

# Contract of sale of land

Property:

Part 14 Murroon Road, Pennyroyal VIC 3243

Sewells Lawyers, 119 Murray Street, Colac VIC 3250



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# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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

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

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# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
  - as director of a corporation; or
  - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER**

on / / 2025

|  |
|--|
|  |
|  |

This offer will lapse unless accepted within [ 10 ] clear business days (3 clear business days if none specified)  
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR**

on / / 2025

|                                           |
|-------------------------------------------|
|                                           |
| James Vincent Gannon & Cheryl Rose Gannon |

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

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## Particulars of sale

### Vendor's estate agent

Name: HF Richardson Property Pty Ltd

Address: 5 Retreat Road, Newtown, VIC 3220

Email: admin@hfrichardson.com.au

Tel: 03 5229 8017

Mob:

Fax: 03 5222 4878

Ref:

### Vendor

Name: **JAMES VINCENT GANNON & CHERYL ROSE GANNON**

Address: 14 Murroon Road, Murroon, VIC 3242

ABN/ACN:

### Vendor's legal practitioner or conveyancer

Name: Sewells Lawyers

Address: 119 Murray Street, Colac VIC 3250

Email: djohnson@sewellslawyers.com.au

Tel: 03 5231 9400

Fax:

Ref: NLA:DSJ:24-2269

### Purchaser

Name:

Address:

ABN/ACN:

### Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel:

Fax:

DX:

Ref:

### Land (general conditions 7 and 13)

The land is described in the table below –

| Certificate of Title reference | being lot | on plan   |
|--------------------------------|-----------|-----------|
| Volume 11076 Folio 340         | 1         | PS305875J |

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

The land includes all improvements and fixtures.

### Property address

The address of the land is: Part 14 Murroon Road, Pennyroyal VIC 3243

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

Nil – vacant land

### Payment

Price \$

Deposit \$ payable on signing

Balance \$ payable at settlement

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

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

☒ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)

**is due on**       /       /       **or earlier by agreement**

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

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

**Lease** (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$

Approval date:       /       /20

**Building report**

☐ General condition 21 applies only if the box is checked

**Pest report**

☐ General condition 22 applies only if the box is checked

# Special Conditions

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

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

## 1. GC 23 – special condition

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.

## 2. GC 28 – special condition

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

## 3. INTERPRETATION

The parties agree that throughout this contract unless the context so requires, words importing the singular shall include the plural and vice versa and words referring to any one gender shall include the other and where more persons than one are included in the term “purchaser” their covenants hereunder shall be joint as well as several.

## 4. WHOLE AGREEMENT

The purchaser acknowledges there have been no representations made by or on behalf of the vendor other than as set out in this contract, and this contract contains all the warranties, conditions or other terms of sale which the purchaser believes should be embodied in this contract.

## 5. PLANNING LAWS AND IMPROVEMENTS

- 5.1 The purchaser buys the land subject to any restrictions on its use or development pursuant to the Planning and Environment Act 1987 and any Planning Scheme.
- 5.2 The purchaser buys the land subject to the present state of repair and condition of all improvements situate on the land and subject to any defects in the construction location state of repair or condition of the improvements at the day of sale and the vendor does not warrant that the improvements comply with current building legislation and the purchaser relies on the purchaser's own inquiries and inspections.

## 6. COMPANY PURCHASER

- 6.1 If the purchaser:
  - (a) is a corporation or trustee of a trust the purchaser shall deliver to the vendor a guarantee and indemnity in the form annexed guaranteeing the full observance and performance by the purchaser of every obligation of the purchaser under this contract duly signed by each and every director of the purchaser or trustee of the trust; or
  - (b) nominates a corporation as an additional or substituted purchaser (“the nominated purchaser”) then the nominated purchaser shall deliver to the vendor a guarantee and indemnity in the form annexed guaranteeing the full observance and performance by the nominated purchaser of every obligation of the purchaser under this contract duly signed by each and every director of the nominated purchaser.
- 6.2 If the duly signed guarantee and indemnity is not annexed to this contract at the time of exchange of parts the purchaser and if applicable the nominated purchaser will be deemed to be in default under this contract.

