representation in regard to the ducted heating, which has been disconnected and is not in working order;

(e) about any defects (either latent or patent), dilapidation or infestation of the property;

(f) that the property (including the improvements and any alterations or additions to the improvements) complies with all Laws or the Requirements of any Authority;

(g) the measurements, boundaries, area, location or occupation of the property.

4.3. Septic Tank System

The Purchaser acknowledges that the property is serviced by a septic tank/sewerage treatment plant system which requires routine inspections and maintenance. Prior to signing this contract of sale, the purchaser made their own enquiries concerning the septic tank/sewerage treatment plant system and the vendor makes no warranty or representation in relation to the condition or state of repair of the said system.

4.4. No objection or requisition

The purchaser must not exercise any of the Excluded Rights or require the vendor to take any action arising out of or in connection with any of the matters referred to in Special Conditions 4.1, 4.2 or 3 or arising out of or in connection with compliance or non-compliance with respect to those matters.

5. PLANNING

5.1. Planning restrictions

The purchaser purchases the property subject to any restrictions imposed by the provisions of the relevant planning scheme, any planning permits or planning controls applicable to the property.

5.2. Use of Property

Any restriction on the subdivision, development or use of the property under any Law will not affect the validity of this Contract or constitute a defect in the vendor's title to the property.

5.3. Purchaser's acknowledgements

The purchaser acknowledges that it has satisfied itself about all approvals and consents for the purposes for which the property may be used under any Law, including any proposals which the purchaser may have for the subdivision, development or use of the property.

5.4. Pools and Spas

The purchaser shall at their own expense comply with all notices and/or obligations, if any, in respect of any fences/safety barriers that are required to restrict access to any pool/spa area (or any other related requirements) in accordance with the Building Regulations 1994. The vendor shall not be responsible or incur any liability for bringing the pool or spa into a compliant state prior to settlement, or incur the cost of procuring a registration certificate and/or compliance certificate.

5.5. **No objection or requisition**

The purchaser must not exercise any of the Excluded Rights in relation to any matters arising out of or in connection with the subdivision, development or use of the property or any proposals which the purchaser may have for the subdivision, development or use of the property.

5.6. **No warranties or representations**

The purchaser acknowledges that no representation or warranty by the vendor or anyone on the vendor's behalf has been made or given to the purchaser or anyone on the purchaser's behalf in respect of the property or any part of the property, or in respect of the suitability of the property or any part of the property for any purpose or use or in respect of any purpose or use which may or may not be carried out on the property or any part of the property.

6. DEPOSIT

6.1. **Investment of Deposit**

Where the vendor's legal practitioner holds the deposit (or any part thereof) as stakeholder, the vendor and the purchaser authorise the vendor's legal practitioner to invest the deposit (or any part thereof) in a separate interest-bearing controlled money account at a bank (being an authorised deposit-taking institution as defined in the *Banking Act 1959* (Cth)) of the vendor's choosing.

6.2. **Entitlement to Accrued Interest**

The parties agree that the deposit and any Accrued Interest must be paid by the stakeholder to the party entitled when the deposit is released, the Contract is settled, or the Contract is ended.

6.3. **Release**

Neither the vendor nor the vendor's legal practitioner shall be responsible in any way for any loss occasioned by the investment of the deposit or any failure to invest the deposit.

6.4. **Disbursement of Deposit**

By signing this Contract, the parties authorise and direct the vendor's legal practitioner to transfer the deposit (and any Accrued Interest) held in relation to this Contract to such other law firm as may be appointed by the vendor from time to time and to otherwise disburse the deposit in accordance with this Contract, the *Sale of Land Act 1962* (Vic) and the *Legal Profession Uniform Law Application Act 2014* (Vic).

6.5. **Tax file number**

The purchaser must give the purchaser's tax file number to the vendor's legal practitioner within five (5) business days from the Day of Sale. If the purchaser does not do so, the purchaser acknowledges that withholding tax may be deducted from any interest to which the purchaser may be entitled.

7. NOMINATION

7.1. **Nomination of additional or substitute purchaser**

The purchaser may not, without the prior written consent of the vendor, nominate a substitute or additional transferee, unless at least fourteen (14) days before the Settlement Date the purchaser delivers to the vendor:

(a) a sale of real estate nomination form, in a form reasonably required by the vendor, completed and signed by both the purchaser and substitute or additional transferee; and

(b) if the additional or substitute transferee includes a corporation (within the meaning of the *Corporations Act 2001* (Cth)), a guarantee signed by all of the directors and principal shareholders of that corporation in the form of the Guarantee.

7.2. **Indemnity**

The purchaser indemnifies and will at all times keep indemnified the vendor and the vendor's legal practitioner against any claim, action, loss, damage, liability or cost that may be brought against the vendor or the vendor's legal practitioner which the vendor or the vendor's legal practitioner may pay, sustain or incur in respect of any matter (including stamp duty) arising out of or in connection with a nomination under General Condition 4 and this Special Condition.

8. PURCHASERS BUYING UNEQUAL INTERESTS

8.1. **Purchaser's responsibility**

If more than one person is described in this Contract as purchaser, it is the purchaser's responsibility to ensure that this Contract correctly records at the Day of Sale the proportions in which they are buying the property ("the Purchasers' Interest Proportions").

8.2. **Additional duty**

If the Purchaser's Interest Proportions recorded in the instrument of transfer referred to in General Condition 10 differ from those recorded in this Contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as result of the variation.

8.3. **Indemnity**

The purchaser indemnifies and will at all times keep indemnified the vendor, the vendor's estate agent and the vendor's legal practitioner against any loss, damage, cost, expense, claim or demand which may be made against any or all of them in relation to any additional duty payable as a result of the Purchasers' Interest Proportions in the instrument of transfer differing from those recorded in this Contract.

9. GUARANTEE AND INDEMNITY

9.1. Guarantee by purchaser

If the purchaser is or includes a corporation (within the meaning of the *Corporations Act 2001* (Cth)), the purchaser must on the Day of Sale deliver to the vendor a Guarantee executed by all of the directors and principal shareholders of the purchaser. Any one or more of the purchaser's directors or principal shareholders who gives such a guarantee shall be bound by the Guarantee notwithstanding that the other directors or principal shareholders fail or refuse to do so.

9.2. Guarantee by nominee

If the purchaser nominates a corporation (within the meaning of the *Corporations Act 2001* (Cth)) in accordance with General Condition 4 and Special Condition 7, the purchaser must at the same time as exercising its right to nominate deliver to the vendor a Guarantee executed by all of the directors and principal shareholders of the nominated corporation. Any one or more of the nominated corporation's directors or principal shareholders who gives such a guarantee shall be bound by the Guarantee notwithstanding that the other directors or principal shareholders fail or refuse to do so.

9.3. Exclusions

Special Conditions 9.1 and 9.2 shall not apply where the corporation is a corporation whose shares are listed on the Australian Securities Exchange.

9.4. Failure to provide a guarantee

If the purchaser fails to deliver a Guarantee in accordance with Special Conditions 9.1 or 9.2, it shall constitute a breach of an essential term of this Contract by the purchaser and the vendor may end this Contract by giving written notice to the purchaser. The parties agree that General Conditions 34.1 and 34.2 shall not apply to the vendor's right to end this Contract under this Special Condition.

10. FOREIGN INVESTMENT TREASURER APPROVAL

10.1. Purchaser's warranty

The purchaser warrants that:

(a) it is not required to give notice under section 81 of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) to the Treasurer or Foreign Investment Review Board of its intention to purchase the property; or

(b) it is required to give notice under section 81 of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) to the Treasurer or Foreign Investment Review Board of its intention to purchase the property and that it has done so and the Treasurer or Foreign Investment Review Board (as applicable) has advised that it does not object to the acquisition of the property by the purchaser.

10.2. Deposit forfeited

If this Contract does not proceed to Settlement as a consequence of the purchaser's breach of the warranty contained in Special Condition 10.1, the vendor may rescind this Contract and retain the deposit.

10.3. Purchaser's indemnity

The purchaser must indemnify the vendor against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) which the vendor incurs or is liable for concerning any matter in connection with this Special Condition.

11. GOODS AND SERVICES TAX

11.1. Definitions

In this Special Condition 11:

(a) The expressions GST, Input Tax Credit and Taxable Supply have the meaning given to those expressions in the GST Act

(b) GST Act means *A New Tax System (Goods and Services Act) Act 1999* (Cth) (as amended);

11.2. Price is GST exclusive

Unless otherwise stated, all prices or other sums payable or consideration to be provided under or in accordance with this Contract are exclusive of GST.

11.3. Farming Business

(a) The parties agree that this Contract is for the supply of land on which a farming business has been carried on for at least five (5) years preceding the supply; and

(b) The purchaser warrants that a farming business will be carried on, on the land from the date of supply.

