

CONTRACT OF SALE OF REAL ESTATE

WARNINGS & NOTICES

NOTICE TO PURCHASERS - 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.

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

you bought the property at a publicly advertised auction or on the day on which the auction was held; or

you bought the land within 3 clear business days before a publicly advertised auction was to be held; or

you bought the land within 3 clear business days after a publicly advertised auction was held; or

the property is used primarily for industrial or commercial purposes; or

the property is more than 20 hectares in size and is used primarily for farming; or

you and the Vendor have previously signed a contract for the sale of the same land in substantially the same terms; or

you are an estate agent or a corporate body.

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.

WARNING TO ESTATE AGENTS

DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES OR TERMS SALE PROPERTIES

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

Name

.....

Signature

Date / /

.....

Name

.....

Signature

Date / /

.....

State nature of authority, if applicable:

This offer will lapse unless accepted within 5 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:

Name Pamela Gwenyth Sprague

Signature

Date / /

.....

Name

Signature

Date / /

.....

State nature of authority, if applicable:

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

PARTIES TO THE CONTRACT

Vendor's Estate Agent

Name HF Richardson Livestock & Property Pty Ltd
Address 5 Retreat Road, Newtown, VIC 3220
Email info@hfrichardson.com.au / matt@hfrichardson.com.au
Telephone (03) 5229 8017 Mobile 0400 902 146 Ref Matt Poustie

Vendor

Name Pamela Gwenyth Sprague
Address 495 Charlemont Road, Connewarre, VIC 3227

Vendor's Legal Representative

Name Taylor Legal
Address PO Box 183, Torquay VIC 3228
Email hello@taylorlegal.au / katherine@taylorlegal.au
Telephone (03) 5292 3637 Mobile 0493 759 569 Ref KT:25325

Purchaser

Name _____
Address _____

Purchaser's Legal Representative

Name _____
Address _____
Email _____
Telephone _____ Mobile _____ Ref _____

PARTICULARS OF SALE

Property and Land (general conditions 7 and 13)

The land is described below

Property Address	495 Charlemont Road, Connewarre, Victoria 3227		
Certificate of Title Reference	Volume:	10686	Folio: 148
		10686	149
		10686	150
		10686	151
Lot and Plan:			
Crown Allotment A Section 18 Parish of Connewarre and Crown Allotment B Section 18 Parish of Connewarre in TP817752H			
Crown Allotment F Section 18 Parish of Connewarre and Crown Allotment E Section 18 Parish of Connewarre in TP817757W			

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

The land includes all improvements and fixtures.

Goods Sold with the Land (general condition 6.3(f)) (list or attach schedule)

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

Payment

Price	\$	exclusive of GST
Deposit	\$	payable upon signing OR by _____ of which \$ _____ has been paid
Balance	\$	

The deposit is to be paid in part or full via a deposit bond and/or bank guarantee if any of the below boxes are checked:

- ☐ Deposit Bond (general condition 15 applies)
- ☐ Bank Guarantee (general condition 16 applies)

Settlement (general conditions 17 & 26.2)

is due on

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

- (a) the above date; and
- (b) the 14th day after the Vendor gives notice in writing to the Purchaser of registration of the plan of subdivision.

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

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:

- ☒ a lease for a term ending on 31 January 2027 with one (1) option to renew, each of two (2) years
- ☐ a residential tenancy for a fixed term ending on _____
- ☐ a periodic tenancy determinable by notice

LOAN (general condition 20)

This contract is subject to a loan being approved and the following details apply:

Lender	(or another lender chosen by the Purchaser)
Loan amount	no more than \$
	Approval date

BUILDING AND PEST REPORT (general conditions 21 and 22)

This contract is conditional upon a building and/or pest report if any of the below boxes are checked:

- ☐ Building Report (7 days from date of sale)
- ☐ Pest Report (7 days from date of sale)

SPECIAL CONDITIONS

1 DEFINITIONS AND INTERPRETATION

In the interpretation of this Contract except where the context otherwise requires:

Authority	means any government, municipal, statutory, public or other authority or body at any time having jurisdiction over the Property or any part of the Property or any matter or thing in relation to the Property, or the use or occupancy of the Property.
Claim	means any claim, action, proceeding, judgment, damage, loss, cost, expense or liability however incurred or suffered or brought or made or recovered against any person however arising.
Contaminant	means a solid, liquid, gas, odour or substance or property of any substance which makes or may make the Land unsafe, unfit or harmful for habitation or occupation by any person or cause damage to the Land or which is or may be harmful to the Environment or which is such that it does not satisfy the contamination criteria or standards published or adopted by the relevant Environmental Authority or any Federal, State or local statute, law, ordinance, rule or regulation, regulating or imposing a liability or standards of conduct concerning any such substance or material.
Contract	means and includes this Contract and all schedules, appendices, exhibits, annexures and variations as agreed to by the parties.
Day of Sale	means the date by which both parties have signed this Contract.
Development Restrictions	means a set of limitations and guidelines governing the use and development of the Land set by local, state and federal Authority, encompassing aspects such as Design Guidelines, Agreements pursuant to Section 173 of the <i>Planning and Environment Act 1987</i> , zoning classifications and Regulations or Planning Schemes, as well as Covenants and any additional constraints that may impede or regulate the Land's development.
Insolvency Event	means in relation to a person, any of the following: (a) the person, being an individual, commits an act of bankruptcy; (b) the person becomes insolvent; (c) the person assigns any of its property for the benefit of creditors or any class of them; (d) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the person or the person enters into a scheme of arrangement with its creditors or is wound up; (e) the holder of a Security Interest takes any step towards taking possession of or takes possession of any assets of the person or exercises any power of sale; (f) a judgment or order is made against the person in an amount exceeding \$10,000 (or the equivalent in any other currency) and that judgment or order is not satisfied, quashed or stayed within 20 Business Days after being made; (g) any step is taken to do anything listed in the above paragraphs; and (h) any event that is analogous or has a substantially similar effect to any of the events specified in this definition in any jurisdiction.
Land	means the Land described in the Particulars of Sale contained in this Contract and the certificates contained in the Vendor statement.
Party	(the plural being Parties) means a party to this Contract.
Purchaser	means the Purchaser or nominated Purchaser and includes, in the case of a corporation, its successors and permitted assignors and, in the case of a natural person, his heirs, executors and permitted assignors.
Purchaser's Rights	means: (a) making requisitions; (b) claiming compensation; (c) rescinding or purporting to rescind; (d) calling on the Vendor to amend title or to bear any cost of doing so;

- (e) delaying settlement;
 - (f) avoiding any of its obligations; and
 - (g) making any other Claim,
- under this Contract.

Property	means the property sold by this Contract, including any building or buildings erected upon the Land and is described in the Particulars of Sale of this Contract and the certificates in the Vendor Statement.
Settlement	(interchangeable with Settlement Date) means the date listed in the Particulars of Sale and is the fixed date for payment of the balance of the Price and the transfer of title, unless otherwise agreed to by the parties.
Vendor	means the Vendor and includes, in the case of a corporation, its successors and assignors, and in the case of a natural person, his heirs executors administrators and assignors.

2 WHOLE AGREEMENT

- 2.1 This Contract embodies the entire understanding, negotiation and agreement between the Purchaser and Vendor. All previous negotiations, understandings, representations, warranties, conditions, commitments, terms or assurances in relation to, or in any way affecting the property or this Contract, including any Real Estate Advertisement or Marketing Material contents are merged in and are superseded by this Contract.
- 2.2 The Purchaser shall not be entitled to rely on any verbal negotiations, understandings, representations, warranties, conditions, commitments, terms or assurances alleged to be made by the Vendor or by the Vendor's agent or representative which are not expressly set out and contained in this Contract.

3 AMENDMENTS TO GENERAL CONDITIONS

The Purchaser and Vendor agree that if there is any inconsistency between the provisions in the General Conditions and the Special Conditions then, to the extent of any inconsistency, the provisions of the Special Conditions shall prevail, except in the case of an error.

Without limiting the provisions of any other Special Condition in this Contract, the General Conditions are amended as follows:

3.1 Vendor Warranties

The following General Condition 6.8 is inserted:

"The Purchaser will not delay settlement, seek compensation, seek to terminate the Contract, or Claim against the Vendor for breach of any warranties set out in section 137C of the *Building Act 1993* and General Condition 6.6 of this Contract if the breach was known or ought to have been reasonably known to the Purchaser at the time of signing this Contract."

3.2 GST

(a) General Condition 19.6 is revoked and replaced with:

"If the particulars of the sale specify that the supply made under the Contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to the Contract. If the Vendor is or becomes entitled to apply the margin scheme and the margin scheme has not been included in the particulars of the sale, the Purchaser agrees to the application of the margin scheme to the Contract."

(b) General Condition 19.7 is amended with the addition of:

"(c) Price has its ordinary meaning and means the amount specified in the Particulars of Sale as the GST exclusive Purchase Price; and

(d) Except where the contrary intention appears, expressions used in this General Condition and in the GST Act have the same meaning."

(c) General Condition 19.8 is inserted:

"If, after the Day of Sale and prior to the Settlement Date, the Vendor is not required to be registered for GST or the Property does not become a taxable supply requiring the payment of GST then the Purchase Price listed in the Particulars of Sale will be the GST exclusive amount payable under the Contract."

3.3 Guarantee and Indemnity

General Condition 3 is revoked and replaced with:

- “3.1 If the purchaser is a company other than a public company, the purchaser must procure the execution of the form of guarantee and indemnity contained in this Contract by:
- (a) each of its directors; or
 - (b) a listed company of which the purchaser is a subsidiary,
- at the purchaser's expense and deliver it to the vendor together with the executed Contract.
- 3.2 If the purchaser nominates a substitute or additional purchaser which is a company other than a public company, the purchaser must procure the execution of the form of guarantee and indemnity contained in this Contract by:
- (a) each of the substitute or additional purchaser's directors; or
 - (b) a listed company of which the substitute or additional purchaser is a subsidiary,
- at the purchaser's expense and deliver it to the vendor together with the documents referred to in general condition 4.”

3.4 Building and Pest Inspection

Any reference to “14 days” in General Conditions 21 and 22 is replaced with the words “7 days”.

3.5 Inspection

General Condition 29 is replaced with the following:

“The Purchaser and/or another person authorised by the Purchaser is entitled to one (1) pre-settlement inspection at any reasonable time consented to by the Vendor within the 7 days preceding Settlement day. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the Vendor or the Lessee and indemnifies the Vendor for any loss or damage suffered by the Vendor as a consequence of the Purchaser exercising its rights under this General Condition, including any loss or damage claimed by the Lessee from the Vendor.”

3.6 Default – Vendor Foreseeable Loss

General Condition 35 is amended with the addition of condition 35.6:

“The purchaser acknowledges that without limitation the following items are included within the definition of ‘a reasonably foreseeable loss’:

- (a) all costs associated with bridging finance to complete the vendor's purchase of another property;
- (b) expenses payable by the vendor under any existing loans secured over the property or other property of the vendor;
- (c) accommodation expenses incurred by the vendor;
- (d) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach;
- (e) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property, and
- (f) if the default results in settlement being delayed until after 31 December in any calendar year, any additional land tax incurred by the vendor as a result of the land being included in the vendor's land tax assessment for the next calendar year.”

3.7 Default Not Remedied - Deposit

- (a) If the deposit amount listed in the Particulars of Sale is greater than 10% of the Purchase Price then the Parties irrevocably agree General Condition 35.4(a) is replaced with the following:

“The deposit amount paid under this Contract (the amount of which the Purchaser considers reasonable for this transaction) is forfeited to the Vendor as the Vendor's absolute property, whether the deposit has been paid or not; and”

- (b) If the deposit amount listed in the Particulars of Sale is less than or equal to 10% of the Purchase Price then the Parties irrevocably agree General Condition 35.4(a) is amended and replaced with: “an amount equal to 10% of the price is forfeited to the vendor as the vendor's absolute property; and”

3.8 General Conditions Deleted

The following General Conditions do not apply to this Contract: 23.2(b), 31.4 to 31.6 inclusive.

4 DEPOSIT

If the Purchaser does not pay the Deposit by the date specified in the particulars of sale in this Contract, the Purchaser is in default under this Contract and General Conditions 32 to 35 inclusive will apply.

5 PURCHASER ACKNOWLEDGEMENTS

The Purchaser agrees not seek to enforce Purchaser's Rights arising out of any of the matters covered by this Special Condition 5.