## **7. PURCHASERS INDEMNITY**

The purchaser indemnifies the vendor for all damage, loss, cost or liability incurred or suffered by the vendor caused or contributed to by the purchaser's failure to comply with this contract including, without limitation, liability incurred under another contract of sale.

## **8. DEPOSIT**

- 8.1 The deposit must be paid to the vendor's legal practitioner as stakeholders. The parties authorise the vendor's legal practitioner to invest the deposit in the name of the vendor's legal practitioner within a deposit taking institution and will make no claim whatsoever against the vendor's legal practitioner arising from or related to investment of the deposit pursuant to this special condition.
- 8.2 The vendor is entitled to any interest which accrues on the deposit unless the purchaser is entitled to a refund of the deposit, in which case the purchaser is entitled to the interest.
- 8.3 For the purpose of this special condition 'interest' means the difference between all interest payable in respect of the investment referred to in the first sub-clause of this special condition and all stamp and other duties payable in respect of that investment.
- 8.4 Where the vendor's legal practitioner continues to hold the deposit as stakeholder beyond Thirty June in any year, the vendor is entitled to all interest earned during the period ending Thirty June of that year but such interest must be held by the vendor's legal practitioner on the vendor's behalf until the deposit is released from stakeholding. If the purchaser becomes entitled to the deposit the vendor must pay to the purchaser an amount equal to all interest so earned (less an estimate for the vendors' liability for income tax thereon) and irrevocably directs the vendor's legal practitioner to pay and apply the interest held by them accordingly.

## **9. GOODS**

- 9.1 The property in any goods sold by this contract shall not pass to the purchaser until payment of the whole of the purchase money.
- 9.2 The purchaser acknowledges that the goods are not new and no warranty is given as to their condition or fitness for purpose.

## **10. FOREIGN INVESTMENT**

- 10.1 The purchaser warrants that Foreign Investment Review Board Approval is not required for its purchase of the Property from the vendor;
- 10.2 The purchaser acknowledges that the vendor is relying on the purchaser's warranty contained in this sub-clause;
- 10.3 The purchaser indemnifies the vendor against all loss or damage including and consequential loss which the vendor may suffer as a consequence of the vendor having relied upon the purchaser's warranty when entering into this contract; and
- 10.4 If this contract does not proceed to settlement or final settlement as a consequence of the purchaser's breach of the warranty contained in this sub-clause the deposit paid by the purchaser will be forfeited to the vendor as its absolute property.

## **11. SOUTHERN RURAL WATER LICENCES**

- 11.1 The vendor agrees to sign any documents provided by the purchaser as are reasonably required to transfer Registration Licence relating to WRK031611, WRK031974 and WRK038615 with Southern Rural Water ("the SRW Licence") to the purchaser at the purchaser's expense.
- 11.2 The annual fee payable in respect of the SRW Licence will be adjusted at settlement.
- 11.3 The parties agree that neither the price nor this contract is conditional upon the transfer of the SRW Licence being effected by Southern Rural Water.
- 11.4 General condition 9 shall not apply to this special condition.

## GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment:

☒ No

☐ Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

The purchaser is not required to withhold an amount for GST to pay to the Commissioner of Taxation pursuant to section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

### GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid: ☐ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;

- (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or

- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
  - (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
  - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
  - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
- 

## Money

### 14. DEPOSIT

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

- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

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

## 17. SETTLEMENT

- 17.1 At settlement:

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

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

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

## 22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

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

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

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

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

### 28. NOTICES

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

### 29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7

days preceding and including the settlement day.