11.4. Purchaser to pay any GST payable

If GST is payable on the sale of the property pursuant to this Contract including without limitation as a result of any change in use, then the purchaser must pay to the vendor any GST payable under this Contract (including any interest and penalties that may be imposed in respect of the GST payable), in addition to the Price. This clause is capable of having effect after Settlement and does not merge on Settlement.

12. RURAL

12.1. The purchaser acquires the property subject to:

(a) all roads traversing the property fenced or unfenced with gates and grids or otherwise and subject to any road reserves, enclosure permits or otherwise;

(b) all existing water licences, if any, noting that the vendor will on completion sign all such documents as required by the purchaser for the transfer of such licences;

(c) the fences as they are whether they are on the correct boundary lines or not and whether they are 'give and take fences' and in their present condition and state of repair.

12.2. The purchaser will not make any objection or claim for compensation nor have any rights of recission or termination due to the vendor not holding any licence from any responsible authority relating to the use and occupation of the property and its roads, fences, water, crops, pests, diseases and other regulated farming activities.

13. SOLAR POWER IF AVAILABLE

13.1. If there are any solar panels installed at the property then the parties agree as follows:

(a) Whether or not any benefits currently provided to the vendor by Agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;

(b) The purchaser agrees that they will negotiated with the current energy supplier or any energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and

(c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

14. DEFAULT

If the purchaser defaults in performance of any obligation under this Contract, the purchaser must pay the vendor on demand all costs and expenses incurred by the vendor as a result of the default including:

(a) any penalty interest due under this Contract as a result of the default (without affecting any other right or rights under this Contract);

(b) the vendor's legal costs and any disbursements;

(c) interest, penalties, fees, charges and discount fees payable by the vendor to a mortgagee or charge of the property;

(d) the cost of obtaining bridging finance or other credit accommodation to complete the vendor's purchase of another property and interest, penalties, fees and charges and other expenses in connection with that bridging finance or other credit accommodation; and

(e) penalties and other expenses payable by the vendor through any delay in completion of the vendor's purchase of another property.

15. NO ASSIGNMENT

The purchaser must not assign, charge, encumber or otherwise deal with any rights and obligations under this Contract, or attempt or purport to do so, without the prior written consent of the vendor (which consent may be given or withheld on such conditions as the vendor require in its absolute discretion).

16. LAND TAX

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

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

17. GENERAL PROVISIONS

17.1. **Variation**

Any variation to this Contract must be in writing and signed by or on behalf of the parties.

17.2. **Waiver**

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of the power or right preclude any other or further exercise of it or in the exercise of any other power or right. A power or right may only be waived in writing and signed by the party to be bound by the waiver.

17.3. **No right of set off**

Unless this Contract states otherwise, a party has no right of set-off against a payment due to another party.

17.4. **Giving effect to this Contract**

Each party must do all things and execute all documents (within a reasonable time of being requested to do so) that any other party may reasonably require to give full effect to this Contract and unless this Contract states otherwise, each party shall bear its own costs in doing so.

17.5. **Merger**

Any provision of this Contract capable of having effect after Settlement does not merge on Settlement and continues to bind the parties.

17.6. **Severability**

Any part of this Contract that is void, voidable, illegal or otherwise unenforceable then that part shall be severed from this Contract and will not affect the continued operation of the remaining provisions of this Contract.

17.7. **Counterparts**

This Contract may consist of a number of copies, each signed by one or more parties to the Contract. If so, the signed copies are treated as making up the one document.

17.8. **Governing law and jurisdiction**

This Contract is governed by the laws of Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.

17.9. **Auction**

If the property is offered for sale by auction, the sale is subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land (Public Auctions) Regulations 2014 (Vic) or any rules prescribed by regulation which modify or replace those Rules.

17.10. **Christmas Period**

The due date for settlement stipulated in the Particulars of Sale must not be between 23 December 2025 and 15 January 2026 (inclusive). In the event that a date within this period is stipulated as the due date for settlement, then this special condition shall prevail and the settlement date will be 16 January 2026.

18. DEFINITIONS AND INTERPRETATION

18.1. **Definitions**

In this Contract, unless the context otherwise requires, the following terms have the following meanings:

Accrued Interest	means the interest (if any) that accrues on the deposit less any bank charges, government charges and tax and any costs and expenses incurred by the vendor's legal practitioner in connection with the investment and withdrawal of the deposit.
Authority	means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, authority or entity exercising any powers or functions under any Law.
Claim	means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), loss, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising and includes a claim for compensation.
Contract	means this Contract of Sale of Real Estate including the General Conditions, the Special Conditions, the Particulars of Sale, the Annexures and any schedules to this Contract.
Day of Sale	means the date by which both parties have signed this Contract.
Excluded Rights	means the rights to: (a) rescind, terminate or avoid this Contract; (b) make any objection, requisition or enquiry; (c) make any Claim; (d) withhold any part or require an adjustment of the price (other than as permitted under this Contract); (e) require any part of the price to be retained (other than as permitted under this Contract); (f) require the vendor to do any act, matter or thing; (g) require the vendor to amend title;

(h) require the vendor to pay any money or bear any costs; and

(i) require the vendor to indemnify any person.

General Conditions	means the general conditions attached to this Contract.
Guarantee	means the guarantee in the form set out in Annexure A.
Law	includes any law (including common law), statute, ordinance, rule, regulation, proclamation, by-law, the applicable planning scheme, the Requirements of any Authority and any permit or approval affecting the property.
Particulars of Sale	means the particulars of sale contained in this Contract.
Plan	means title plans, plans of subdivision or any other plans disclosed in the section 32 statement or referred to in the titles or certificates contained in the section 32 statement.
Requirement	includes any standards, criteria, notices, orders, demands, directions or requirements of any Authority.
Settlement	means the date upon which vacant possession (or receipt of the rent and profits) of the property is provided, title is accepted and the whole of the price and all other money due to the vendor under this Contract is paid.
Settlement Date	means the date specified in the Particulars of Sale or such other date as may be agreed by the vendor and the purchaser in writing.
Special Conditions	means the Special Conditions included in this Contract.

18.2. **Interpretation**

In this Contract, except to the extent that the context otherwise specifies:

(a) words importing the singular include the plural, words importing the plural include the singular and words importing one gender include the other gender;

(b) headings are for convenience and reference only and do not affect the meaning or interpretation of this Contract;

(c) all terms and expressions defined in the Particulars of Sale and used in these Special Conditions have the meaning given to them in the Particulars of Sale;

(d) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally and an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;

(e) a reference to a business day means any day that is not a Saturday, Sunday or a public holiday in Victoria;

(f) a reference to any legislation or any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it occurring at any time before or after the Day of Sale;

(g) a reference to a person includes a firm, a body corporate, an unincorporated association and an Authority;

(h) any reference to the parties by their defined terms includes that party's executors, administrators, substitutes, successors or permitted assigns or, being a company, its successors or permitted assigns;

(i) the words "includes" and "including" are not words of limitation, and do not and must not be taken as detracting from the generality of any provisions of this Contract; and

(j) if there is any inconsistency between the provisions of the General Conditions and the Special Conditions then, to the extent of any inconsistency, the Special Conditions shall prevail and have priority.

GUARANTEE – ANNEXURE A

WE ____

____

OF ____

(hereinafter called the "Guarantors") in consideration of the within named Vendor(s) selling to the within named Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective executors and administrators jointly and severally covenant with the said Vendor(s) that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other monies payable by the Purchaser(s) to the Vendor(s) under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser(s) **WE WILL** forthwith on demand by the Vendor(s) pay to the Vendor(s) the whole of such deposit residue of purchase money interest or other monies which shall then be due and payable to the Vendor(s) and will keep the Vendor(s) indemnified against all loss of purchase money interest and other monies payable under the within Contract and all losses costs charges and expenses whatsoever which the Vendor(s) may incur by reason of any default, as aforesaid on the part of the Purchaser(s). This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor(s) in enforcing payment of any of the monies payable under the within Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or by time being given to the Purchaser(s) for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

IN WITNESS WHEREOF our hands and seals have hereunto been affixed this day of 2025.

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

Witness: ....

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6 VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

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

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

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

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LAW INSTITUTE VICTORIA

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document is current as at 1 July 2024.

Section 32 Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

Land	204 ANDERSONS ROAD, BARRABOOL 3221	
Vendor's name	THOMAS JOHN HAWKINS	**Date** 1/9/2025
Vendor's signature	Signed by: 50E069268EE34F5...	
Purchaser's name		**Date** / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

☒ Are contained in the attached certificate/s.

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

☒ Other particulars (including dates and times of payments):

Except for the statutory charges referred to in item 1.1, none to the Vendor's knowledge.