5.1 Own Inspections

The Purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any disclosures, representations or warranties made by the Vendor or any other person on the Vendor's behalf, including any Real Estate Advertisement or Marketing Material contents.

In addition to General Condition 5.1, the Purchaser signs the Contract accepting the Property:

- (a) in its present condition and state of repair,
- (b) subject to all defects latent and patent,
- (c) subject to all registered or unregistered easements,
- (d) subject to all Development Restrictions,
- (e) subject to any infestations and dilapidation,
- (f) subject to all fencing, boundaries and encroachments on the property,
- (g) subject to all existing water, sewerage, drainage and plumbing services and connections or lack thereof; and
- (h) subject to any non-compliance with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

5.2 Building and Approvals

The Purchaser acknowledges that the Vendor, their agent or marketing materials make no representations or warranties as to the procuring of a building permit, building approvals, occupancy permit or any other permit in relation to the Property or to any improvement erected on the Property.

6 CONTAMINATION

On and from the Settlement Date, the Purchaser:

- (a) assumes full responsibility for the presence of Contaminant on the Property and anything incidental to them, including compliance with all relevant legislation, all Development Restrictions and the requirements of any Relevant Authority in respect of them;
- (b) agrees to keep the Vendor indemnified against:
 - (i) the responsibility referred to in special condition 6(a); and
 - (ii) all Claims, resulting in any way from the existence of Contaminant on or emanating from the Property, including actions based on injury to any person or property; and
- (c) waives all Purchaser Rights in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the Property.

7 ADJUSTMENT OF LAND TAX LIABILITY

For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

8 WINDFALL GAINS TAX LIABILITY

- 8.1 If a Windfall Gains Tax (WGT) Liability has been issued prior to the Date of Sale, the Parties agree that the Purchase Price of the property, being in excess of \$10,000,000, has been negotiated with the understanding that the Vendor will bear the responsibility of payment of the WGT liability on Settlement Date. No adjustment to the Purchase Price shall be made in relation to the WGT.
- 8.2 The Purchaser hereby agrees to assume full responsibility for the payment of any new Windfall Gains Tax (WGT) liability that arises after the Date of Sale. This obligation persists irrespective of whether the Vendor becomes aware, prior to the Date of Sale, of any potential assessment of the Property related to rezoning that is not yet issued.

- 8.3 The Party responsible for the payment of the WGT Liability under this Special Condition shall indemnify and hold harmless the other Party from any claims, demands, or liabilities arising from the WGT, including any penalties or interest that may be imposed by the relevant tax authorities.

9 NOMINATION

Where the Purchaser nominates a an additional or substitute Purchaser, the nomination must be in the form attached to this Contract.

10 ASSESSMENT OF LAND TRANSFER DUTY - COMPLEX LODGEMENT

- 10.1 If the State Revenue Office ('SRO') deems this Contract or the Purchaser's and transfer duty assessment as complex, the Purchaser must immediately notify the Vendor's legal representative.
- 10.2 If notice is given to the Vendor's legal representative, the Parties must expeditiously complete all required actions and sign necessary documents for the complex assessment to avoid any delays to the Settlement Date.
- 10.3 The Purchaser is considered in default if the Settlement Date is delayed due to the Purchaser's failure to lodge the necessary documents for the complex assessment in sufficient time or is required to amend and resign the duties form. The Purchaser will not seek to enforce Purchaser's Rights because of any delay caused by the Vendor in resigning the duties form.

11 INSOLVENCY EVENT

If an Insolvency Event occurs in relation to the Purchaser or any guarantor under the Guarantee at any time prior to the Settlement Date, the Purchaser shall be deemed to have committed a default under this Contract and the Vendor may at any time thereafter exercise any of its rights in accordance with this Contract, including rescission.

12 VARIATION

A variation of any term of this Contract must be in writing in the form of a deed of variation and signed by the Parties or the Parties' representatives. The reasonable costs of the Vendor for the preparation of the deed is to be borne by the Party requesting the variation.

13 WAIVER

Any waiver of any provision or condition of this Contract must be in writing. A waiver by any party of a breach of the other party of any covenant obligation or provision in this Contract contained or implied will not operate as a waiver of another or continuing breach of the same or of any other covenant obligation or provision in this Contract contained or implied.

GENERAL CONDITIONS

Contract Signing

1 ELECTRONIC SIGNATURE

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

2 LIABILITY OF SIGNATORY

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

3 GUARANTEE

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

4 NOMINEE

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

Title

5 ENCUMBRANCES

- 5.1 The Purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The Purchaser indemnifies the Vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6 VENDOR WARRANTIES

- 6.1 The Vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the Purchaser’s right to make requisitions and inquiries.
- 6.3 The Vendor warrants that the Vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and

- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the Purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

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

- (a) all domestic building work carried out in relation to the construction by or on behalf of the Vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

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

7 IDENTITY OF THE LAND

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

7.2 The Purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the Vendor to amend title or pay any cost of amending title.

8 SERVICES

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

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

9 CONSENTS

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

10 TRANSFER & DUTY

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

11 RELEASE OF SECURITY INTEREST

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

- 11.11 The Purchaser must advise the Vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the Purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The Vendor may delay settlement until 21 days after the Purchaser advises the Vendor of the security interests that the Purchaser reasonably requires to be released if the Purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the Purchaser must pay the Vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the Vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the Vendor as a result of the delay -
- as though the Purchaser was in default.
- 11.14 The Vendor is not required to ensure that the Purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12 BUILDING WARRANTY INSURANCE

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

13 GENERAL LAW LAND

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

Money

14 DEPOSIT

- 14.1 The Purchaser must pay the deposit:
- (a) to the Vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the Vendor's legal practitioner or conveyancer; or

- (c) if the Vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the Vendor in the joint names of the Purchaser and the Vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the Vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the Purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the Vendor if:
 - (a) the Vendor provides particulars, to the satisfaction of the Purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the Purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the Purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the Purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

 - (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15 DEPOSIT BOND

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

conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the Purchaser; and
- (d) the date on which the Vendor ends this contract by accepting repudiation of it by the Purchaser.

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

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

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

16 BANK GUARANTEE

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

16.2 In this general condition:

- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the Vendor to pay on demand any amount under this contract agreed in writing, and
- (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The Purchaser may deliver a bank guarantee to the Vendor’s legal practitioner or conveyancer.

16.4 The Purchaser must pay the amount secured by the bank guarantee to the Vendor’s legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the Purchaser; and
- (d) the date on which the Vendor ends this contract by accepting repudiation of it by the Purchaser.

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

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

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

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

17 SETTLEMENT

17.1 At settlement:

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

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

17.3 The Purchaser must pay all money other than the deposit in accordance with a written direction of the Vendor or the Vendor’s legal practitioner or conveyancer.

18 ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The Vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment 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 lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment 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 lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The Vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendors subscriber or the electronic lodgment network operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the Vendor holds those documents, items and keys at the Vendor's address set out in the contract, and

- (d) 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 lodgment network operator of settlement.

19 GST

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

20 LOAN

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

21 BUILDING REPORT

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

22 PEST REPORT

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

23 ADJUSTMENTS

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

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every Vendor under this contract is a foreign resident for the purposes of this general condition unless the Vendor gives the Purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.

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

25 GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The Purchaser must notify the Vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the Purchaser named in the contract.
- 25.3 The Vendor must at least 14 days before the due date for settlement provide the Purchaser and any person nominated by the Purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the Purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the Purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the

parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the Vendor from compliance with section 14-255.

- 25.5 The amount is to be deducted from the Vendor's entitlement to the contract *consideration and is then taken to be paid to the Vendor, whether or not the Vendor provides the Purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The Purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the Vendor with evidence of payment, including any notification or other document provided by the Purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The Purchaser may at settlement give the Vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the Vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the Purchaser gives the bank cheque in accordance with this general condition 25.9, the Vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the Purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the Purchaser gives the Vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the Purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The Vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the Vendor gives the Purchaser a written notice under section 14-255 to the effect that the Purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

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

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

- (a) the penalties or interest arise from any failure on the part of the Vendor, including breach of a warranty in general condition 25.11; or
- (b) the Purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the Purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

Transactional

26 TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the Vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

28 NOTICES

- 28.1 The Vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or

made before the day of sale, and does not relate to periodic outgoings.

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

29 INSPECTION

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

30 TERMS CONTRACT

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

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

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

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

31 LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The Vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The Vendor must deliver the property to the Purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The Purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the Vendor after settlement.
- 31.4 The Purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the Vendor at settlement and paid to the stakeholder, but only if the Purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32 BREACH

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

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

Default

33 INTEREST

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

34 DEFAULT NOTICE

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

34.2 The default notice must:

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

35 DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE AND INDEMNITY

Vendor

Contract Purchaser

Property

We / I,

of

in consideration of the within named Vendor contracting with the named Purchaser at my/our request for the land, price and upon terms and conditions contained therein, I/we HEREBY COVENANT for myself/ourselves and my/our Executors and Administrators as the case may be with the said Vendor that if at any time default shall be made in the payment in settlement of this contract by the said Purchaser to the said Vendor under the said Contract or in the performance or observance thereunder by the said Purchaser we will forthwith on demand by the said Vendor that I/we will pay the whole or such part of the purchase price or other moneys as shall then be due and payable to the said Vendor and will keep the said Vendor indemnified against all loss of purchase money interest and other moneys payable under the said Contract and against all losses costs and expenses whatsoever which the said Vendor may incur by reason of default as aforesaid on the part of the said Purchaser.

This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the said Vendor in enforcing its rights pursuant to the said Contract or by any extension of time given to the said Purchaser for payment of any moneys payable under the said Contract or for performance or observance of any of the agreements obligations or conditions under the said Contract or by any other act or thing which under the law relating to sureties would but for this provision have the effect of releasing me or my Executors or Administrators as the case may be.

Dated day of 2025

SIGNED SEALED AND DELIVERED by the)
said)

In the presence of:

Signature of Witness

Name of Witness

SIGNED SEALED AND DELIVERED by the)
said)

In the presence of:

Signature of Witness

Name of Witness

Nomination of Real Estate

Contract Purchaser

Vendor

Property Address

Title Particulars

Contract date

Settlement date

Nominee

Take notice that the Purchaser hereby nominates the nominee to become an additional / substitute Purchaser of the property referred to in the contract of sale.

The nominee/s jointly and severally confirm that they will comply with of all the Purchasers obligations under the contract of sale under which they jointly and severally indemnify the Vendor against any claim, loss, damage or liability from the nomination.

The Purchaser shall be responsible for any additional stamp duty payable by the nomination and shall indemnify the Vendor against any claim, loss, damage or liability in this regard.

The Purchaser agrees that the nomination of an additional or substitute purchaser will not relieve or indemnify the Purchaser from its obligations under this contract and the Purchaser and any previously signed Guarantee remains liable under this contract.

Dated the day of 2025

Purchaser

The nominee hereby accepts the nomination

Nominee

VENDOR STATEMENT

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	495 Charlemont Road, Connewarre 3227 Volume 10686 Folio 148, Volume 10686 Folio 149, Volume 10686 Folio 150 and Volume 10686 Folio 151
-------------	--

VENDOR

Name	Pamela Gwenyth Sprague
-------------	------------------------

Signature		Date	/	/

PURCHASER

Name	
-------------	--

Signature		Date	/	/

Name	
-------------	--

Signature		Date	/	/

1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$8,000.00

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

\$2,000

To

Primary Production FSPL Charges

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVOCC 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 of property clearance certificate or is as follows	Date: OR ☒ Not applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

Whilst the vendor has provided knowledge of all items contained in this item 4, they cannot provide details of any matter affecting the property if it has not been communicated to the vendor.