### 30. TERMS CONTRACT

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

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

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

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

### 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

### 32. BREACH

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

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

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## 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

TO: The Vendor named in the Schedule

In consideration of the Vendor at the request of the Guarantor named in the Schedule having agreed to sell the land described in the annexed Contract of Sale ("Contract") to the Purchaser named in the Schedule the Guarantor guarantees to the Vendor the due and punctual payment by the Purchaser of all monies payable or which become payable set out in the Contract ("the monies secured") and also the due performance and observance by the Purchaser of all the obligations contained or implied in the Contract and on the part of the Purchaser to be performed and observed and the Guarantor acknowledges the Guarantor has read the Contract and has access to a copy and that this Guarantee is given subject to the following conditions:

- A. If the Purchaser fails to pay the Vendor when due any part of the monies secured the Guarantor will immediately pay such monies to the Vendor.
- B. If the Purchaser fails to perform or observe any obligations under the Contract the Guarantor will immediately carry out and perform the same.
- C. The Guarantor is deemed jointly and severally liable with the Purchaser (in lieu of being merely a surety) for payment of the monies secured and in the performance of the obligations of the Purchaser and the Vendor need not make any claim or demand on or take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to perform the obligations herein.
- D. No time or other indulgence granted by the Vendor to the Purchaser shall affect a liability of the Guarantor hereunder and the liability of the Guarantor continues in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.
- E. This Guarantee and Indemnity shall at all times be valid and enforceable against the Guarantor notwithstanding:
  - (a) The Contract is void or cannot be legally enforced against the Purchaser for reasons arising out of an act, omission, state or condition of the Purchaser.
  - (b) The Purchaser was prohibited (whether expressly or by implication) by law contract or otherwise from entering into the Contract or was without capacity or under some legal disability.
  - (c) The Vendor had or ought to have had knowledge of any matter referred to in sub-paragraphs (a) or (b).
- F. Until the Vendor has received the monies secured the Guarantor shall not be entitled to claim the benefit of any security for the time being held by the Guarantor against the Purchaser or either directly or indirectly to claim or receive the benefit of any dividend or payment on the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed or arrangement or a composition in satisfaction of its debts or a scheme of arrangement of its affairs the Guarantor shall not be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantor to the full amount of this Guarantee the monies secured. The Guarantor further covenants with the Vendor after the Purchaser goes into liquidation to pay to the Vendor all sums of money received by the Guarantor for credit of any account of the Purchaser and for which the Guarantor may in any liquidation or official management of the Purchaser be obliged to account or may in its discretion so account.

## SCHEDULE

Vendor: James Vincent Gannon & Cheryl Rose Gannon of 14 Murroon Road, Murroon, VIC 3242

Purchaser:

of

Guarantor:

Signed as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

SIGNED SEALED AND DELIVERED by \_\_\_\_\_ )  
the Guarantor in the presence of: \_\_\_\_\_ )

Witness

Guarantor

Name (please print)

SIGNED SEALED AND DELIVERED by \_\_\_\_\_ )  
the Guarantor in the presence of: \_\_\_\_\_ )

Witness

Guarantor

Name (please print)

Sewells Lawyers

# VENDOR'S STATEMENT PURSUANT TO 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.*

**VENDOR**                **JAMES VINCENT GANNON AND CHERYL ROSE GANNON**

**PROPERTY**           **Part of 14 Murroon Road, Pennyroyal VIC 3243**

## **1. FINANCIAL MATTERS**

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

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

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

Nil.

### **1.3 Terms Contract**

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

Not Applicable.

### **1.4 Sale Subject to Mortgage**

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

Not Applicable.

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

|                                                                                                                                                                                                                                         |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| (a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows | AVPCC No. 550        |
| (b) Is the land tax reform scheme land within the meaning of the CIPT Act?                                                                                                                                                              | No                   |
| (c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows    | Date: 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 vendors 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

### 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:

Nil.

#### 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:

Nil.