1.3 **Terms Contract**

This section 1.3 only applies if this section 32 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 section 32 statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

☒ Not applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 530.2
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	☒ Not applicable

2. INSURANCE

2.1 **Damage and Destruction**

This section 2.1 only applies if this section 32 statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

☒ Not applicable.

2.2 **Owner-Builder**

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

☒ Not applicable.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE

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

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

☒ Is in the attached copies of title document/s.

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

To the knowledge of the Vendor there has been no failure to comply with the terms of any easement, covenant, or similar restrictions on the land.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

☒ Attached is a certificate with the required specified information.

4. NOTICES

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

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

☒ Are as follows:

Other than as may be set out in the attached certificate(s) and/or statement(s), and/or correspondence, none to 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:

Not applicable.

4.3 **Compulsory Acquisition**

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

Not applicable.

5. BUILDING PERMITS

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

☒ Are contained in the attached certificates.

6. OWNERS CORPORATION

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

☒ Not applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

☒ 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 (bottled) ☒ Water supply (tanks) ☒ Sewerage (onsite effluent disposal system) ☒ Telephone services

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) **Registered Title**

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

☒ Not applicable.

10.2 **Staged Subdivision**

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

☒ Not applicable.

10.3 **Further Plan of Subdivision**

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

☒ Not applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

☒ Not applicable.

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is attached to this section 32 statement as a matter of convenience.)

13. ATTACHMENTS

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

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

(Attached is a Law Institute of Victoria published "Additional Section 32 Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

13.1 Register Search Statement (Title) Volume 10737 Folio 973

13.2 Copy of Plan PS505391S

13.3 DELWP: Planning Certificate

13.4 DELWP: Planning Property Report

13.5 Surf Coast Shire: Building Approval 51 (1) & (2)

13.6 Regulation 51(1) & (2) Certificates

13.7 Certificate of Pool Barrier Compliance dated 18 May 2024

13.8 VicRoads: Roads Property Certificate

13.9 Surf Coast Shire: Land Information Certificate

13.10 Barwon Water: Water Information Statement

13.11 State Revenue Office: Land Tax Certificate

13.12 Lotsearch: EPA Priority Sites Register

13.13 Due Diligence

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

VOLUME 10737 FOLIO 973

Security no : 1241273345561Q
Produced 21/08/2025 11:08 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 505391S.
PARENT TITLES :
Volume 10645 Folio 105   Volume 10726 Folio 744
Created by instrument PS505391S 14/07/2003

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
THOMAS JOHN HAWKINS of 204 ANDERSONS ROAD BARRABOOL VIC 3221
AM952431K 19/07/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY109350L 18/06/2024
COMMONWEALTH BANK OF AUSTRALIA

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 PS505391S 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: "STRATHLACHLAN" 204 ANDERSONS ROAD BARRABOOL VIC 3221

ADMINISTRATIVE NOTICES

NIL

eCT Control   15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 18/06/2024

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	**PS505391S**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**21/08/2025 11:16**

PLAN OF SUBDIVISION	STAGE No	LR EDITION 1	PLAN NUMBER PS505391S

LOCATION OF LAND

PARISH: BARRARBOOL

TOWNSHIP: -

SECTION: -

CROWN ALLOTMENT: 2 (PART)

CROWN PORTION: -

TITLE REFERENCES:

LAST PLAN REFERENCE/S: PS 504303X (LOT 2)

POSTAL ADDRESS: 204 ANDERSONS ROAD
(At time of subdivision) BARRABOOL 3221

AMG Co-ordinates (of approx centre of land in plan) E 255 140 N 5 769 380 **ZONE:** 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: SURFCOAST SHIRE REF: S2816

~~1. This plan is certified under Section 6 of the Subdivision Act 1988~~

2. This plan is certified under Section 11(7) of the Subdivision Act 1988
 Date of original certification under Section 6 30/8/02
3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988

OPEN SPACE

(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 ~~has~~/has not been made

~~(ii) The requirement has been satisfied~~

~~(iii) The requirement is to be satisfied in Stage~~ ....

Council Delegate
Council Seal
Date / /

Re-certified under Section 11(7) of the Subdivision Act 1988
Council Delegate
~~Council Seal~~
Date 20/12/02

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING This ~~is~~ / is not a staged subdivision
Planning permit No. 02/0235

DEPTH LIMITATION DOES NOT APPLY

THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES.

SURVEY THIS PLAN IS / ~~IS NOT~~ BASED ON SURVEY IN AP.117893
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s)
IN PROCLAIMED SURVEY AREA No

EASEMENT INFORMATION

Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance
A - Appurtenant Easement R - Encumbering Easement (Road)

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

LR
STATEMENT OF COMPLIANCE
EXEMPTION STATEMENT

RECEIVED ☑

DATE 22/4/03

LR
PLAN REGISTERED
TIME 9·10am
DATE 14/7/03

G V
Assistant Registrar of Titles

SHEET 1 OF 2 SHEETS

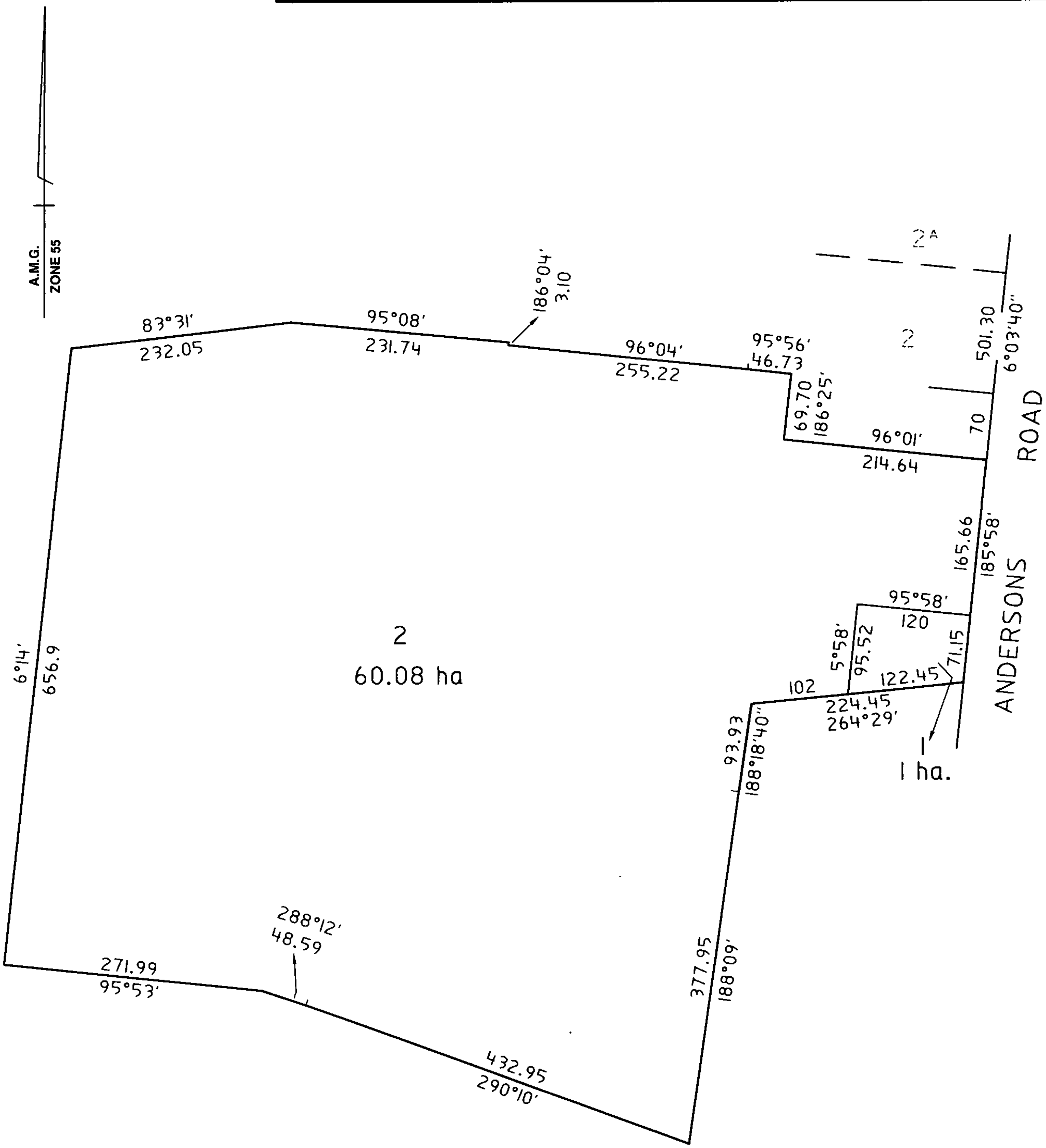
GRANT ST QUENTIN
SURVEYORS
76 LITTLE RYRIE STREET GEELONG 3220
PO BOX 919 GEELONG 3220
PH (03)52292011 FAX (03)52292909