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

None to the knowledge of the vendor

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:

None to the knowledge of the vendor

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

Registered Title for Volume 10686 Folio 148, Volume 10686 Folio 149, Volume 10686 Folio 150 and Volume 10686 Folio 151

Plan of Subdivision TP817757W

Plan of Subdivision TP817752H

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

Attach Due Diligence Checklist

13 ATTACHMENTS

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

SEE ATTACHED

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

consumer.vic.gov.au/duediligencechecklist



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

Page 1 of 1

VOLUME 10686 FOLIO 148

Security no : 124128925949B
Produced 13/10/2025 02:24 PM

LAND DESCRIPTION

Crown Allotment A Section 18 Parish of Conewarre.
Created by Application No. 114433F 29/10/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

PAMELA GWENYTH SPRAGUE of 495 CHARLEMONT ROAD CONNEWARRE VIC 3227
AW963010M 22/06/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE TP817752H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AZ379336K (E)	TRANSFER CONTROL OF ECT Completed	15/07/2025

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

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

Street Address: 495 CHARLEMONT ROAD CONNEWARRE VIC 3227

ADMINISTRATIVE NOTICES

NIL

eCT Control 26466D WHYTE, JUST & MOORE PTY LTD
Effective from 15/07/2025

DOCUMENT END

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

Page 1 of 1

VOLUME 10686 FOLIO 149

Security no : 124128925950C
Produced 13/10/2025 02:24 PM

LAND DESCRIPTION

Crown Allotment B Section 18 Parish of Conewarre.
Created by Application No. 114433F 29/10/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

PAMELA GWENYTH SPRAGUE of 495 CHARLEMONT ROAD CONNEWARRE VIC 3227
AW963010M 22/06/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE TP817752H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AZ379336K (E)	TRANSFER CONTROL OF ECT Completed	15/07/2025

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

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

Street Address: 495 CHARLEMONT ROAD CONNEWARRE VIC 3227

ADMINISTRATIVE NOTICES

NIL

eCT Control 26466D WHYTE, JUST & MOORE PTY LTD
Effective from 15/07/2025

DOCUMENT END

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Page 1 of 1

VOLUME 10686 FOLIO 150

Security no : 124128925952Y
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LAND DESCRIPTION

Crown Allotment E Section 18 Parish of Conewarre.
Created by Application No. 114437W 29/10/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

PAMELA GWENYTH SPRAGUE of 495 CHARLEMONT ROAD CONNEWARRE VIC 3227
AW963010M 22/06/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE TP817757W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AZ379411X (E)	TRANSFER CONTROL OF ECT Completed	15/07/2025

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

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

Street Address: 495 CHARLEMONT ROAD CONNEWARRE VIC 3227

ADMINISTRATIVE NOTICES

NIL

eCT Control 26466D WHYTE, JUST & MOORE PTY LTD
Effective from 15/07/2025

DOCUMENT END

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

Page 1 of 1

VOLUME 10686 FOLIO 151

Security no : 124128925951A
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LAND DESCRIPTION

Crown Allotment F Section 18 Parish of Conewarre.
Created by Application No. 114437W 29/10/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

PAMELA GWENYTH SPRAGUE of 495 CHARLEMONT ROAD CONNEWARRE VIC 3227
AW963010M 22/06/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE TP817757W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AZ379336K (E)	TRANSFER CONTROL OF ECT Completed	15/07/2025

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

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

Street Address: 495 CHARLEMONT ROAD CONNEWARRE VIC 3227

ADMINISTRATIVE NOTICES

NIL

eCT Control 26466D WHYTE, JUST & MOORE PTY LTD
Effective from 15/07/2025

DOCUMENT END

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Number of Pages (excluding this cover sheet)	2
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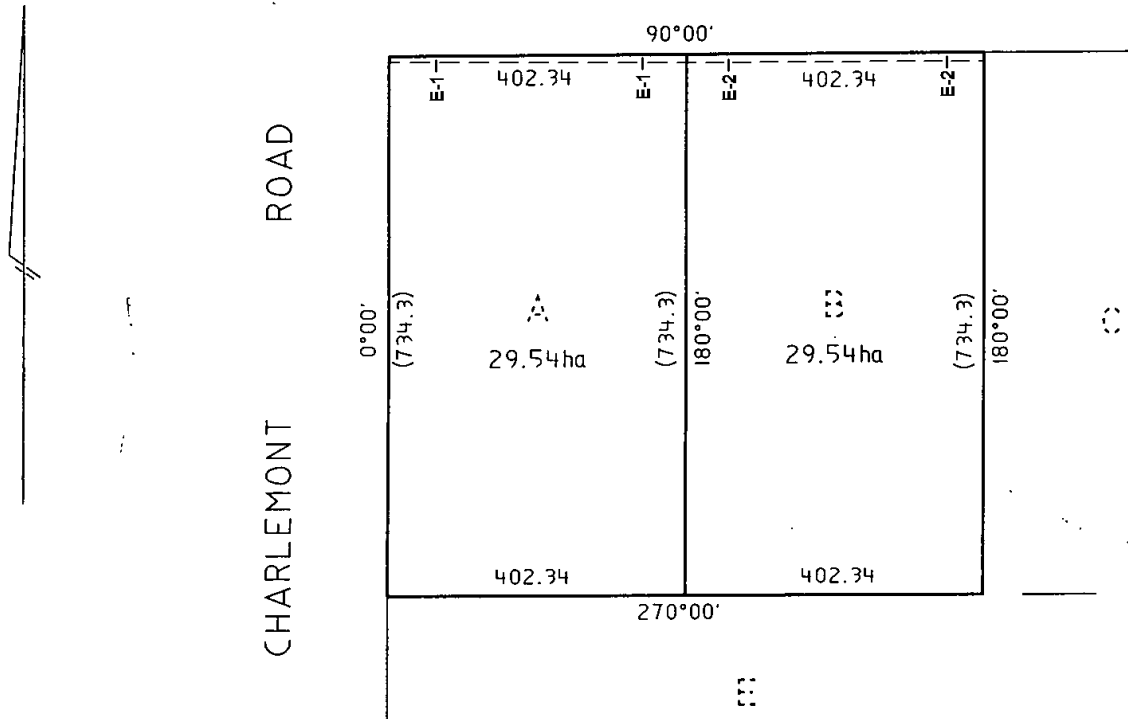
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EDITION 2		TITLE PLAN		TP817752H	
Location of Land Parish: CONEWARRE Township: Crown Allotment: A & B Section: 18 Crown Portion: - LTO base record: D.C.M.B Last plan Reference: Title Reference: Depth Limitation: NIL				Notations	
Easement Information E - Encumbering Easement R - Encumbering Easement (ROAD) A - Appurtenant Easement				THIS PLAN HAS BEEN PREPARED FOR LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES Checked by  Date 7.11.02 Assistant Registrar of Titles	
EASEMENT INFORMATION					
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin		
E-1	SEWERAGE PURPOSES AND/OR SUPPLY OF RECYLCED WATER	8m	SECTION 130 OF THE WATER ACT 1986 AND LAND ACQUISITION AND COMPENSATION ACT 1986 VIDE NOTIFICATION AJ552794C	BARWON REGION WATER CORPORATION	
E-2	SEWERAGE PURPOSES AND/OR SUPPLY OF RECYLCED WATER	8m	SECTION 130 OF THE WATER ACT 1986 AND LAND ACQUISITION AND COMPENSATION ACT 1986 VIDE NOTIFICATION AJ552795A	BARWON REGION WATER CORPORATION	

LOWER - DUNEED ROAD



LENGTHS ARE IN METRES	NOT TO SCALE	SHEET SIZE A3	DEALING No: AP114433F DEALING CODE: 14
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Sheet 1 of 1 Sheets

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Document Assembled	13/10/2025 14:24

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

EDITION 2		TITLE PLAN			TP817757W	
Location of Land Parish: CONEWARRE Township: Crown Allotment: E & F Section: 18 Crown Portion: - LTO base record: D.C.M.B Last plan Reference: Title Reference: Depth Limitation: NIL				Notations WATERWAY NOTATION: C.A. F IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE		
Easement Information E - Encumbering Easement R - Encumbering Easement (ROAD) A - Appurtenant Easement					THIS PLAN HAS BEEN PREPARED FOR LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES Checked by Date 7.11.02 Assistant Registrar of Titles	
Easement Reference	Purpose/Authority	Width	Origin	Land benefitted/In favour of		
NIL						

The diagram shows two adjacent land parcels. The upper parcel is 40.63ha and the lower parcel is 40.02ha. They are bounded by CHARLEMONT ROAD to the west, McCANNS ROAD to the south, and DANS ROAD to the east. The northern boundary is divided into three sections labeled A, B, and C. Bearings and distances are provided for all boundaries. A north arrow is located on the left side of the diagram.

A.O. IN AL400120T
31/10/2014 PRT (EDITION 2)

LENGTHS ARE IN METRES	NOT TO SCALE	SHEET SIZE A3	DEALING No: AP114437W DEALING CODE: 14
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Sheet 1 of 1 Sheets

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1106590

APPLICANT'S NAME & ADDRESS

KATHERINE TAYLOR C/- LANDATA
DOCKLANDS

VENDOR

SPRAGUE, PAMELA GWENYTH

PURCHASER

SMITH, JOHN

REFERENCE

Sprague

This certificate is issued for:

LAND CONTAINED IN VOLUME: 10686 FOLIO: 149 CROWN ALLOTMENT B SECTION 18 PARISH OF CONEWARRE
ALSO KNOWN AS 495 CHARLEMONT ROAD CONNEWARRE
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
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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/>

03 February 2025

Sonya Kilkeny
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.

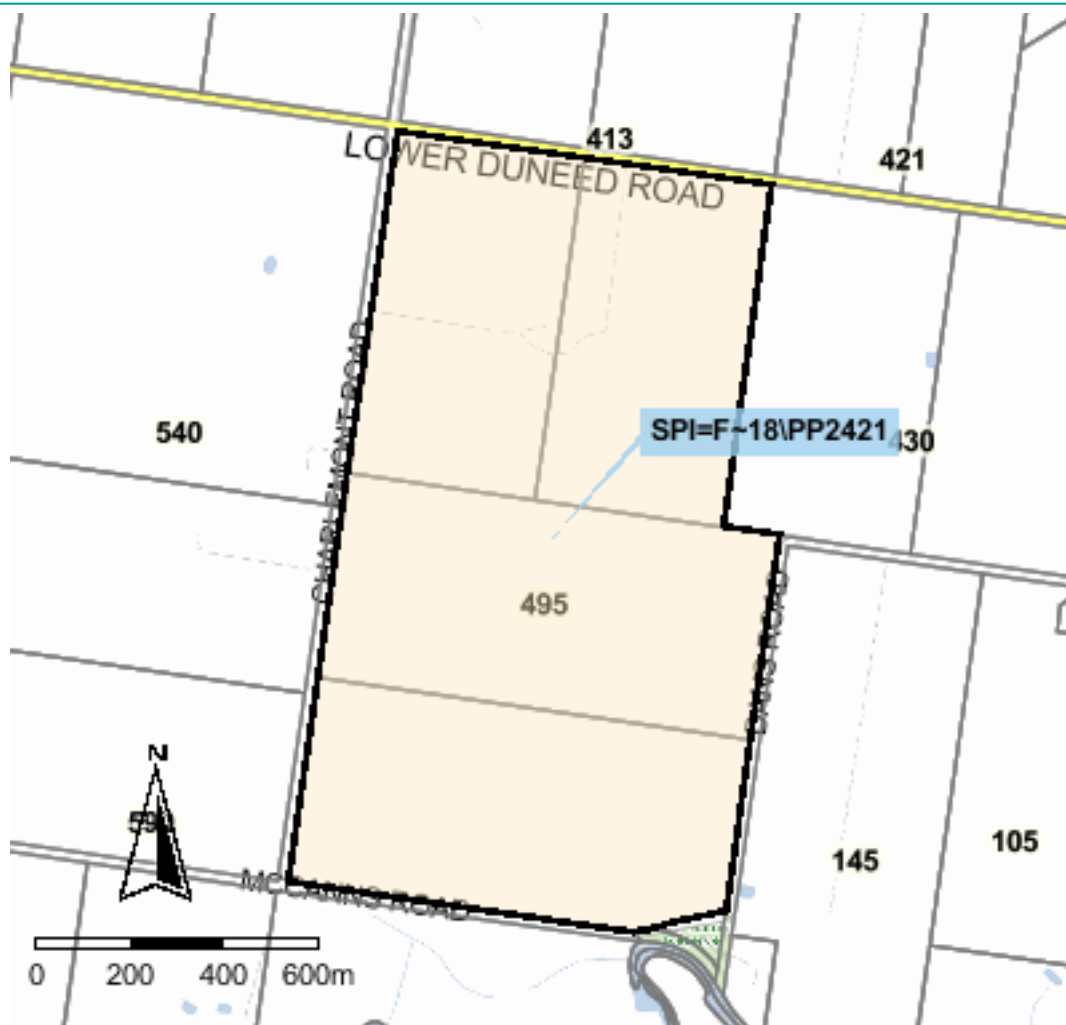
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

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.