#### BUT NOTE:

The vendor has no means of knowing of all decisions of Public Authorities and Government Departments affecting the property unless communicated to the vendor. There may also be proposed amendments to the Planning Scheme which may affect the property and the purchaser should make their own enquiries as to any proposed amendments.

#### 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 <input checked="" type="checkbox"/> | Gas supply <input checked="" type="checkbox"/> | Water supply <input checked="" type="checkbox"/> | Sewerage <input checked="" type="checkbox"/> | Telephone services <input checked="" type="checkbox"/> |
|--------------------------------------------------------|------------------------------------------------|--------------------------------------------------|----------------------------------------------|--------------------------------------------------------|

#### 9. TITLE

Attached are copies of the following documents concerning the title:

##### 9.1 Registered Title

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

#### 10. SUBDIVISION

##### 10.1 Unregistered Subdivision

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

Not Applicable.

##### 10.2 Staged Subdivision

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

Not Applicable.

##### 10.3 Further Plan of Subdivision

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

Not Applicable.

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12. DUE DILIGENCE CHECKLIST

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

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

## 13. ATTACHMENTS

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

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

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

- (a) Register Search Statement of Certificate of Title Volume 11076 Folio 340
- (b) Plan of Subdivision PS305875J
- (c) Title Plan 880227V
- (d) Title Plan 879690D
- (e) Department of Energy, Environment and Climate Action, Property Report
- (f) Department of Energy, Environment and Climate Action, Planning Property Report
- (g) Planning Certificate
- (h) Colac Otway Shire Council, Land Information Certificate
- (i) State Revenue Office, Land Tax Clearance Certificate
- (j) State Revenue Office, Commercial and Industrial Property Tax Clearance Certificate
- (k) State Revenue Office, Windfall Gains Tax Clearance Certificate
- (l) Vic Roads, Roads Property Certificate
- (m) Southern Rural Water Information Statement
- (n) Department of Environment, Land, Water & Planning Search Certificate

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.

|                    |                                                                                   |                  |
|--------------------|-----------------------------------------------------------------------------------|------------------|
| Vendor's name      | James Vincent Gannon                                                              | Date<br>24/10/25 |
| Vendor's signature |  |                  |
| Vendor's name      | Cheryl Rose Gannon                                                                | Date<br>24/10/25 |
| Vendor's signature |  |                  |

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

**Purchaser's  
name**

**Date**  
/ /

**Purchaser's  
signature**

**Purchaser's  
name**

**Date**  
/ /

**Purchaser's  
signature**



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

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

Page 1 of 1

VOLUME 11076 FOLIO 340

Security no : 124128944805G  
Produced 14/10/2025 09:02 AM

### LAND DESCRIPTION

Lot 1 on Plan of Subdivision 305875J.

PARENT TITLES :

Volume 10052 Folio 650      Volume 10154 Folio 455

Created by instrument AF907982L 16/06/2008

### REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

JAMES VINCENT GANNON

CHERYL ROSE GANNON both of 370 ANDERSONS ROAD MURROON VIC 3243

AF907982L 16/06/2008

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG071671B 09/09/2008

NATIONAL AUSTRALIA BANK LTD

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

### DIAGRAM LOCATION

SEE PS305875J FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

| NUMBER        |                      | STATUS     | DATE       |
|---------------|----------------------|------------|------------|
| AZ615182Y (B) | CREATION OF EASEMENT | Registered | 01/10/2025 |
| AZ615200A (B) | CREATION OF EASEMENT | Registered | 10/10/2025 |
| AZ615201X (B) | CREATION OF EASEMENT | Registered | 10/10/2025 |