LICENSED SURVEYOR (PRINT) WILLEM NAGEL
SIGNATURE .... DATE 10/12/02
REF 5731B/02 VERSION 03

....
DATE 20/12/02
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE No	PLAN NUMBER
	PS505391S



GRANT ST QUENTIN
. SURVEYORS .
76 LITTLE RYRIE STREET GEELONG 3220
PO BOX 919 GEELONG 3220
PH (03)52292011 FAX (03)52292909

40 0 40 80 120 160 200
LENGTHS ARE IN METRES

ORIGINAL	
SCALE	SHEET SIZE
1:4000	A3

LICENSED SURVEYOR(PRINT) WILLEM NAGEL
SIGNATURE .... DATE 10/12/02
REF 5731B/02 VERSION 03

SHEET 2 OF 2 SHEETS
DATE 20/12/02
COUNCIL DELEGATE SIGNATURE

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1169423

APPLICANT'S NAME & ADDRESS

JRT PARTNERSHIP C/- INFOTRACK C/- LANDATA

MELBOURNE

VENDOR

HAWKINS, THOMAS JOHN

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

412062

This certificate is issued for:

LOT 2 PLAN PS505391 ALSO KNOWN AS 204 ANDERSONS ROAD BARRABOOL
SURF COAST SHIRE

The land is covered by the:
SURF COAST PLANNING SCHEME

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

The land:

- is included in a	FARMING ZONE
- is within a	LAND SUBJECT TO INUNDATION OVERLAY
and a	SALINITY MANAGEMENT OVERLAY

A Proposed Amending Planning Scheme C147surf has been placed on public exhibition which shows this property :

- is included in a	FARMING ZONE - SCHEDULE 1 - C147surf

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

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

21 August 2025

Sonya Kilkenny
Minister for Planning

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

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

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

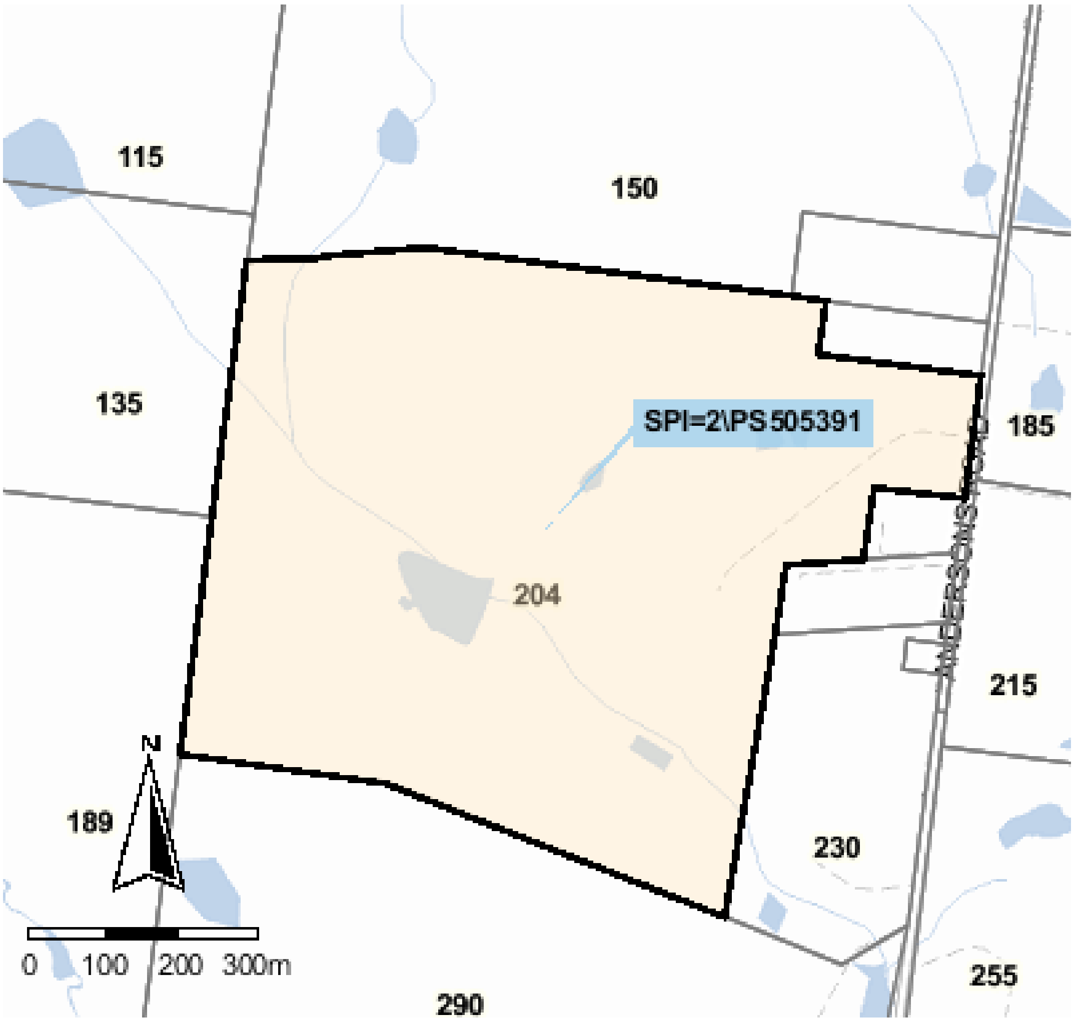
VICTORIA State Government

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 21 August 2025 11:00 AM

PROPERTY DETAILS

Address:	**204 ANDERSONS ROAD BARRABOOL 3221**	
Lot and Plan Number:	**Lot 2 PS505391**	
Standard Parcel Identifier (SPI):	**2\PS505391**	
Local Government Area (Council):	**SURF COAST**	www.surfcoast.vic.gov.au
Council Property Number:	**183248**	
Planning Scheme:	**Surf Coast**	Planning Scheme - Surf Coast
Directory Reference:	**Vicroads 93 E4**	

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:	**SOUTH BARWON**

OTHER

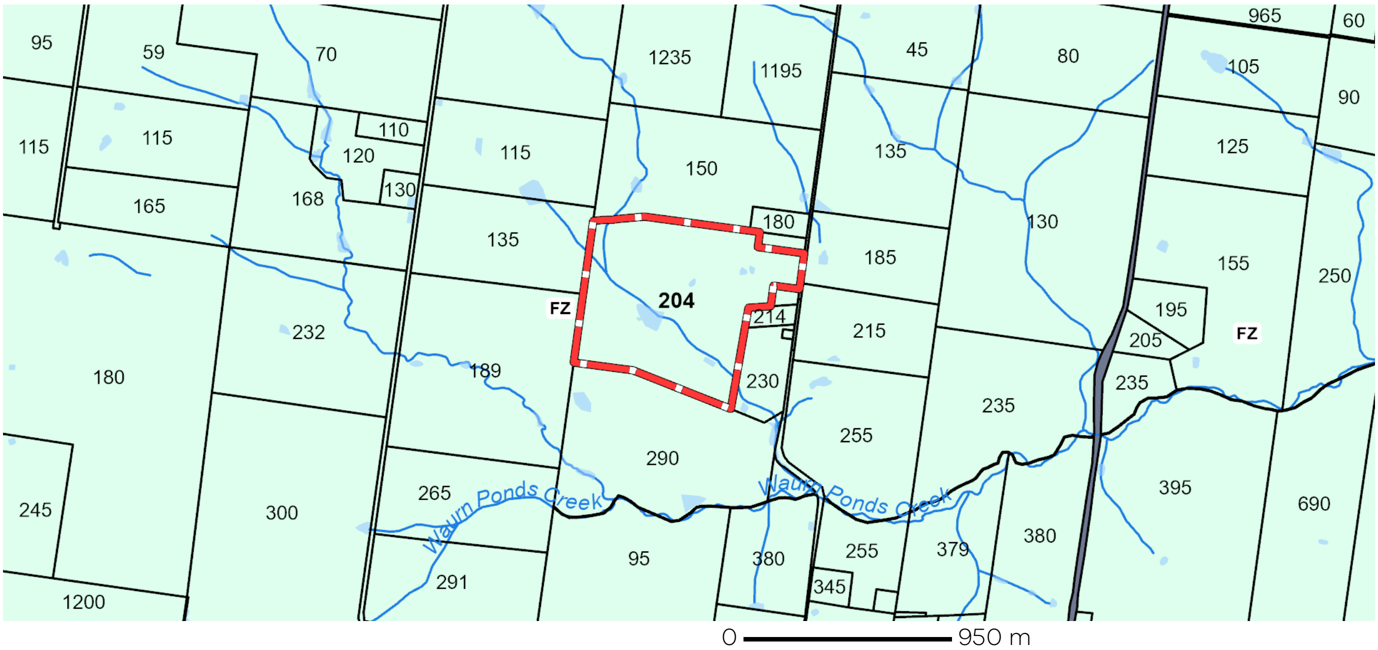
Registered Aboriginal Party:	**Wadawurrung Traditional Owners Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