PROPERTY REPORT

From www.land.vic.gov.au at 30 January 2025 02:09 PM

PROPERTY DETAILS

Address: **495 CHARLEMONT ROAD CONNEWARRE 3227**

Crown Description: **This property has 4 parcels. See table below**

Standard Parcel Identifier (SPI): **See table below**

Local Government Area (Council): **SURF COAST**

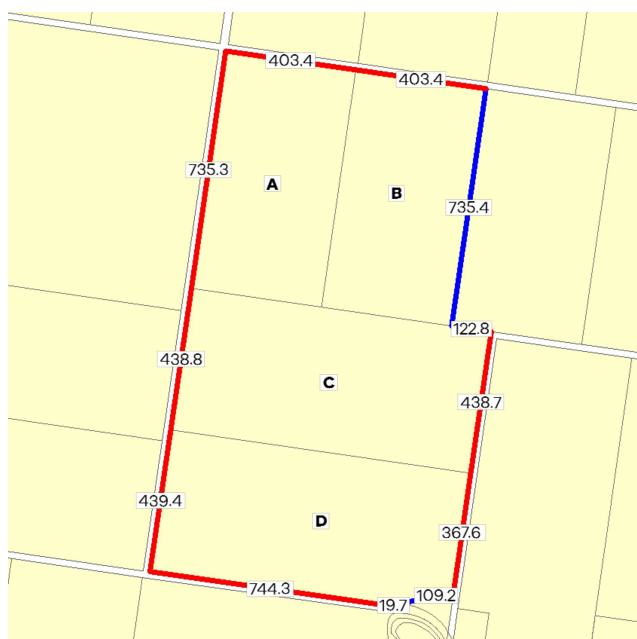
Council Property Number: **91350**

Directory Reference: **Melway 480 D9**

www.surfcoast.vic.gov.au

SITE DIMENSIONS

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



Area: 1402076 sq. m (140.21 ha)

Perimeter: 5028 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.

2 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](#)

PARCEL DETAILS

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

	Lot/Plan or Crown Description	SPI
	PARISH OF CONEWARRE	
A	Allot. A Sec. 18	A~18\PP2421
B	Allot. B Sec. 18	B~18\PP2421
C	Allot. E Sec. 18	E~18\PP2421
D	Allot. F Sec. 18	F~18\PP2421

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**

PROPERTY REPORT

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property



Water area

0 ————— 1500 m

Water course



From www.planning.vic.gov.au at 30 January 2025 02:09 PM

PROPERTY DETAILS

Address: **495 CHARLEMONT ROAD CONNEWARRE 3227**

Crown Description: **More than one parcel - see link below**

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

Local Government Area (Council): **SURF COAST**

www.surfcoast.vic.gov.au

Council Property Number: **91350**

Planning Scheme: **Surf Coast**

[Planning Scheme - Surf Coast](#)

Directory Reference: **Melway 480 D9**

This property has 4 parcels. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Barwon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **SOUTH BARWON**

OTHER

Registered Aboriginal Party: **Wadawurrung Traditional**

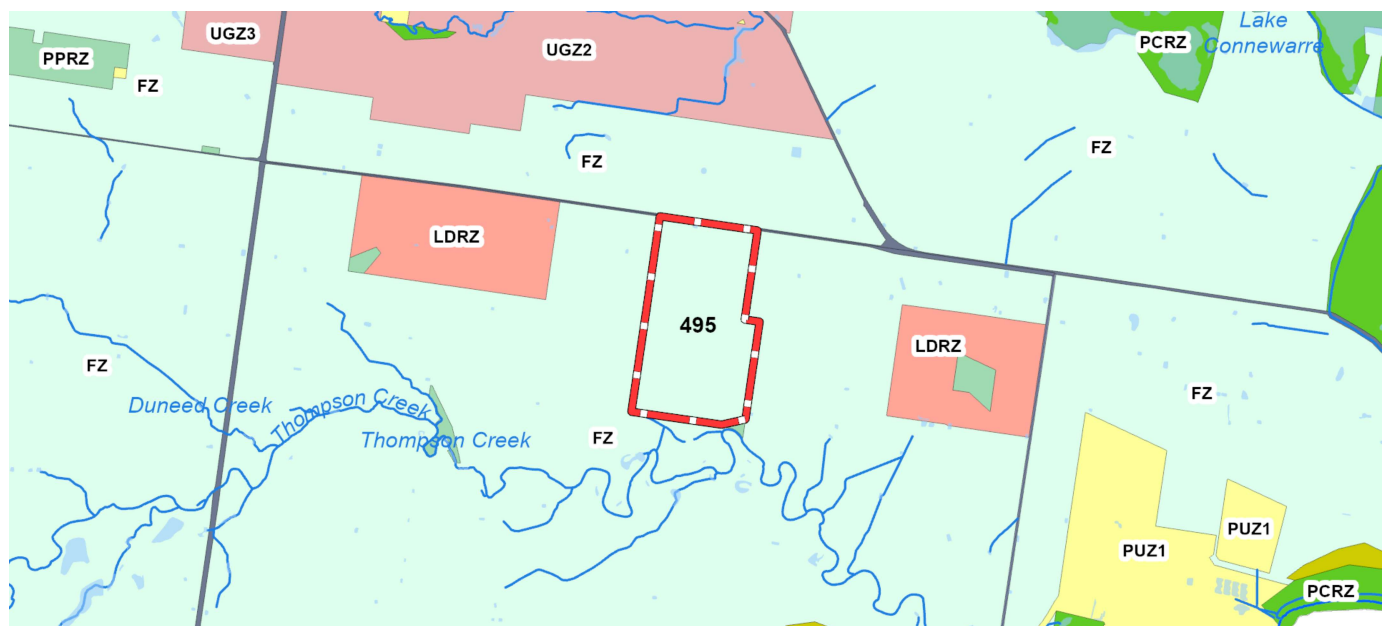
Owners Aboriginal Corporation

[View location in VicPlan](#)

Planning Zones

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

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



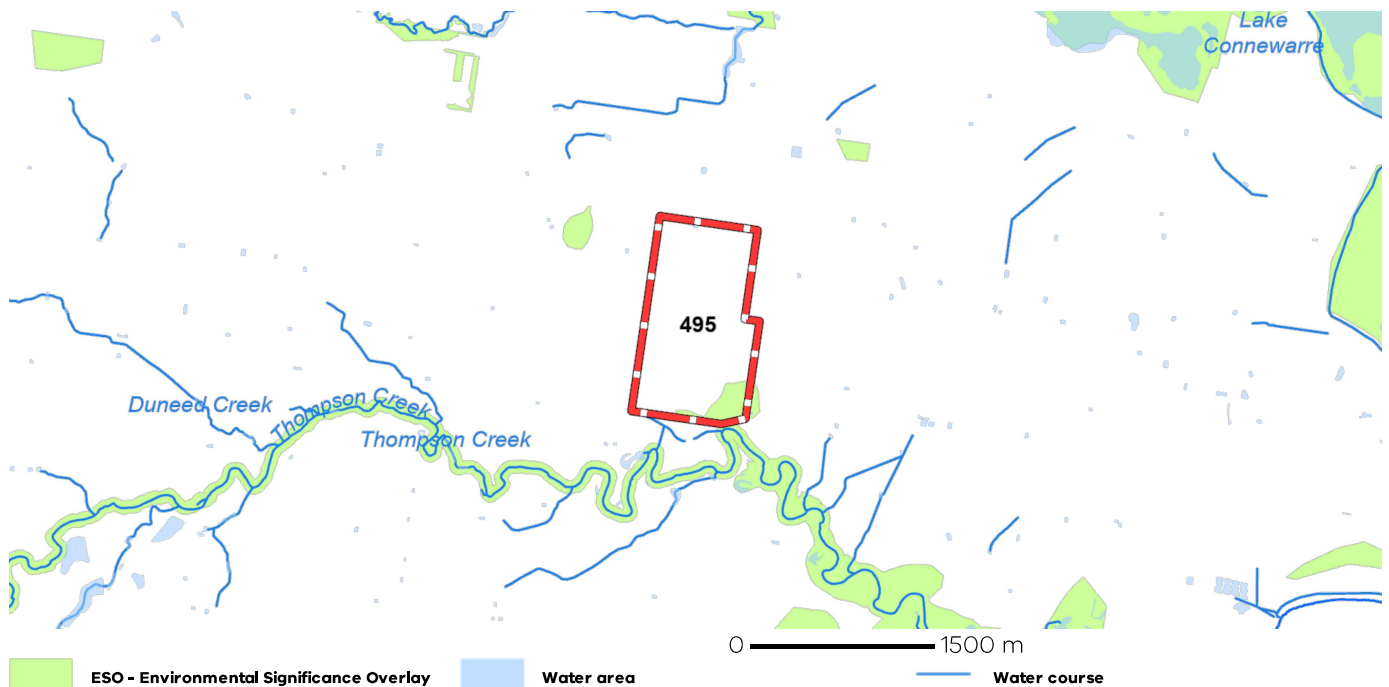
FZ - Farming	LDRZ - Low Density Residential	PCRZ - Public Conservation and Resource
PPRZ - Public Park and Recreation	PUZ1 - Public Use-Service and Utility	PUZ5 - Public Use-Cemetery/Crematorium
RCZ - Rural Conservation	TRZ2 - Principal Road Network	TRZ3 - Significant Municipal Road
UGZ - Urban Growth	Water area	Water course

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

Planning Overlays

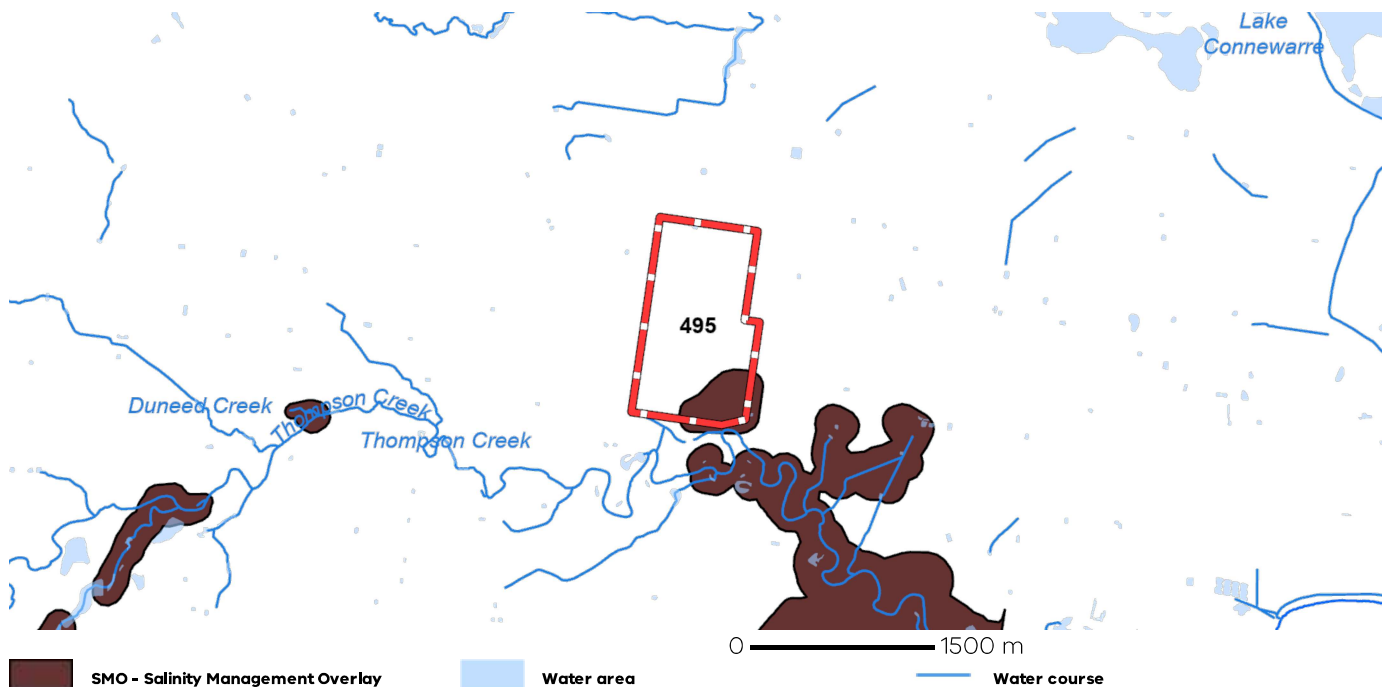
ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) (SURF COAST)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1) (SURF COAST)