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

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

Street Address: 14 MURROON ROAD PENNYROYAL VIC 3235

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD

Effective from 01/10/2025

DOCUMENT END

# Imaged Document Cover Sheet

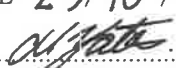
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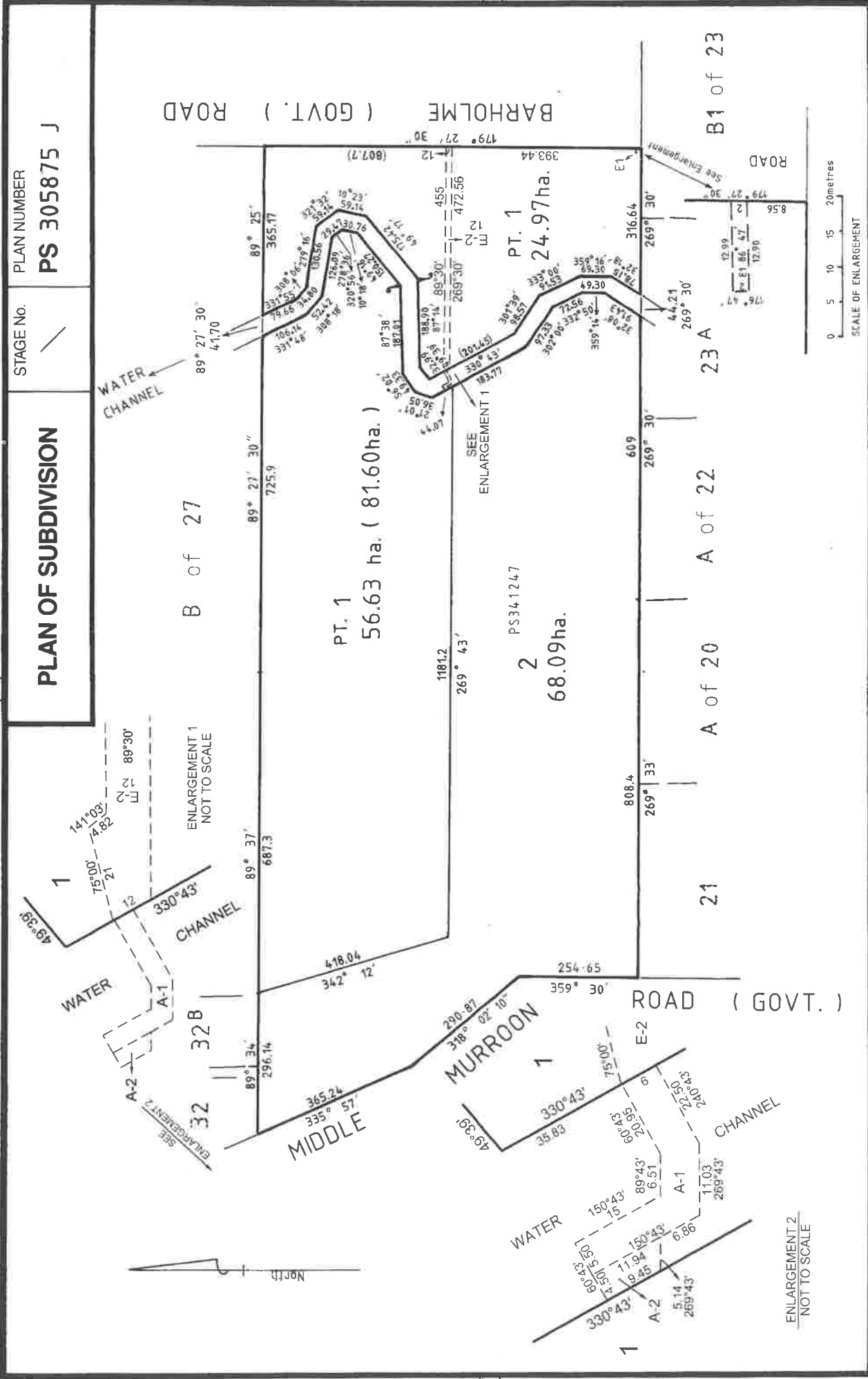
|                                                 |                         |
|-------------------------------------------------|-------------------------|
| Document Type                                   | <b>Plan</b>             |
| Document Identification                         | <b>PS305875J</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>3</b>                |
| Document Assembled                              | <b>14/10/2025 09:02</b> |