FARMING ZONE (FZ)

SCHEDULE TO THE FARMING ZONE (FZ)



FZ - Farming

TRZ2 - Principal Road Network

Water area

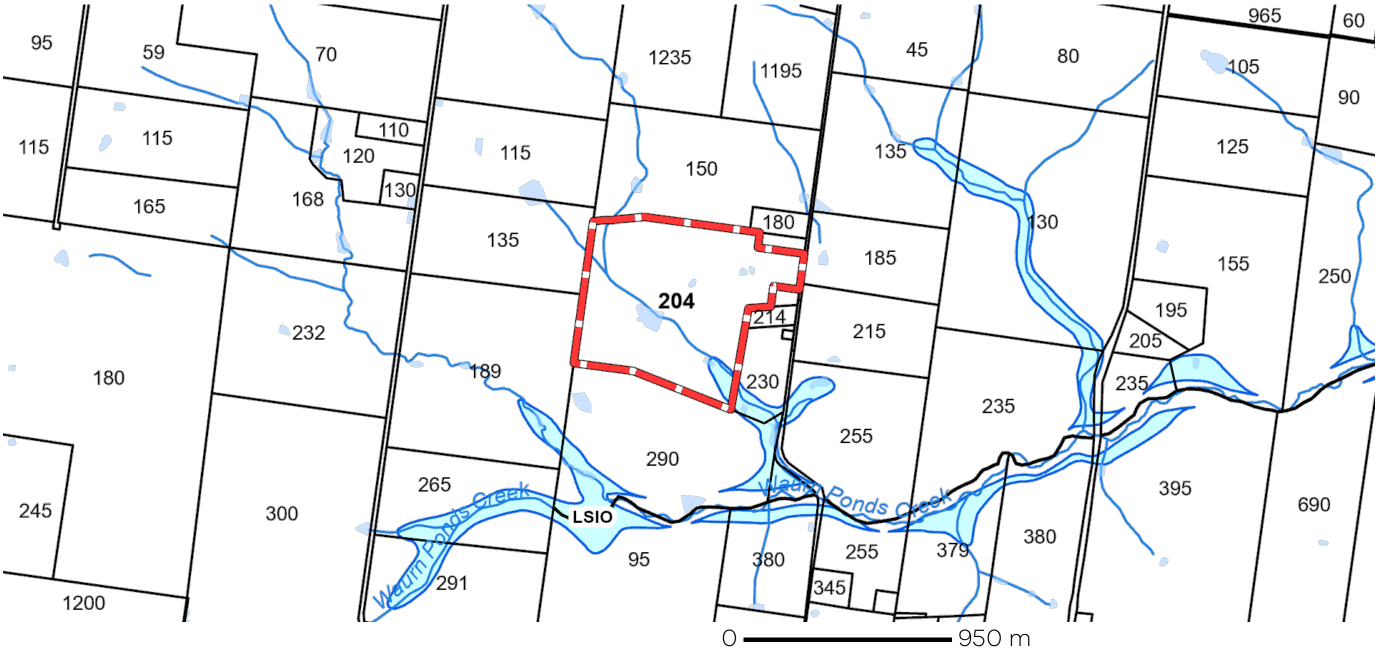
Water course

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

PLANNING PROPERTY REPORT

Planning Overlays

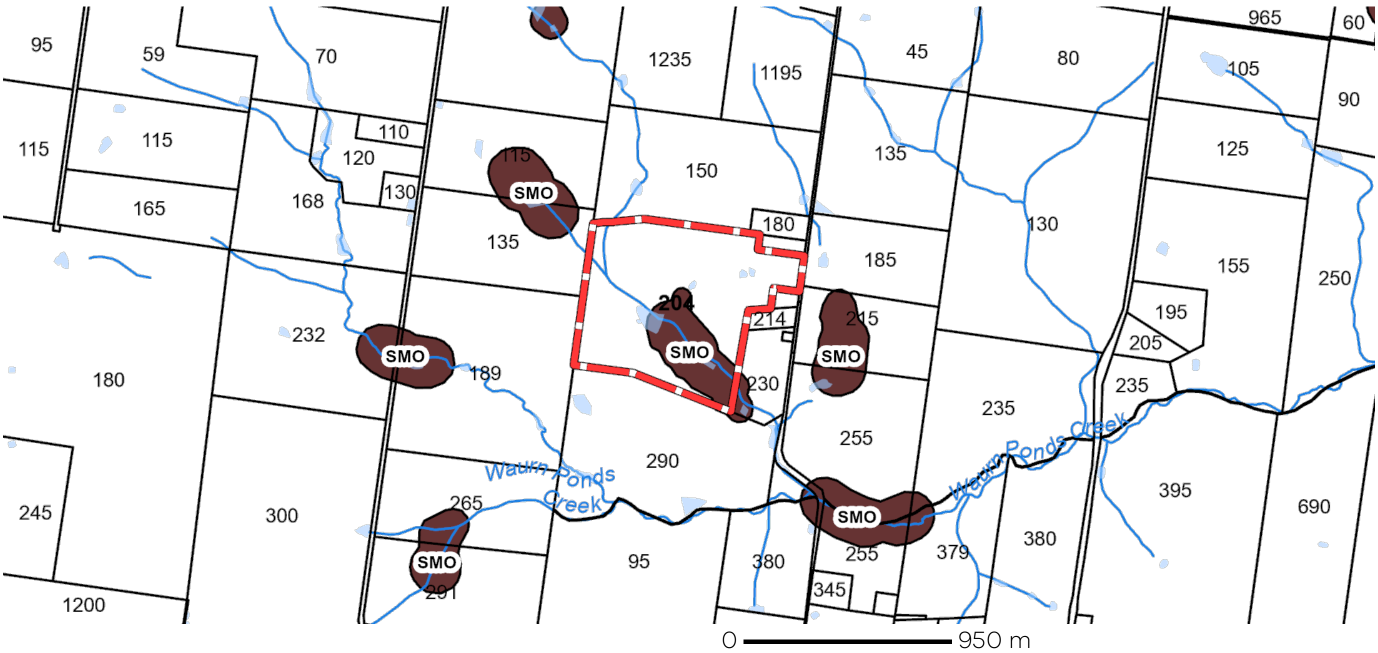
[LAND SUBJECT TO INUNDATION OVERLAY (LSIO)](#)
[LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)](#)



LSIO - Land Subject to Inundation Overlay **Water area** **Water course**

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

[SALINITY MANAGEMENT OVERLAY (SMO)](#)
[SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)](#)



SMO - Salinity Management Overlay **Water area** **Water course**

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

PLANNING PROPERTY REPORT

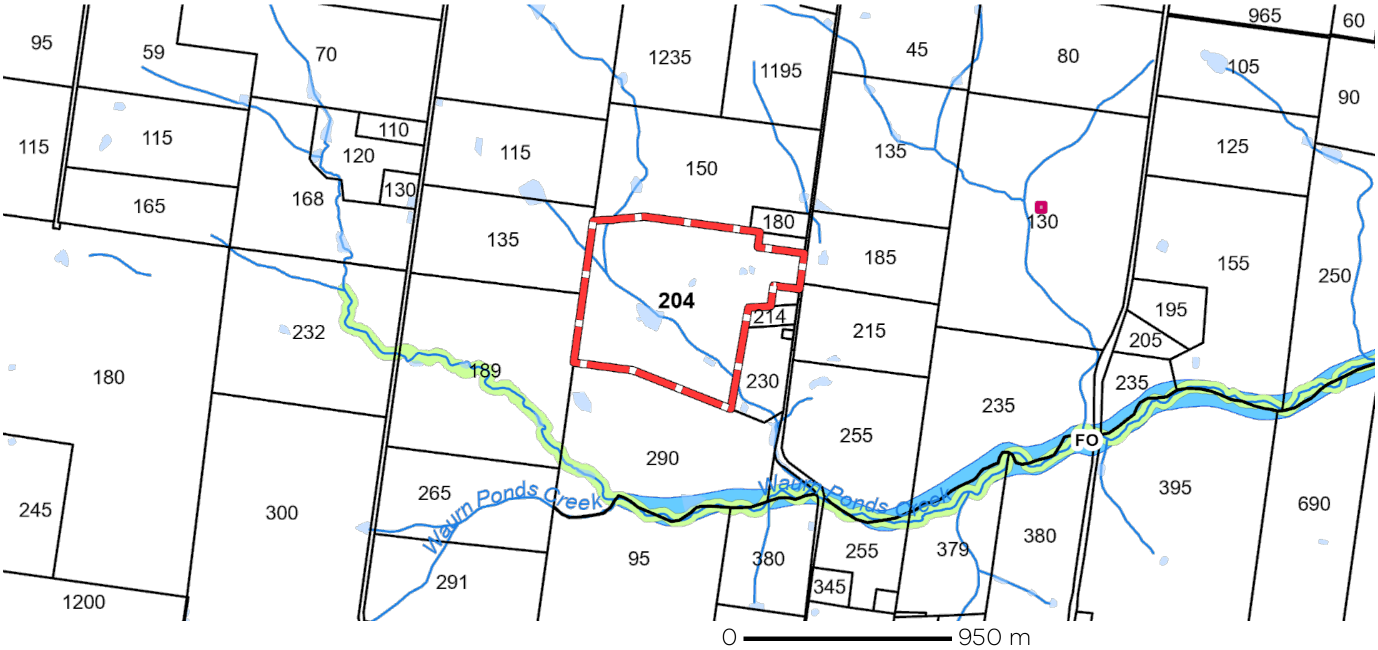
VICTORIA State Government | Department of Transport and Planning