SALINITY MANAGEMENT OVERLAY (SMO) (SURF COAST)

SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO) (SURF COAST)



Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\) \(GREATER GEELONG\)](#)

[FLOODWAY OVERLAY \(FO\) \(GREATER GEELONG\)](#)

[FLOODWAY OVERLAY \(FO\) \(SURF COAST\)](#)

[HERITAGE OVERLAY \(HO\) \(SURF COAST\)](#)

[HERITAGE OVERLAY \(HO\) \(GREATER GEELONG\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\) \(SURF COAST\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\) \(GREATER GEELONG\)](#)

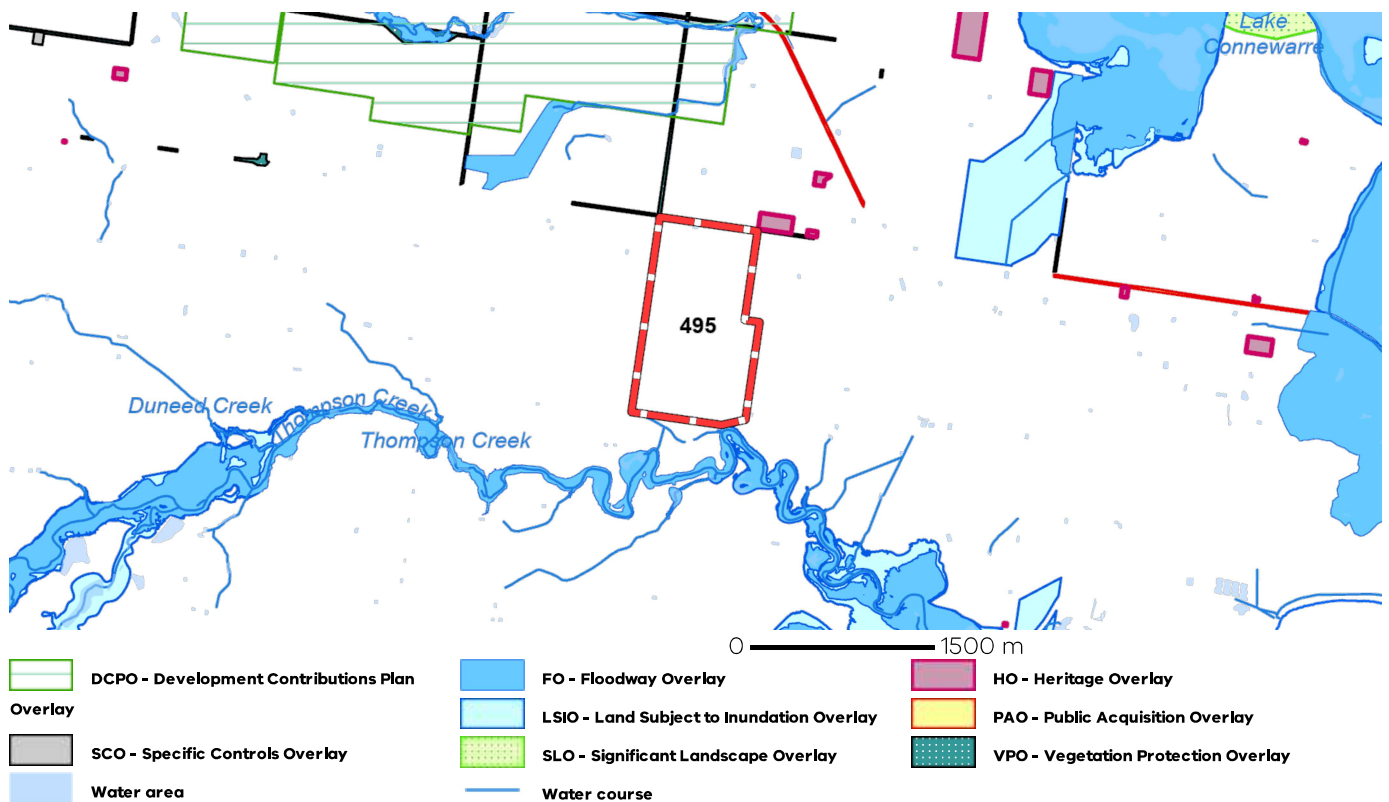
[PUBLIC ACQUISITION OVERLAY \(PAO\) \(GREATER GEELONG\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\) \(GREATER GEELONG\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\) \(GREATER GEELONG\)](#)

[VEGETATION PROTECTION OVERLAY \(VPO\) \(SURF COAST\)](#)

[VEGETATION PROTECTION OVERLAY \(VPO\) \(GREATER GEELONG\)](#)



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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

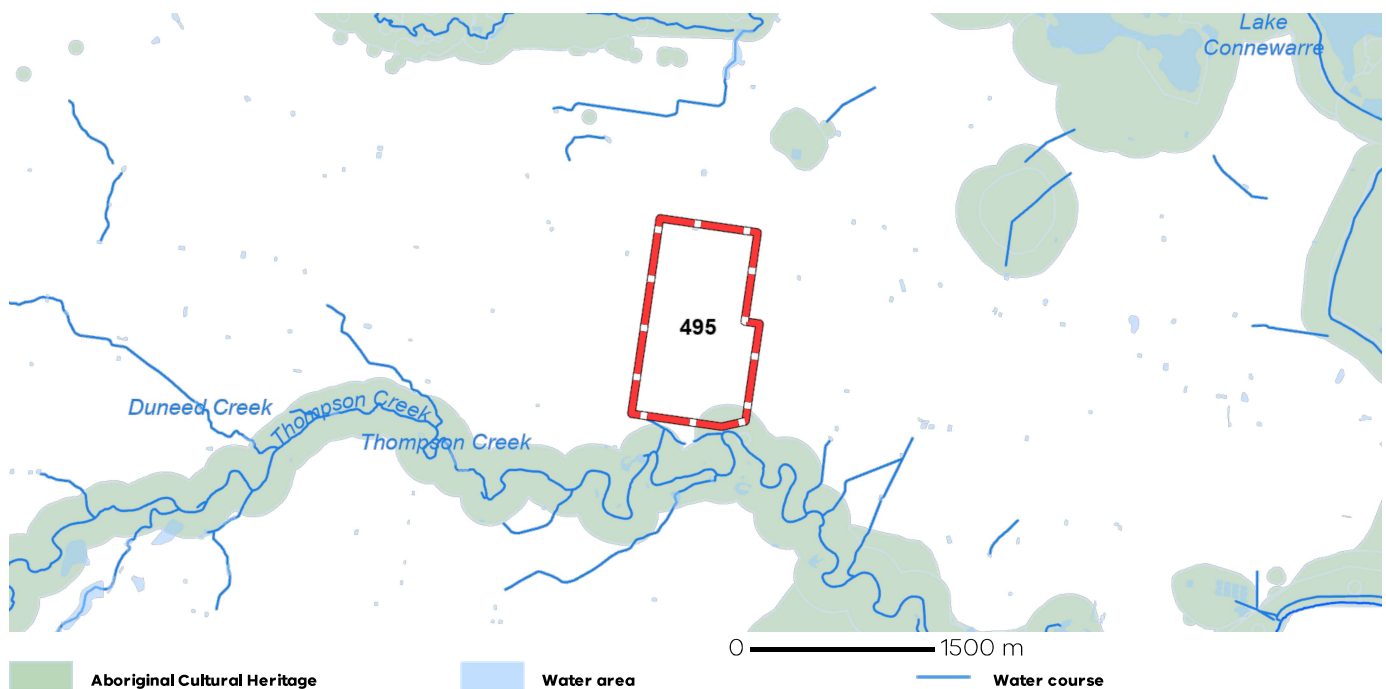
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aqv.nrms.net.au/aqvQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 30 January 2025.

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

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

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

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

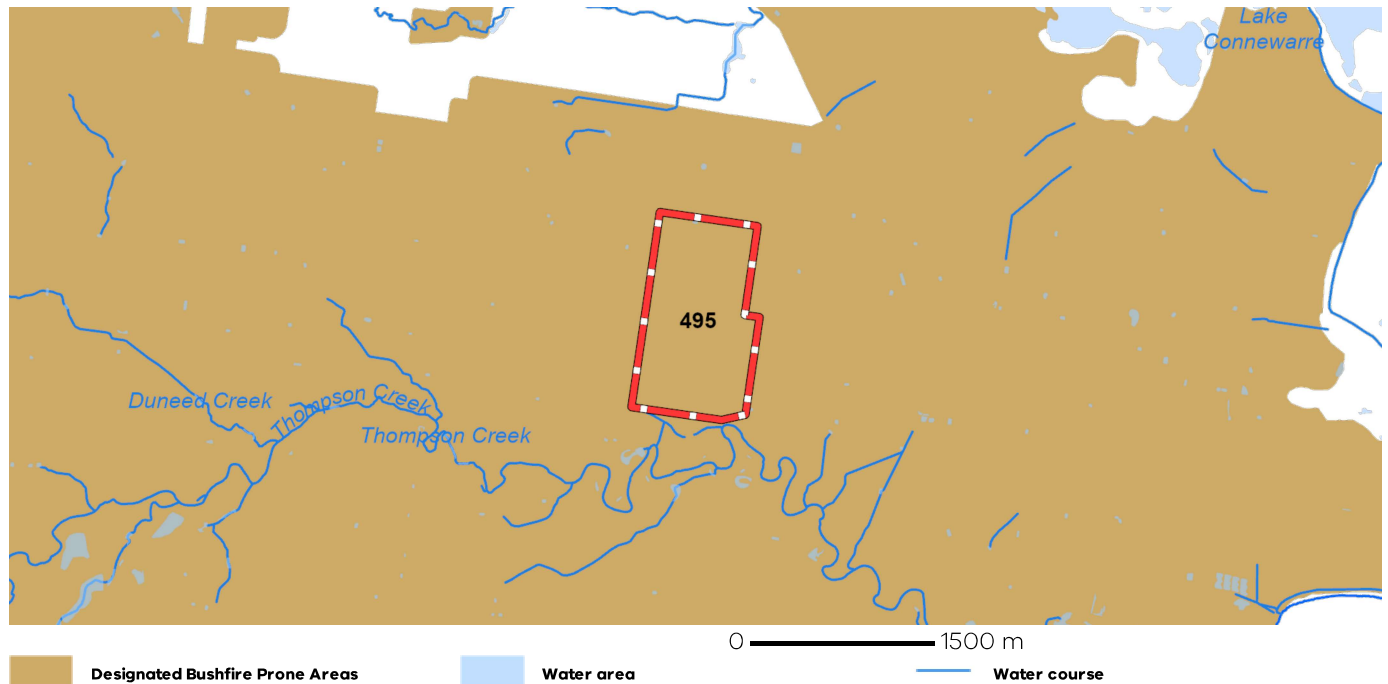
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

Assessment Number: 91350
Certificate Number: 39002
Issue Date: 14/10/2025

Property Location: 495 Charlemont Road CONNEWARRE 3227

Legal Description: CA: B SEC: 18, CA: A SEC: 18, CA: F SEC: 18, CA: E SEC: 18

Capital Improved Value: \$4,910,000
Site Value: \$4,090,000
Net Annual Value: \$245,500

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 Farm	\$4,672.36
Municipal Charge	\$238.00
Garbage Rural	\$489.00
Primary Production ESVF Fixed Charge	\$275.00
Primary Production ESVF Variable Charge	\$1,409.17
Arrears to 30/06/2025:	\$0.00
Interest to 03/09/2025:	\$0.00
Adjustments:	\$0.00
Less Pensioner Rebates/Remissions:	-\$1,964.14
Payments/Adjustments Made:	-\$1,773.53
Balance of rates and charges owed:	<u>\$3,345.86</u>
Additional Monies Owed:	
Debtor Balance Owing	
Special Rates and Charges:	
nil	
nil	
Total rates and charges/additional monies owed:	\$3,345.86*

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.



PAY Telephone & Internet Payment Option – BPAY®

Biller Code: 34199
Reference Number: 913502

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

A handwritten signature in black ink, appearing to read 'M. Rennie'.