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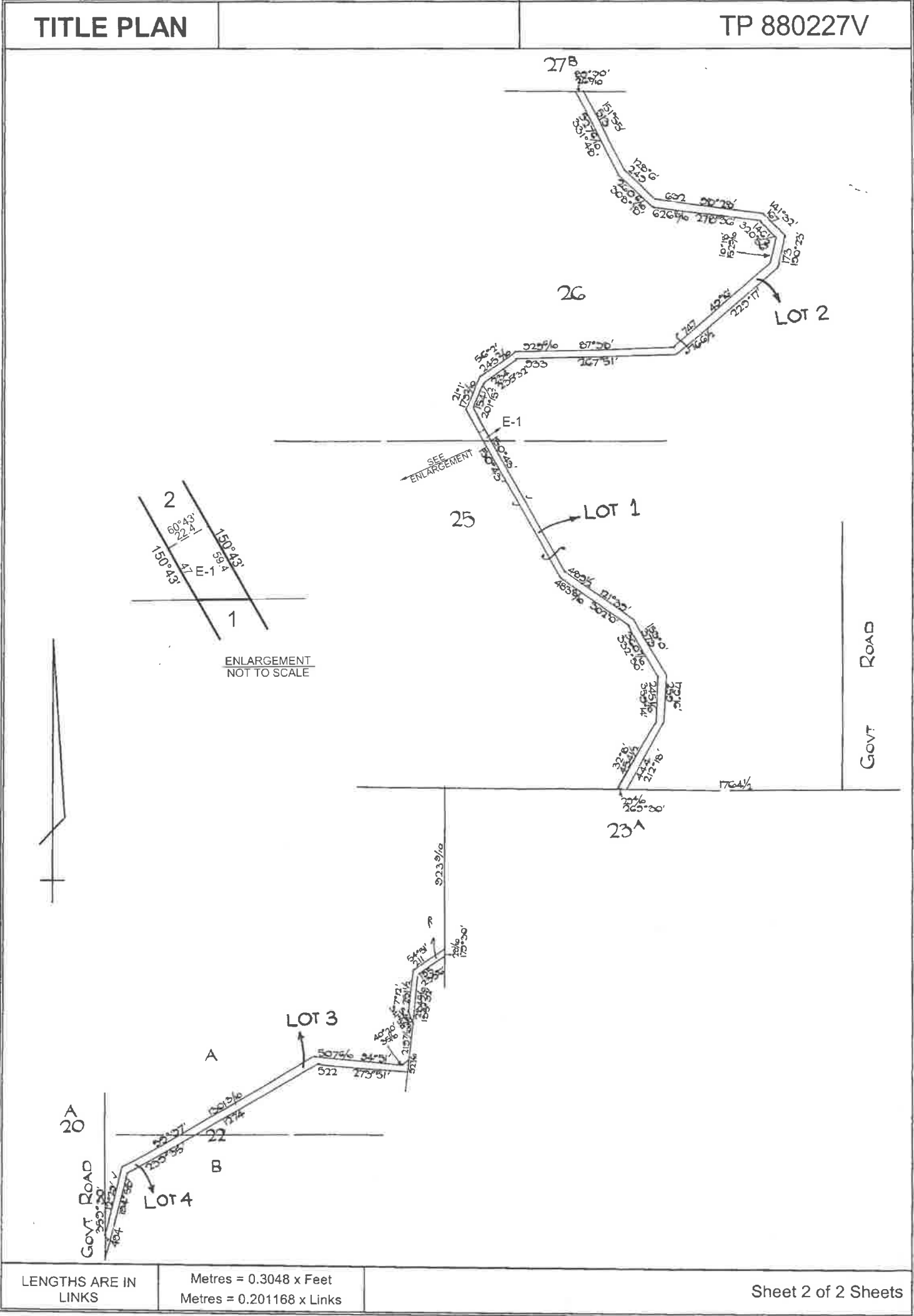
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                    |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 |                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PLAN OF SUBDIVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |                | STAGE NO.<br>/                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | LTO use only<br>EDITION 4       | Plan Number<br>PS 305875 J                                                                                                                                                                                        |
| <b>Location of Land</b><br><b>Parish:</b> MURROON<br><b>Township:</b> _____<br><b>Section:</b> _____<br><b>Crown Allotment:</b> 32C, Parr 25, 26, 32, Sub.A of 33<br><b>Crown Portion:</b> _____<br>Part of a former Government Road<br><b>LTO Base Record:</b> Parish (3239)<br><b>Title Reference:</b> vol.8523 fol.800 vol.9053 fol.603<br><b>Last Plan Reference:</b><br><b>Postal Address:</b> Barholme Lane, Murroon via Birregurra<br>(at time of subdivision)<br><b>AMG Co-ordinates</b> E 746200 Zone: 54<br>(of approx. centre of land in plan) N 5744400 |                    |                | <b>Council Certificate and Endorsement</b><br>Council Name: Shire of Winchelsea Ref: S610<br>1. This plan is certified under section 6 of the Subdivision Act 1988.<br>2. <del>This plan is certified under section 11(7) of the Subdivision Act 1988.</del><br><del>Date of original certification under section 6</del> / /<br>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.<br><u>OPEN SPACE</u><br>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 <del>has</del> /has not been made.<br>(ii) The requirement has been satisfied.<br>(iii) The requirement is to be satisfied in Stage.....<br>Council delegate<br><del>Council seal</del><br>Date 17 / 6 / '91<br>Re-certified under section 11(7) of the Subdivision Act 1988<br>Council Delegate<br>Council Seal<br>Date / / |                                 |                                                                                                                                                                                                                   |
| <b>Vesting of Roads and/or Reserves</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                | <b>Notations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                 |                                                                                                                                                                                                                   |
| Identifier Council/Body/Person                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |                | <b>Staging</b> This is/is not a staged subdivision<br>Planning Permit No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 |                                                                                                                                                                                                                   |
| NIL NIL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                | <b>Depth Limitation</b> does not apply                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                 |                                                                                                                                                                                                                   |