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)
FLOODWAY OVERLAY (FO)
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 15 August 2025.

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

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

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

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

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

PLANNING PROPERTY REPORT

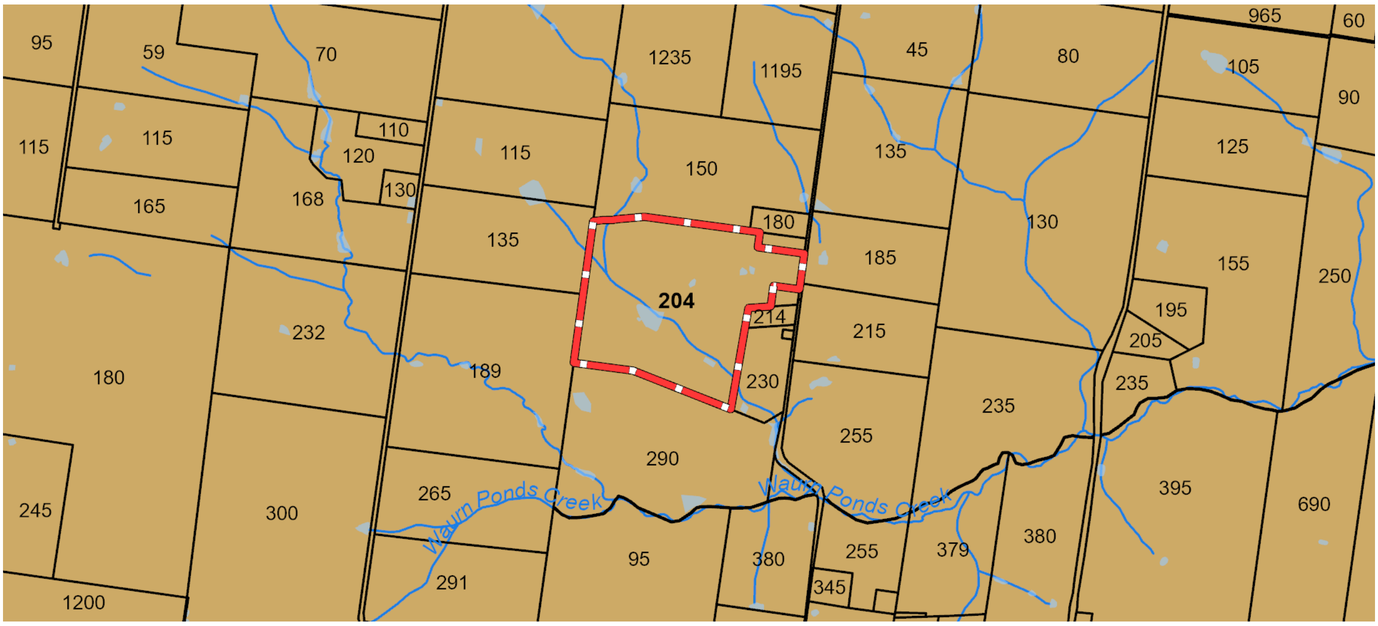
Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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



0 950 m

Designated Bushfire Prone Areas | Water area | Water course

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)

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).

PROPERTY REPORT

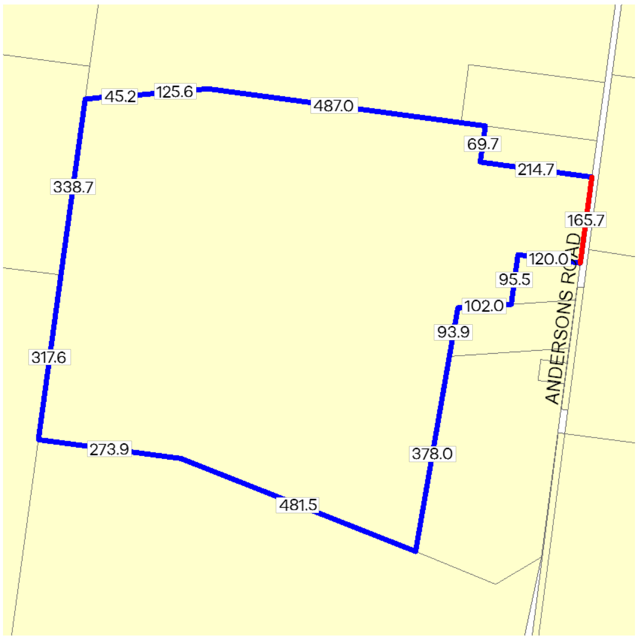
Created at 21 August 2025 11:00 AM

PROPERTY DETAILS

Address:	**204 ANDERSONS ROAD BARRABOOL 3221**
Lot and Plan Number:	**Lot 2 PS505391**
Standard Parcel Identifier (SPI):	**2\PS505391**
Local Government Area (Council):	**SURF COAST** www.surfcoast.vic.gov.au
Council Property Number:	**183248**
Directory Reference:	**Vicroads 93 E4**

SITE DIMENSIONS

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



Area: 602351 sq. m (60.24 ha)
Perimeter: 3420 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.

3 overlapping dimension labels are not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**WESTERN VICTORIA**
Legislative Assembly:	**SOUTH BARWON**

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

PROPERTY REPORT

Area Map

21 August 2025

Landata
Landata.online@servictoria.com.au

YOUR REF: 77840831-014-3

Dear Sir/Madam,

LOT 2 – 204 ANDERSONS ROAD, BARRABOOL

I refer to your recent request for information with regard to Regulation 51(1) of the Building Regulations 2018 and advise the following in respect of the land or building:

a) *Details of any permit or certificate of final inspection issued in the preceding 10 years:* ***YES***

BP18/20104 – Pool
Building Permit Issued 09/04/2018
Certificate of Final Inspection Issued 12/10/2018

b) *Details of any current determination made under Regulation 64(1) or exemption granted under Regulation 231(2):* ***NONE***

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

COUNCIL NOTES:

- *Effective from 1 December 2019 Victorian legislation requires the registration of private pools and spas with Council, mandatory safety inspections and certification.*

  More information can be found at: www.surfcoast.vic.gov.au/pools

Yours faithfully,
Building Services – Surf Coast Shire Council

21 August 2025

Landata
Landata.online@servictoria.com.au

Your Reference: 77840831-015-0

Dear Sir/Madam,

LOT 2 – 204 ANDERSONS ROAD, BARRABOOL

I refer to your recent request for information with regard to Regulation 51 (2) of the Building Regulations 2018 and advise whether the building or land is:

a) *in an area that is liable to flooding with the meaning of Regulation 5(2) –* ***NO***
b) *in an area that is designated under Regulation 150 as an area in which buildings are likely to be subject to attack by termites –* ***NO****; however,* ***treatment is recommended*** *by council;*
c) *in an area for which a bush fire attack level has been specified in a planning scheme –* ***NO***

Note: This property may be in a **Bushfire Management Overlay** where a bushfire attack level (BAL) has **not** been specified. **Please contact us on 52610600** or visit: https://mapshare.vic.gov.au/vicplan/

This property may also be land designated by the State Government (DELWP) as being in a **Bushfire Prone Area** pursuant to the Building Regulations 2018.

d) *in an area designated under Regulation 152 as likely to be subject to significant snowfalls –* ***NO***
e) *designated land –* ***NO***
f) *designated works –* ***NO***

COUNCIL NOTES:

1. A “person in charge” of a building site must adhere to the requirements under Community Amenity Local Law 2021, Part 3.8 & 3.9 – **Managing Building Sites**. Penalties may apply for non- compliance.