COORDINATOR REVENUE

Your Reference: 78406494-033-4

Landata
PO Box 500
EAST MELBOURNE VIC 8002

4 February 2025

Landata

Landata.online@servictoria.com.au

YOUR REF: 75709811-040-0

Dear Sir/Madam,

495 CHARLEMONT ROAD, CONNEWARRE

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:* **NONE**
- 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

4 February 2025

Landata

Landata.online@servictoria.com.au

Your Reference: **75709811-041-7**

Dear Sir/Madam,

495 CHARLEMONT ROAD, CONNEWARRE

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

Information Statement Part A

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

INSTALLATION NUMBER: 18279738 **APPLICATION NUMBER:** 506833 **DATE:** 15/10/2025
PROPERTY ADDRESS: 495 CHARLEMONT RD, CONNEWARRE, VIC 3227
YOUR REFERENCE: 799547
OWNER: P G Sprague
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/10/2025 to 31/12/2025. 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
Water Service Charge	37.12	0.00	37.12
Total Service Charge	\$ 37.12	0.00	37.12

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

Charges Due & Payable

	Value	GST	Price
Water Service Charge	37.12	0.00	37.12
TOTAL DUE	\$ 37.12	0.00	37.12

Important Information

Account Not Yet Issued For Service And Volume Charges.

The water meter for this property was last read on 15/08/2025. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

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

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

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

* **PLEASE NOTE:** Verbal confirmation will not be given after 14/12/2025. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 14/12/2025 and a fee will be payable.

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

Manager Customer Centre

Information Statement Part B

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

15-10-2025

Taylor Legal C/- InfoTrack (LEAP) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 495 CHARLEMONT ROAD CONNEWARRE 3227

I refer to your application received at this office on 13/10/2025. 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: EC506833

Your Ref: 799547

Agent Ref: 78406494-042-6

Yours faithfully.

Manager Customer Centre



495 CHARLEMONT RD CONNEWARRE

Scale: 1:500

Created: 15/10/2025

Legend

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



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

Information Statement Part A

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

INSTALLATION NUMBER: 20509497 **APPLICATION NUMBER:** 507109 **DATE:** 15/10/2025
PROPERTY ADDRESS: X CHARLEMONT RD, CONNEWARRE, VIC 3227
YOUR REFERENCE: 799547
OWNER: P G Sprague
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/10/2025 to 31/12/2025. 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
Water Service Charge	37.12	0.00	37.12
Total Service Charge	\$ 37.12	0.00	37.12

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

Charges Due & Payable

	Value	GST	Price
Water Service Charge	37.12	0.00	37.12
TOTAL DUE	\$ 37.12	0.00	37.12

Important Information

Account Not Yet Issued For Service And Volume Charges.

The water meter for this property was last read on 15/08/2025. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

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

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

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

*** PLEASE NOTE:** Verbal confirmation will not be given after 14/12/2025. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 14/12/2025 and a fee will be payable.

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

Manager Customer Centre

Information Statement Part B

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

15-10-2025

Taylor Legal C/- InfoTrack (LEAP) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 495 CHARLEMONT ROAD CONNEWARRE 3227

I refer to your application received at this office on 15/10/2025. 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: EC507109

Your Ref: 799547

Agent Ref: 78438470-042-7

Yours faithfully.

Manager Customer Centre



Department of Environment, Land, Water & Planning

C/O LANDATA® Online Services
Telephone: (03) 9102 0402

Your Ref: Sprague
Our Ref: 75709811-054-7

04 Feb 2025

Katherine Taylor
1/51 Yarra Street
GEELONG 3220

Dear Sir / Madam

RE: PROPERTY ENQUIRY - 495 CHARLEMONT ROAD, CONNEWARRE 3227

I refer to your property enquiry dated 03 Feb 2025, and advise that there are no licences associated with this property.

Should you have any queries regarding this matter please contact
transactioncentre@delwp.vic.gov.au

LANDATA® Property Certificates Service

Privacy Statement

Any personal information about you or a third party in your correspondence will be protected under the provisions of the Privacy and Data Protection Act 2014. It will only be used or disclosed to appropriate Ministerial, Statutory Authority, or departmental staff in regard to the purpose for which it was provided, unless required or authorised by law. Enquiries about access to information about you held by the Department should be directed to the Privacy Coordinator, Department of Environment, Land, Water and Planning, PO Box 500, East Melbourne, Victoria 8002



Property Clearance Certificate

Land Tax



KATHERINE TAYLOR

Your Reference:	LD:75709811-036-3.SPRAGUE
Certificate No:	83300952
Issue Date:	06 FEB 2025
Enquiries:	JXD11

Land Address: 495 CHARLEMONT ROAD CONNEWARRE VIC 3227										
Land Id	Lot	Plan	Volume	Folio	Tax Payable					
36179821			10686	148	\$0.00					
			10686	149						
Vendor: PAMELA SPRAGUE										
Purchaser: JOHN SMITH										
Current Land Tax		Year Taxable Value (SV)		Proportional Tax	Penalty/Interest	Total				
MS PAMELA GWENYTH SPRAGUE		2025	\$3,370,000	\$0.00	\$0.00	\$0.00				

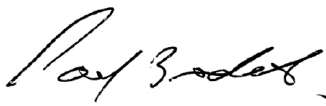
Comments: This certificate includes volume and folios 10686/150, 10686/151.
Property is exempt: LTX primary production land.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$4,040,000
SITE VALUE (SV):	\$3,370,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 83300952

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 = \$41,455.00

Taxable Value = \$3,370,000

Calculated as \$31,650 plus (\$3,370,000 - \$3,000,000) multiplied by 2.650 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$40,400.00

Taxable Value = \$4,040,000

Calculated as \$4,040,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 83300952

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: 83300952

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



KATHERINE TAYLOR

Your Reference: LD:75709811-036-3.Sprague

Certificate No: 83300952

Issue Date: 06 FEB 2025

Enquires: JXD11

Land Address: 495 CHARLEMONT ROAD CONNEWARRE VIC 3227

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36179821			10686	148	\$0.00
			10686	149	\$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.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$4,040,000

SITE VALUE: \$3,370,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 83300952

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



KATHERINE TAYLOR

Your Reference: LD:75709811-036-3.SPRAGUE

Certificate No: 83300952

Issue Date: 06 FEB 2025

Land Address: 495 CHARLEMONT ROAD CONNEWARRE VIC 3227

Lot	Plan	Volume	Folio
		10686	148
		10686	149

Vendor: PAMELA SPRAGUE

Purchaser: JOHN SMITH

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 83300952

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  Billers Code: 416073 Ref: 83300954 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: 83300954 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Katherine Taylor
1/51 Yarra Street
GEELONG 3220

Client Reference: Sprague

NO PROPOSALS. As at the 3th February 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®.

495 CHARLEMONT ROAD, CONNEWARRE 3227
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: 3th February 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75709811 - 75709811145103 'Sprague'



Catchment and Land Protection (Section 90)

Katherine Taylor
1/51 Yarra Street
GEELONG 3220

CERTIFICATE

Pursuant to Section 90 of the *Catchment and Land Protection Act 1994*

YOUR REF: Sprague

CERTIFICATE NO: **75709811**

This Certificate is issued for the following property:

PROPERTY ADDRESS:

495 Charlemont Road, Connewarre

PROPERTY DESCRIPTION:

Lot/Plan:

Crown Description:

Volume/Folio:

Directory Reference:

**CA B Section 18 Parish of Connewarre, CA E
Section 18 Parish of Connewarre, CA F
Section 18 Parish of Connewarre, CA A
Section 18 Parish of Connewarre
10686/148|10686/149|10686/150|10686/151
480 F12, 480 F11, 480 F10, 480 E12, 480 F9,
480 E11, 480 F8, 480 E10, 480 D12, 480 E9,
480 D11, 480 E8, 480 D10, 480 D9, 480 D8**

- | | |
|--|------------|
| 1. A regional catchment strategy applies to the land. | YES |
| 2. The land is in a special area. | No |
| 3. A special area plan applies to the land. | No |
| 4. A land use condition applies to the land. | No |
| 5. A land management notice is in force in relation to the land. | No |
| 6. A copy of the land management notice is attached. | No |

Catchment and Land Protection (Section 20)



By Authority
Secretary to the Department of Energy, Environment & Climate Action

DATED: 03/02/2025

Extract of EPA Priority Site Register

Page 1 of 2

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 495 CHARLEMONT ROAD

SUBURB: CONNEWARRE

MUNICIPALITY: SURF COAST

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 480 Reference F12
Melways 40th Edition, Street Directory, Map 480 Reference F11
Melways 40th Edition, Street Directory, Map 480 Reference F10
Melways 40th Edition, Street Directory, Map 480 Reference E12
Melways 40th Edition, Street Directory, Map 480 Reference F9
Melways 40th Edition, Street Directory, Map 480 Reference E11
Melways 40th Edition, Street Directory, Map 480 Reference F8
Melways 40th Edition, Street Directory, Map 480 Reference E10
Melways 40th Edition, Street Directory, Map 480 Reference D12
Melways 40th Edition, Street Directory, Map 480 Reference E9
Melways 40th Edition, Street Directory, Map 480 Reference D11
Melways 40th Edition, Street Directory, Map 480 Reference E8
Melways 40th Edition, Street Directory, Map 480 Reference D10
Melways 40th Edition, Street Directory, Map 480 Reference D9
Melways 40th Edition, Street Directory, Map 480 Reference D8

DATE OF SEARCH: 3rd February 2025

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and

**[Extract of Priority Sites Register] # 75709811 - 75709811145103
'Sprague'**

Extract of EPA Priority Site Register

- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

HF RICHARDSON

EST 1886

LIVESTOCK & PROPERTY

Agricultural Lease

Pamela Gwenyth Sprague
ABN 16 569 512 695
("Landlord")

and

W Woods Pty Ltd
ACN: 075 673 264
("Tenant")

Property Address:

495 Charlemont Road, Connewarre VIC 3227

TABLE OF CONTENTS

Intent of the Lease	4
1. Lease	4
2. Rental	4
3. Tenant's Covenants	4
3.1 To Pay Rent	4
3.2 To Pay Outgoings	4
3.3 To Maintain the Property	4
3.4 Inspection of Property	5
3.5 No Alterations Without Consent	5
3.6 Assignment	5
3.7 To Yield Up	6
3.8 Use of Property	6
3.9 To Comply with Notices	6
3.10 To Give Notice of Defects	6
3.11 Insurance	6
3.12 Indemnity	7
3.13 Fire Fighting Equipment and Fire Breaks	7
3.14 Agricultural Chemicals	7
3.15 Goods and Services Tax	8
3.16 Trees	8
3.17 Soil	8
3.18 Fences	8
3.19 Water Rights	9
3.20 Costs	9
4. Landlord's Covenant	9
5. Mutual Covenants	9
5.1 Early Termination	9
5.2 Default and Termination	9
5.3 Arrangements Upon Termination of Lease	10
5.4 Interest Payable on Default	10
5.5 Essential Terms	10
5.6 Damage to Property	11
5.7 Further Term and Overholding	11
5.8 Sale of Property	12
5.9 No Representations	12
5.10 Dispute Resolution	12
5.11 Service of Notices	13
6. Special Conditions	13
7. Governing Law	13

8. Interpretation	14
9. Entire Agreement	14
SCHEDULE	16

THIS LEASE is made on the 31st day of January, 2025

Parties

Pamela Gwenyth Sprague ABN 16 569 512 695 as defined in Item 1 ("the Landlord") of the Schedule

and

W Woods Pty Ltd ACN 075 673 264 as defined in Item 2 of the ("the Tenant") Schedule

Intent of the Lease

The intent of this Lease is for the Tenant to lease the Property defined in Item 3 of the Schedule ("the Property").

1. Lease

The Landlord leases and the Tenant takes as Tenant all of the Property for a fixed term set out in Item 4 of the Schedule commencing on the date set out in Item 5 of the Schedule, subject to the terms and conditions set out in this Lease.

2. Rental

- (a) For each year of this Agreement the annual rental set out in Item 6 of the Schedule to be paid as set out in Item 7 of the Schedule.
- (b) Rental will be adjusted annually on the anniversary of the Commencement Date as set out in Item 8 of the Schedule.

3. Tenant's Covenants

The Tenant hereby covenants and agrees with the Landlord as follows:

3.1 To Pay Rent

To pay the rent on the days and in the manner stated in Clause 2.

3.2 To Pay Outgoings

To pay the outgoings applicable to the Property set out in Item 10 of the Schedule.