| <b>Survey</b> This plan is/ <del>is not</del> based on survey<br>This survey has been connected to permanent marks no(s) 7 & 33<br>In Proclaimed Survey Area No. _____                                                                                                                                                                                                                                                                                                                                                                                              |                    |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 |                                                                                                                                                                                                                   |
| <b>Easement Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 | <b>LTO use only</b>                                                                                                                                                                                               |
| <b>Legend:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 | Statement of Compliance/<br>Exemption Statement                                                                                                                                                                   |
| Easement Reference                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Purpose            | Width (Metres) | Origin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Land Benefited/In Favour Of     | Received <input checked="" type="checkbox"/><br>Date 3 / 7 / '91                                                                                                                                                  |
| E 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Electricity supply | 2              | C/E J.369274                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | S.E.C.V.                        | <b>LTO use only</b><br>PLAN REGISTERED<br>TIME<br>DATE 29/10/'91<br><br>Assistant Registrar of Titles<br>Sheet 1 of 2 Sheets |
| E-2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | CARRIAGEWAY        | SEE DIAG.      | AZ615182Y                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | BARWON REGION WATER CORPORATION |                                                                                                                                                                                                                   |
| A-1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | CARRIAGEWAY        | SEE DIAG.      | AZ615200A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | LOT 1 ON THIS PLAN              |                                                                                                                                                                                                                   |
| A-2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | CARRIAGEWAY        | SEE DIAG.      | AZ615201X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | LOT 1 ON THIS PLAN              |                                                                                                                                                                                                                   |
| HARRY REED<br>LICENSED LAND SURVEYOR<br>R 15,4390 GRA 3249 ph. 052-331566                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                | LICENSED SURVEYOR (PRINT) Harry James Reed<br>SIGNATURE..... DATE / /<br>REF 74 VERSION 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 | DATE / /<br>COUNCIL DELEGATE SIGNATURE<br>Original sheet size A3                                                                                                                                                  |