2. Before any building or demolition works are undertaken, or site access for such work, an **Asset Protection Permit** must be obtained under Community Amenity Local Law, Part 3.7 – Asset Protection. If a permit is not obtained and upon inspection by Council, damage to Council infrastructure is identified, the builder will be deemed responsible for the costs of rectification. Penalties may apply for non- compliance.

3. A **Works Within a Road Reserve Permit** is required for any works undertaken within the road reserve. This includes but is not limited to, construction of any new urban or rural driveway crossing, service connections and tree removal. See our website: www.surfcoast.vic.gov.au for forms and fees.

Yours faithfully

Building Services – Surf Coast Shire Council

Certificate of Barrier Compliance

204 Andersons Road Barrabool 3221 Victoria Australia

Pete's Pool Inspections
86662399608
2 Breaker Court, Ocean Grove, Victoria, 3226
admin@petespoolinspections.com.au
petespoolinspections.com.au
0401356787

Form 23 - Certificate of Barrier Compliance TH

18 May 2024

FORM 23 ___ **Building Act 1993** ___ Building Regulations 2018 ___ Regulations 147Y(4), 147ZB(2)

Issued To:

1. Name of owner of the land (the property) on which the swimming pool or spa is located:	Thomas Hawkins
2. Postal address:	204 Andersons Road, Barrabool Victoria, 3221 Australia
3. Phone number:	0408164108
4. Email address:	hawkins.tj@outlook.com

Property details:

Pool Location Address	204 Andersons Road Barrabool 3221 Victoria Australia
Municipal District or Council	Surf Coast Shire
Type of swimming pool or spa:	Permanent swimming pool
5. Date of construction of the swimming pool or spa:	9/4/2018
6. Applicable barrier standard:	AS 1926.1-2012
7. The applicable barrier standard applies under the relevant:	Deemed to satisfy provisions of the BCA
8. Date of inspection of the swimming pool or spa barrier:	18 May 2024

Certification of Compliance

Following inspection of the swimming pool barrier/spa barrier on the date/s referred to in item 8 of this certificate, I certify that the barrier complies with the applicable barrier standard.

Signature of swimming pool and spa inspector	
Date	18 May 2024
9. Building Work on the Barrier.	I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barriers compliance with the applicable barrier standard.

Inspector Details:

10. Name of Pool Inspector	Peter Davidson
11. ABN:	86662399608
12. Address	2 Breaker Court, Ocean Grove, Victoria, 3226
13. Email	admin@petespoolinspections.com.au
14. Building Practitioner No:	IN-PS 70680

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

JRT Partnership C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 412062

NO PROPOSALS. As at the 21th August 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit "STRATHLACHLAN" 204 ANDERSONS ROAD, BARRABOOL 3221
SURF COAST SHIRE

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

Date of issue: 21th August 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77840831 - 77840831111244 '412062'

Surf Coast Shire

LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

Assessment Number: 183248
Certificate Number: 38704
Issue Date: 22/08/2025

Property Location: 204 Andersons Road BARRABOOL 3221

Legal Description: LOT: 2 PS: 505391S

Capital Improved Value: $3,580,000
Site Value: $2,400,000
Net Annual Value: $179,000

The level of values date is 1 January 2025 and became operative for rating purposes on 1 July 2025.

RATES CHARGES AND OTHER MONIES:

Rates, Charges & Levies (for period 1 July 2025 to 30 June 2026)	
Rates General	$5,323.10
Municipal Charge	$238.00
Garbage Rural	$489.00
Primary Production ESVF Fixed Charge	$275.00
Primary Production ESVF Variable Charge	$1,027.46
Arrears to 30/06/2025:	$1,611.81
Interest to 17/07/2025:	$7.44
Adjustments:	$0.00
Less Pensioner Rebates/Remissions:	$0.00
Payments/Adjustments Made:	-$3,457.81
Balance of rates and charges owed:	**$5,514.00**

Additional Monies Owed:	
Debtor Balance Owing	$0.00
Special Rates and Charges:	
nil nil	
Total rates and charges/additional monies owed:	**$5,514.00***

In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land, which is due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

***Please call (03) 5261 0600 to confirm the outstanding balance prior to making any payments to avoid under/over payments.**

Rate instalments are due 30 September 2025, 30 November 2025, 28 February 2026 and 31 May 2026.

MISCELLANEOUS INFORMATION

Emergency Services and Volunteers Fund (ESVF)
From 1 July 2025, the Emergency Services and Volunteers Fund (ESVF) replaced the Fire Services Property Levy (FSPL). It is an annual levy collected by councils via rates notices. All funds collected go to the Victorian State Government to support emergency services. For more information refer to www.dtf.vic.gov.au/emergency-services-and-volunteers-fund.

IMPORTANT INFORMATION

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 or under a Local Law of the Council and specified flood level by the Council (if any).
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.

A verbal update of information included in this Certificate will be provided for up to two (2) months after date of issue but Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.
For settlement purposes after two (2) months a new Certificate must be applied for.
Please note the payments are subject to clearance of any cheque.

Telephone & Internet Payment Option – BPAY®

Biller Code: 34199
Reference Number: 1832487

Make this payment via internet or phone banking from your cheque or savings account. Quote the ***Biller Code*** and ***Reference Number*** indicated above.

COORDINATOR REVENUE

Your Reference: 77840831-013-6

Landata
PO Box 500
EAST MELBOURNE VIC 8002

BARWON REGION WATER CORPORATION

☎ ENQUIRIES 1300 656007

Information Statement Part A

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

INSTALLATION NUMBER.	*15828197*	***APPLICATION NUMBER:***	*501947*	***DATE:***	*21/08/2025*
PROPERTY ADDRESS:	*204 ANDERSONS RD, BARRABOOL, VIC 3221*				
YOUR REFERENCE:	*412062*				
OWNER:	*J N Devrome & J A Amory*				
COMMENTS:	***Comments***				

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

		Value	GST	Price
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

THERE ARE NO METERS AFFIXED TO THIS PROPERTY.

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 20/10/2025. Barwon Water will not be held responsible for***
******* ***information provided verbally. For settlement purposes another certificate should be obtained after***
******* ***20/10/2025 and a fee will be payable.***

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

Manager Customer Centre

JRT Partnership C/- InfoTrack C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street Docklands

Biller Code: 585224
Ref Code: 6900 0001 0000 1147 1

Information Statement Part B

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

21-08-2025

JRT Partnership C/- InfoTrack C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 204 ANDERSONS ROAD BARRABOOL 3221

I refer to your application received at this office on 21/08/2025. 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: EC501947
Your Ref: 412062
Agent Ref: 77840831-022-8

Yours faithfully.

Manager Customer Centre

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / JRT PARTNERSHIP

Your Reference:	25552
Certificate No:	92850388
Issue Date:	21 AUG 2025
Enquiries:	ESYSPROD

Land Address: "STRATHLACHLAN" 204 ANDERSONS ROAD BARRABOOL VIC 3221

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40895065	2	505391	10737	973	$0.00

Vendor: THOMAS HAWKINS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR THOMAS JOHN HAWKINS	2025	$2,400,000	$0.00	$0.00	$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$3,260,000
SITE VALUE (SV):	$2,400,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 92850388

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 = $21,750.00

Taxable Value = $2,400,000

Calculated as $11,850 plus ($2,400,000 - $1,800,000) multiplied by 1.650 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $32,600.00

Taxable Value = $3,260,000

Calculated as $3,260,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 92850388

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: 92850388

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

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

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / JRT PARTNERSHIP

Your Reference:	25552
Certificate No:	92850388
Issue Date:	21 AUG 2025
Enquires:	ESYSPROD

Land Address: "STRATHLACHLAN" 204 ANDERSONS ROAD BARRABOOL VIC 3221

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40895065	2	505391	10737	973	$0.00

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

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

CAPITAL IMPROVED VALUE:	$3,260,000
SITE VALUE:	$2,400,000
CURRENT CIPT CHARGE:	**$0.00**

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92850388

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / JRT PARTNERSHIP

Your Reference:	25552
Certificate No:	92850388
Issue Date:	21 AUG 2025

Land Address: "STRATHLACHLAN" 204 ANDERSONS ROAD BARRABOOL VIC 3221

Lot	Plan	Volume	Folio
2	505391	10737	973

Vendor: THOMAS HAWKINS

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 92850388

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 92850387

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: 92850387

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

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

LOTSEARCH REFERENCE
LS094219 PS

REPORT DATE
21 Aug 2025 15:48:51

CLIENT ID
170924080

ADDRESS
Strathlachlan, 204 Andersons Road, Barrabool VIC 3221

COUNCIL
Surf Coast Shire

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOT/PLAN
Lot 2, PS505391

EPA Priority Sites Register Plus+

Disclaimer:
The purpose of this report is to provide a summary of some of the publicly available environmental risk information, based on the site boundary shown on the maps within this report. The report does not constitute an exhaustive set of all repositories or sources of information available.
You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.
You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.
The report is not a substitute for an on-site inspection or review of other available reports and records.
The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features.
You should obtain independent advice before you make any decision based on the information within the report.
A link to the detailed terms applicable to the use of this report is available at the end of this report.