3.3 To Maintain the Property

- (a) To keep and maintain all buildings, erections, fences, gates, walls, hedges, dams, tanks, wells, waterholes, drains, windmills and all other fixtures or improvements of whatsoever nature now or at any time during the Term erected or made on the Property in as good and substantial repair, order and condition as at the commencement of the Lease at all times, damage by fair wear and tear, fire, storm and tempest excepted.
- (b) At all times to manage, cultivate and work the Property as a farming Property in a proper and skilful manner according to approved methods of agriculture and to keep all land which is now or may be cleared as clean and free from scrub and

undergrowth and noxious weeds and maintained in the same or better condition as those existing at the Commencement Date.

- (c) At all times to use and exercise all proper means for keeping down rabbits and other vermin, thistles, weeds and other noxious plants and to comply with the laws and regulations now or at any stage enforced relating to the keeping down and extermination of the same applicable to the district where the Property is situated and to comply with any notices or orders served or made under such laws and regulations.
- (d) To take reasonable measures to prevent soil erosion and damage to the laneways, dams, banks and channel banks on the Property in accordance with the best farming practice adopted in the district and to accept the reasonable directions of the Landlord in carrying out these preventative measures.

3.4 Inspection of Property

- (a) At all reasonable times to permit the Landlord and his duly authorised agents, workmen or servants to enter the Property for the purpose of viewing the state of repair and condition of the property and for carrying out and executing any necessary repairs and for any other purpose deemed expedient by the Landlord or his authorised agent.
- (b) If the Tenant fails or neglects to comply with their obligations pursuant to Clause 3.3(c), it shall be lawful for the Landlord to enter the Property upon the Landlord giving fourteen (14) days notice in writing of his intention to do so, and undertake such works and the cost shall be a debt due from the Tenant to the Landlord payable within seven (7) days of a submission of an invoice.
- (c) The Tenant shall in so far as he is liable under the terms of this Agreement execute all repairs and works required to be done within twenty-one (21) days of written notice given by the Landlord **PROVIDED THAT** if the Tenant shall not within that period commence and proceed diligently with the execution of the repairs and works mentioned in such notice it shall be lawful for the Landlord to enter upon the Property and to execute such repairs and works and the cost shall be a debt due from the Tenant to the Landlord payable within seven (7) days of submission of an invoice.

3.5 No Alterations Without Consent

Except as otherwise provided in this Agreement not without the previous consent in writing of the Landlord (such consent not to be unreasonably withheld) to make or suffer to be made any alterations in or additions structural or otherwise.

3.6 Assignment

- (a) Not to assign, transfer, sub-lease or part with the possession of or share or grant any licences to use the Property or any part of it without the written consent of the Landlord.
- (b) If the Tenant is a corporation, it will be treated as assigning the Lease, for the purpose of this clause if the person or persons who beneficially own or control most of its voting shares at the commencement of the Lease cease to do so except by transmission on the death of a shareholder.
- (c) The Tenant is to pay the legal and other cost which the Landlord reasonably incurs:-

- (i) In investigating a proposed assignee or sub tenant for the person to whom possession is to be transferred.
- (ii) Obtaining any necessary consent to the assignment or sub letting or transfer of possession.

3.7 To Yield Up

- (a) To yield up the Property with the fixtures, fittings, plant and additions other than such of the Tenant's fixtures as shall belong to the Tenant at the expiration or sooner determination of the Term or any extension of it in good and tenantable repair and condition in accordance with this Agreement.
- (b) At the expiration or sooner determination of the Term or any extension of it, to sow all areas used for cropping back to basic pasture.

3.8 Use of Property

- (a) To use the Property for the sole purposes of a sheep grazing, hay making and cropping and not for any other purpose without the consent in writing of the Landlord first obtained which consent shall not be arbitrarily or unreasonably withheld.
- (b) Land that is to be used for grazing is to be managed in a fair manner without overstocking and to keep it in a reasonable condition.

3.9 To Comply with Notices

To observe and comply with all provisions from any Acts and Regulations affecting the Tenant's use of the Property for the purposes provided including any amendment re-enactment or modification of it and also including any regulations of any local government authority and also including all lawful notices and instructions given or made by an officer acting under any of the Acts or Regulations referred to in this clause.

3.10 To Give Notice of Defects

To use its best endeavours to ensure that the Landlord is given prompt notice upon becoming aware of the happening of any accident to or the discovery of any defect in the Property or in any services in or to the Property.

3.11 Insurance

- (a) To effect and maintain during the term or any extension or renewal of it the insurance policies required by this Clause 3 in relation to the Property in the names of the Landlord and the Tenant for their respective rights and interests with an Insurer approved by the Landlord (such approval not to be unreasonably withheld) and on such policy terms and conditions (including amount of cover) required and approved (such approval not to be unreasonably withheld) from time to time by the Landlord namely:
 - (i) public risk insurance protecting liability for bodily injury or property damage arising from the ownership or occupation of the Property for an initial amount of not less than twenty million dollars (\$20,000,000.00) or such greater amount as the Landlord may from time to time reasonably require.
 - (ii) workers compensation insurance for employees or all persons employed by the Tenant whether they are to work on or off the Property for such amount as the Landlord may from time to time reasonably require.

- (iii) The tenant agrees to provide the landlord and/or their agent a copy of such insurance at any point during the lease term, within 7 days of written request
- (b) To punctually pay all the premiums payable in respect of the abovementioned insurance and produce and deliver forthwith to the Landlord, if the Landlord so demands, certificates of currency in respect of such insurance and shall forthwith after such payment produce and deliver to the Landlord, if the Landlord so demands, the receipt or receipts evidencing payments of such premiums. In the event of the Tenant failing to pay any of the premiums payable, the Landlord may (but without being obligated so to do) pay such premium and the cost shall be a debt due by the Tenant to the Landlord and recoverable accordingly.
- (c) Not to permit or create any nuisance on the Property or any part of the Property and not to do anything which may render an increase or extra premium payable for any insurance of the Property or part of such insurance against fire or which may prejudice or make void or voidable any policy of insurance on the Property or any part of the Property and to repay to the Landlord all sums paid by way of increased premiums and/or expenses incurred by the Landlord in the renewal of such insurance policy rendered necessary by a breach of this covenant.
- (d) To pay to the Landlord upon demand all extra or excess premiums and other charges (if any) for insurances effected by the Landlord in respect of the Property payable on account of extra risk caused directly or indirectly by the use or occupancy of the Property by the Tenant or breach of Clause 3.11(c).

3.12 Indemnity

- (a) To pay for, make good and indemnify the Landlord from all damage which may be caused to the Property or any part thereof by reason of any use or misuse of the Property or any facility or appurtenance thereof by the Tenant or any employee, servant, agent, customer or invitee of the Tenant.
- (b) To indemnify and hold harmless the Landlord from and against all damages, sums of money, costs, charges, expenses, actions, claims and demands which may be sustained or suffered or recovered or made against the Landlord by any person for any injury to person or property such person may sustain when using or entering or near the Property where such injury arises or has arisen as a result of the negligence of or as a result of the creation of some dangerous thing or state of affairs by the Tenant or by any employee, servant, agent, customer or invitee of the Tenant and whether the existence of such dangerous thing or dangerous state of affairs was or ought to have been known to the Landlord or not.

3.13 Fire Fighting Equipment and Fire Breaks

The Tenant must take reasonable fire prevention measures and comply with all requirements of the Country Fire Authority (or any successor of it) in respect of the Property, including providing necessary fire fighting equipment, putting in fire breaks and spraying herbicide on grasses adjacent to all electrified fences on the Property as often as maybe reasonably required to minimise the risk of fire.

3.14 Agricultural Chemicals

- (a) Not to apply any pesticide, herbicide, agricultural chemical or other substance to the Property which may pollute or contaminate the environment or the Property and without prejudice to the foregoing to notify the Landlord on request of the dates, places and quantities of all pesticides, herbicides, chemicals and other substances used by the Tenant on the Property.

- (b) Subject to compliance with sub-paragraph (a), the Tenant is permitted to apply fertiliser and inputs that will assist the Tenant's farming program.

3.15 Goods and Services Tax

- (a) For the purpose of this clause the following words will have the following meanings:

"GST" means GST as defined in the GST Act;

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

Any expression set out in italics has the same meaning as that expression has in the GST Act.

- (b) Except where express provision is made to the contrary, the *consideration* payable by either party under this Lease represents the *value* of the *taxable supply* for which the payment is to be made.
- (c) Subject to sub-clause (e), if a party makes a *taxable supply* in connection with this Lease, then the party liable to pay for the *taxable supply* must also pay, at the same time and in the same manner as the *value* is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.
- (d) If this Lease requires the Tenant to pay, reimburse or contribute to an amount paid or payable by the Landlord in respect of an *acquisition* from a third party for which the Landlord is entitled to claim an *input tax credit*, the amount required to be paid, reimbursed or contributed by the Tenant will be the *value* of the *acquisition* by the Landlord plus, if the Landlord's recovery from the Tenant is a *taxable supply*, any GST payable under sub-clause (c).
- (e) A party's right to payment under sub-clause (c) is subject to a valid *tax invoice* being delivered to the party liable to pay for the *taxable supply*.

3.16 Trees

Not to cut down, fell, injure, damage, ringbark, destroy or remove any growing or living timber or timber-like trees or dead wood standing or being in and upon the Property at the Commencement Date without the consent of the Landlord, other than to maintain the Property in a safe or working condition.

3.17 Soil

Not to quarry or remove any soil, sand, gravel or stone from the Property and to take all necessary steps as are lawful to prevent any other person from doing so.

3.18 Fences

- (a) To use, maintain and repair the Landlord's fences and electric fences (if any) on the Property, fair wear and tear excepted.
- (b) Not to alter or remove any fences on the Property without the consent of the Landlord.
- (c) If both the Landlord and Tenant agree that existing subdivisional fences are beyond repair, the Tenant may remove such subdivisional fences at its own cost.
- (d) In the event of any of the fences or other improvements on the property being destroyed or damaged by fire through any wilful act, default or omission of the

Tenant, the Tenant must, at its own expense, erect and make good the fences and other improvements which have been destroyed or damaged by the fire.

3.19 Water Rights

- (a) Not to transfer or assign, either permanently or temporarily (or purport to do so), the whole or any part of the water rights or entitlements pertaining to or enjoyed by the Property.
- (b) Not to mortgage or lease or rent any rights whatsoever to any other person or thing in relation to the water entitlements of the Property, without first obtaining the consent in writing of the Landlord.

3.20 Costs

The Landlord is to pay any and all costs, charges and expenses including the solicitor's reasonable costs of and incidental to the preparation, completion and execution of this Lease.

4. Landlord's Covenant

- (a) If the Tenant pays the rent and does not breach the Lease it may use and occupy the Property during the Lease without any interference from the Landlord or any person lawfully claiming under the Landlord subject to the provisions of the Lease and the Landlords rights under it.
- (b) The Landlord is to pay all Council rates and charges assessed or levied on the Property.
- (c) The Landlord will insure and keep insured all fences, buildings, plant and equipment on the Property to their full replacement value.

5. Mutual Covenants

It is expressly agreed and declared by and between the parties as follows:

5.1 Early Termination

In the event of either party to this agreement wishing to terminate prior to the expiration of the Term, written mutual agreement by both parties is required.

5.2 Default and Termination

- (a) Notwithstanding anything to the contrary contained in this Lease, the Landlord may end the Lease in any of the following circumstances:
 - (i) if the rent or any part of it or any other moneys owing to the Landlord under the Lease is in arrears of fourteen (14) days or more, whether formally demanded or not;
 - (ii) if the Tenant is a corporation and an order is made or a resolution is passed for the winding up except for reconstruction or amalgamation;
 - (iii) if the Tenant is a company and ceases or threatens to cease to carry on business or goes into liquidation, whether voluntary or otherwise, or is wound up or if a liquidator or receiver [in both cases whether a provisional or otherwise] is appointed;

- (iv) if the Tenant is a company and is placed under official management under Corporations Law or enters a composition or scheme of arrangement;
 - (v) if the interest of the Tenant under the Lease is taken in execution;
 - (vi) if the Tenant or any person claiming through the Tenant conducts any business from the leased Property after the Tenant has committed an act of bankruptcy.
- (b) In the circumstances set out in Clause 5.2(a), the Landlord may end the Lease by:
 - (i) notifying the Tenant that it is ending the Lease; or
 - (ii) re-entering the land, with force if necessary, and ejecting the Tenant and all other persons from the land and repossessing the land; or
 - (iii) doing both.