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS094219 PS

REPORT DATE
21 Aug 2025 15:48:51

EPA Priority Sites Register Plus+

ADDRESS
Strathlachlan, 204 Andersons Road, Barrabool VIC 3221

- This report contains the Priority Sites Register and additional publicly available records currently held by the Environmental Protection Authority (EPA).
- Land contamination can contain substances that harm human health and the environment and these may migrate across property boundaries.
- Records identified are categorised below, with search results and a site map provided on the following pages.

1. Contaminated Land Registers

No Records Identified

The sites listed on contaminated land registers are those that pose the greatest risk, and are managed or regulated.

2. Regulated Activities

No Records Identified

Regulated activities include environmental licences, permits, registrations, or authorisations, issued to owners or operators that undertake activities which have a potential risk to human health or the environment. Conditions on these licences can relate to pollution prevention, control, and monitoring.

3. Contamination Investigations

No Records Identified

Contamination investigations include environmental audits, preliminary risk screen assessments, and investigations into suspected PFAS contamination.

4. Other Contamination Issues

No Records Identified

Other contamination issues include the location of landfills and records that indicate restrictions on the use of groundwater.

HOW THIS REPORT HELPS

- **Be informed of potential contamination issues - this search simplifies access to government information sources**
- **Contamination risk is an important consideration in land-use planning, development matters and property valuations and transactions**
- **Delays and clean-up costs from land contamination can be high - be prepared with early information that supports your due diligence**
- **Be aware of potential problems from neighbouring properties - contamination ignores property boundaries**

WHAT NEXT?

This information in this report is only part of the picture. Other records are held by government agencies, councils and Lotsearch.

- **Visit our website or contact our support team to access more Lotsearch products & additional government searches**
- **Contact an environmental consultant for additional advisory services. Consultants are listed by industry bodies ALGA , ACLCA & EIANZ.**

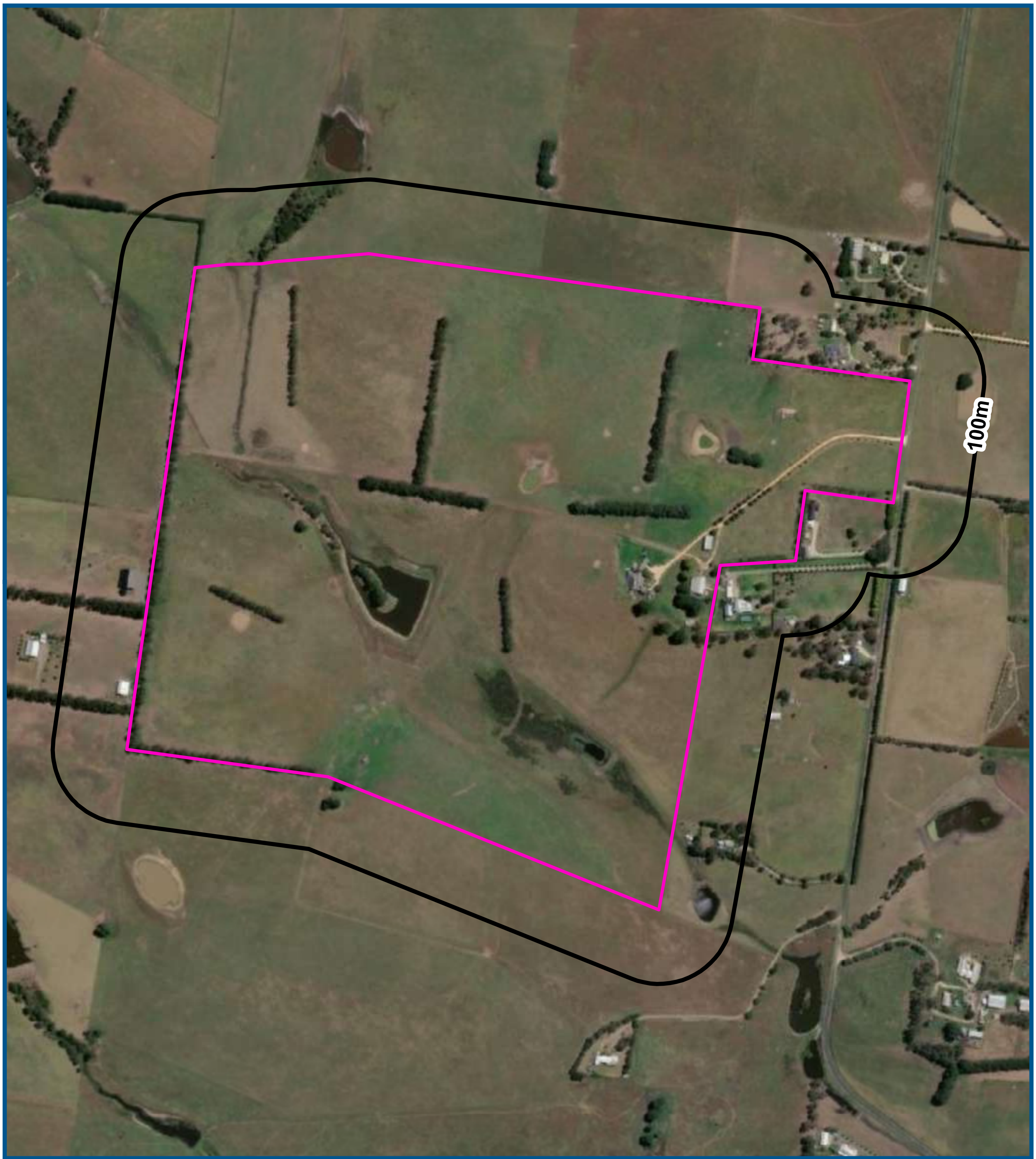
support@lotsearch.com.au
+61 (02) 8287 0680
lotsearch.com.au

Site Map

Strathlachlan, 204 Andersons Road, Barrabool VIC 3221

LOTSEARCH REFERENCE
LS094219 PS

REPORT DATE
21 Aug 2025



LEGEND

Site Boundary

Search Area

Search Results

Data Source Aerial Imagery:
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS UserCommunity

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LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS094219 PS

REPORT DATE
21 Aug 2025 15:48:51

Search Results

ADDRESS
Strathlachlan, 204 Andersons Road, Barrabool VIC 3221

The following table contains records that were identified specifically for your property, or areas or features covering your property:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records for your property were identified							

The following table contains records that were identified in the surrounding search area:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							

The following table contains records that could not be located to a specific property, feature or area. These records have been mapped to a road corridor or suburb within this report's search area, but may relate to a more specific property including the property in this report:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							

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REPORT DATE
21 Aug 2025 15:48:51

ADDRESS
Strathlachlan, 204 Andersons Road, Barrabool VIC 3221

Data Sources

The results in this report are based upon the following datasets only:

Dataset Name	Data Source	Lotsearch Update Date
Current EPA Priority Sites	Environment Protection Authority Victoria	13/08/2025
EPA Site Management Orders	Environment Protection Authority Victoria	19/08/2025
EPA Register of Permissions	Environment Protection Authority Victoria	07/05/2025
EPA Preliminary Risk Screening Assessments	Environment Protection Authority Victoria	19/08/2025
EPA Environmental Audit Reports	Environment Protection Authority Victoria	19/08/2025
EPA PFAS Site Investigations	Environment Protection Authority Victoria	04/08/2025
EPA Groundwater Zones with Restricted Uses	Environment Protection Authority Victoria	24/07/2025
EPA Victorian Landfill Register	Environment Protection Authority Victoria	20/05/2025

Useful Contacts

Lotsearch Pty Ltd
www.lotsearch.com.au
support@lotsearch.com.au
(02) 8287 0680

Environment Protection Authority Victoria
www.epa.vic.gov.au
contact@epa.vic.gov.au
1300 372 842

Surf Coast Shire
http://www.surfcoast.vic.gov.au
info@surfcoast.vic.gov.au
(03) 5261 0600

Click for USE OF REPORT - APPLICABLE TERMS

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 **consumer.vic.gov.au/duediligencechecklist**.

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

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

Growth areas
Are you moving to a growth area?
You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk
Does this property experience flooding or bushfire?
Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties
Moving to the country?
If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?
You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

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

Land boundaries
Do you know the exact boundary of the property?
You should compare the measurements shown

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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