5.3 Arrangements Upon Termination of Lease

- (a) If the Landlord resumes occupation of the Property pursuant to Clause 5.2, the Tenant retains his ownership or rights to any of the goods, stock, materials or effects present on the Property which are owned or under the control of the Tenant at the time the Landlord takes possession.
- (b) If the Landlord requires removal of the Tenant's goods, stock, material and effects, the Landlord must give fourteen (14) days notice in writing to the Tenant at the address listed in Schedule 2 for the Tenant to remove the goods, stock, materials and effects.
- (c) If the Tenant has not removed the goods, stock, material and effects from the Property within fourteen (14) days of such notice, the Landlord may remove the Tenant's goods, stock, materials and effects from the Property to safe and adequate storage.
- (d) Upon application from the Tenant, the Landlord must within seven (7) days provide the address of where the Tenant's goods, stock, materials and effects are stored and provide reasonable access for the Tenant to take possession of the Tenant's goods, stock, materials and effects, subject to the Tenant paying such costs as may have been incurred by the Landlord in the removal and storage of those goods.

5.4 Interest Payable on Default

If the Tenant defaults for more than seven (7) days in payment of any moneys payable by him to the Landlord pursuant to the covenants and conditions contained or implied in this Agreement, the Tenant shall pay interest to the Landlord on the amount in default from the time it fell due until the default ceases, without prejudice to any of the Landlord's rights otherwise contained in this Agreement, at a rate of interest two (2) per centum per annum higher than the rate fixed pursuant to the *Penalty Interest Rates Act 1983* which is current on the due date for payment of the monies in respect of which the interest is payable. Interest will accrue and be calculated daily.

5.5 Essential Terms

- (a) In respect of the Tenant's obligation to pay rental the acceptance by the Landlord of arrears or of any late payment of rental shall not constitute a waiver of the essentiality of the Tenant's obligation to pay rental in respect of those arrears or of

the late payments or in respect of the Tenant's continuing obligation to pay rental during the Term.

- (b) The Tenant covenants to compensate the Landlord in respect of any breach of any term of this Agreement and the Landlord is entitled to recover damages from the Tenant in respect of such breaches. The Landlord's entitlement under this clause is in addition to any other remedy or entitlement to which the Landlord is entitled (including to terminate this Agreement).
- (c) In the event that the Tenant's conduct (whether acts or omissions) constitutes a repudiation of this Agreement (or of the Tenant's obligations under this Agreement) or constitutes a breach of any term of this Agreement, the Tenant covenants to compensate the Landlord for the loss or damage suffered by reason of the repudiation or breach.
- (d) The Landlord shall be entitled to recover damages against the Tenant in respect of repudiation or breach of covenant for the damage suffered by the Landlord during the entire term of this Agreement.
- (e) The Landlord's entitlement to recover damages shall not be affected or limited by any of the following:
 - (i) If the Tenant shall abandon or vacate the Property;
 - (ii) If the Landlord shall elect to re-enter and/or to terminate the Agreement;
 - (iii) If the Landlord shall accept the Tenant's repudiation;
 - (iv) If the parties conduct shall constitute a surrender by operation of law.
- (f) If the Landlord ends the Lease under this clause, the Tenant will not be released from liability for any prior breach and other remedies available to the Landlord for the recovery of arrears of rent or for breach of the Lease will not be prejudiced.

5.6 Damage to Property

If any buildings, stockyards or fences on or around the Property or any part thereof are destroyed or damaged by fire and provided any insurance effected by the Tenant shall not have been vitiated or payment of the claim is refused in consequence of some act or default by the Tenant, the rental in Schedule 7 or a fair proportion of such rental, according to the nature and extent of the damage sustained, shall be suspended until the buildings, stockyards or fences shall be repaired or rebuilt. Should the parties fail to agree upon a fair proportion of the rental, the parties shall follow the dispute resolution process set out in Clause 5.10 below. In the event an agreement is not reached through the dispute resolution process set out, the parties shall refer the matter to an arbitrator jointly agreed upon by the parties whose decision shall comply with the *Commercial Arbitration Act 2011* as may be amended from time to time.

5.7 Further Term and Overholding

- (a) The Landlord shall renew this Lease for the Further Term in Item 9 of the Schedule if:
 - (i) There is no un-remedied breach of this Lease by the Tenant of which the Landlord has given the Tenant written notice; and
 - (ii) The Tenant has not persistently committed breaches of this Lease of which the Landlord has given notice during the Term; and

- (iii) The Tenant has notified the Landlord in writing, not more than six (6) months and not less than three (3) months before the end of the Term, of the Tenant's intention to exercise the option to continue the Lease for the Further Term in Item 9 of the Schedule.
- (b) The renewed Lease:
 - (i) Commences on the day after this Lease ends;
 - (ii) Has a rental equal to the rental set out in Item 6 of the Schedule reviewed in accordance with Clause 2(b) plus GST; and
 - (iii) Contains the same terms as this Lease, but with no option for renewal after the last option for the Further Term stated in Item 9 has been exercised.
- (c) If the Tenant remains in possession of the Property without objection by the Landlord after the end of the Term:
 - (i) The Tenant, without any need for written notice, is a monthly Tenant on the conditions in this Lease, modified so as to apply to a monthly tenancy.
 - (ii) Either party may end the tenancy by giving one (1) months written notice to the other party.
 - (iii) The monthly rental will be one-twelfth (1/12) of the annual rental which the Tenant was paying immediately before the Term ended, adjusted in accordance with Schedule Item 8.

5.8 Sale of Property

In the event that the Landlord at any time during the term of this Agreement or any extension or renewal of it proposes to sell the Property, the Tenant shall permit all persons with written authority from the Landlord at reasonable times of the day to view the Property and the Tenant shall permit the Landlord to affix and retain without interference upon any convenient part of the leased Property a notice stating that the Property is for sale and the date and manner of sale provided that in so doing the Landlord shall endeavour to cause as little inconvenience to the Tenant as is practicable.

5.9 No Representations

The Tenant acknowledges and declares that no promise representation warranty or undertaking has been given by the Landlord or his representatives in respect of the suitability of the Property for any business or activity to be carried on by it or as to the fittings, finish or services of or to the Property otherwise than in this Agreement. In addition, the Tenant acknowledges that the Landlord has made no representation or warranty as to the lawfulness of any business or activity contemplated by the Tenant to be carried out on the Property. The Tenant must make its own inquiries in this regard.

5.10 Dispute Resolution

- (a) In the event of dispute between the parties they must attempt to resolve the dispute by the mediation procedure except disputes about unpaid rental and interest charged on it.
- (b) The mediation procedure is:
 - (i) a party may start mediation by serving a mediation notice on the other party.

- (ii) the notice must state that a dispute has arisen and identify what the dispute is.
 - (iii) the parties must jointly request appointment of a mediator. If the parties fail to agree on the appointment within seven (7) days of service of the mediation notice, either party may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator.
 - (iv) once the mediator has accepted the appointment the parties must comply with the mediator's instructions.
 - (v) if the dispute is not resolved within thirty (30) days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.
- (c) The mediator may fix the charges for the mediation which must be paid equally by the parties.
- (d) If the dispute is settled, all parties must sign the terms of agreement and these terms are binding on the parties.
- (e) The mediation is confidential and -
 - (i) statements made by the mediator or the parties, and
 - (ii) discussions between the participants to the mediation, before after or during the mediation,cannot be used in any legal proceedings.
- (f) It must be a term of the engagement of the mediator that the parties release the mediator from any court proceedings relating to the Lease or the mediation.
- (g) The mediator is not bound by the rules of natural justice and may discuss the dispute with a party in the absence of any other party.
- (h) This procedure shall apply before either party can commence any litigation in relation to the Lease except as set out in Clause 5.10(a) above.

5.11 Service of Notices

Any demand or notice made or given by either party to the other of them under or by virtue of this Agreement shall be deemed to be duly made or given if the same be in writing signed by the party giving such notice or his duly appointed agent and sent to the other party through the Post Office by registered letter addressed to the other of them at his last known place of abode or business. Special Conditions

This Lease is subject to any special conditions in Item 11 of the Schedule. If there is an inconsistency between a special condition and another provision of this Agreement, the special condition prevails.

6. Governing Law

- (a) This Agreement is governed by the law applicable in the State of Victoria, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of Victoria and Courts hearing Appeals from them.

- (b) The parties acknowledge that the *Retail Leases Act* 1994 does not apply to this Lease.

7. Interpretation

Wherever stated in this Agreement, unless in conflict with the contents:

- (a) The expression "the Landlord" and "the Tenant" as used shall be deemed to include the plural and in the case of an individual or individuals to include his or their executors, administrators and assigns.
- (b) Where there is more than one (1) Landlord and/or Tenant any covenant or agreement contained in this Agreement either expressly or impliedly made or to be observed by more than one (1) individual shall be deemed and construed to the joint and several covenant and agreement of such individual and to impose joint and several liability accordingly.
- (c) Words importing the singular shall be deemed to include the plural and words importing the masculine gender shall include the feminine or neuter genders and vice versa respectively.
- (d) Any reference to a person shall include a corporation and vice versa.
- (e) Any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation.

8. Entire Agreement

This is the entire agreement between the parties and may only be varied by a written Deed signed by all parties.

EXECUTED AS A DEED

SIGNED, SEALED AND DELIVERED by the
said Pamela Gwenyth Sprague

P. G. Sprague

of 495 Charlemont Road, Connemara VIC 3227

Usual Address

In the presence of:

J. Leach

Witness Signature

JUSTINE LEACH

Witness Name

5 Retreat Rd, Newtown VIC 3220

Witness Usual Address

EXECUTED by W Woods Pty Ltd ACN 075
673 264 pursuant to Section 127 of the
Corporations Act 2001 (Cth):

DocuSigned by:
Wayne Woods

Wayne John Woods (Director & Secretary)
of 80 Minya Lane, Breamlea VIC 3227

In the presence of:

DocuSigned by:
Matthew Poustie

Witness Signature

Matthew John Poustie

Witness Name

5 Retreat Road, Newtown VIC 3220

Witness Usual Address

SCHEDULE

Item 1	Landlord:	Pamela Gwenyth Sprague ABN 16 569 512 695 of 495 Charlemont Road, Connewarre VIC 3227
Item 2	Tenant:	W Woods Pty Ltd ACN 075 673 264 of 80 Minya Lane, Breamlea VIC 3227
Item 3	Property:	320 acres approx. located at 495 Charlemont Road, Connewarre VIC 3227 excluding the house block & driveway
Item 4	Term:	2 years
Item 5	Commencement Date:	1 st February 2025
Item 6	Rental:	\$80 per acre (plus GST), per annum = \$25,600 plus GST p.a = \$28,160 incl GST p.a = \$14,080 incl GST half-yearly
Item 7	Method of Payment:	To be paid half-yearly in advance by the 1 st day of February and August into the following account: <i>Westpac Bsb 733 226 Acc 729 097</i> (or as directed by the landlord)
Item 8	Method of Review:	Initial Term – Fixed Rental for 2 years Further Term – Fixed in accordance with Item 9
Item 9	Further Term:	2 years at \$90 per acre (plus GST) per annum for the period of the 01.02.2027 – 31.01.2029 (ie. \$31,680 incl GST p.a / \$15,840 incl GST half-yearly).
Item 10	Outgoings Payable by Tenant:	Tenant to pay all water usage costs attributed to farming the property. The Landlord is to pay all council & municipal rates associated with the property.
Item 11	Special Conditions:	1) The tenant is allowed to use the sheds to store cropping and farm equipment 2) After the commencement of the further term in Item 9, if at any time before the expiry of the Lease, the Landlord wishes to terminate the lease and for the Tenant to vacate, the Landlord must give the Tenant at least 1 year's notice to end the lease, and the lease termination date cannot conclude prior to the end of the growing season. 3) If the Tenant wishes to extend the Terms of the Lease after the expiry of the Further Term in Item 9, notice must be given to the Landlord no later than 1 September 2028 and Rental negotiations must be discussed prior to 1 November 2028.

4) The Tenant is approved to crop, make hay and graze sheep on the property and is not allowed to undertake cattle grazing activities on the property.

5) Clause 3.3(a) does not apply to the condition of the property as at the commencement date of the Lease. The Tenant acknowledges that the Property is currently in a less than desirable condition and agrees to undertake, at the Tenants cost, all necessary works to bring the Property to a good and substantial state of repair, order, and condition.

Upon completion of the repair works, the Tenant agrees to maintain the Property in the improved condition, in accordance with Clause 3.3(a) of the Lease.