|                                                                               |  |                             |  |                  |  |                                                                   |  |                       |  |                                                               |  |
|-------------------------------------------------------------------------------|--|-----------------------------|--|------------------|--|-------------------------------------------------------------------|--|-----------------------|--|---------------------------------------------------------------|--|
| HARRY REED<br>LICENSED LAND SURVEYOR<br>RMB.6380 CORAGULAR 3249 ph.052-331566 |  | ORIGINAL<br>SCALE<br>1:7500 |  | SHEET SIZE<br>A3 |  | LICENSED SURVEYOR (PRINT) Harry James Reed<br>SIGNATURE<br>REF 74 |  | DATE / /<br>VERSION 1 |  | SHEET 1 OF 2 SHEETS<br>DATE / /<br>COUNCIL DELEGATE SIGNATURE |  |
|-------------------------------------------------------------------------------|--|-----------------------------|--|------------------|--|-------------------------------------------------------------------|--|-----------------------|--|---------------------------------------------------------------|--|

[illegible]

|                                                                                                                                                                            |             |                                                    |                                                                             |                                |                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------------------------------------|-----------------------------------------------------------------------------|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TITLE PLAN                                                                                                                                                                 |             | EDITION 2                                          |                                                                             | TP 880227V                     |                                                                                                                                                                                        |
| Location of Land                                                                                                                                                           |             |                                                    | Notations                                                                   |                                |                                                                                                                                                                                        |
| Parish : MURROON                                                                                                                                                           |             |                                                    |                                                                             |                                |                                                                                                                                                                                        |
| Township : -                                                                                                                                                               |             |                                                    |                                                                             |                                |                                                                                                                                                                                        |
| Section : -                                                                                                                                                                |             |                                                    |                                                                             |                                |                                                                                                                                                                                        |
| Crown Allotment: 25 (PT) & 26 (PT)                                                                                                                                         |             |                                                    |                                                                             |                                |                                                                                                                                                                                        |
| 22 SUBDIVISION A (PT) & B (PT)                                                                                                                                             |             |                                                    |                                                                             |                                |                                                                                                                                                                                        |
| Crown Portion: -                                                                                                                                                           |             |                                                    |                                                                             |                                |                                                                                                                                                                                        |
| Last Plan Reference : -                                                                                                                                                    |             |                                                    | ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN |                                |                                                                                                                                                                                        |
| Derived From : VOL. 8187 FOL. 108                                                                                                                                          |             |                                                    |                                                                             |                                |                                                                                                                                                                                        |
| Depth Limitation : -                                                                                                                                                       |             |                                                    |                                                                             |                                |                                                                                                                                                                                        |
| EASEMENT INFORMATION                                                                                                                                                       |             |                                                    |                                                                             |                                | THIS PLAN HAS BEEN PREPARED BY<br>LAND REGISTRY, LAND VICTORIA FOR<br>TITLE DIAGRAM PURPOSES<br><br>COMPILED: Date 4/10/06<br><br>VERIFIED: A. DALLAS<br>Assistant Registrar of Titles |
| Legend: A - Appurtenant Easement E - Encumbering Easement R- Encumbering Easement (Road)                                                                                   |             |                                                    |                                                                             |                                |                                                                                                                                                                                        |
| Easement Reference                                                                                                                                                         | Purpose     | Width (Links)                                      | Origin                                                                      | Land Benefitted / In Favour Of |                                                                                                                                                                                        |
| E-1                                                                                                                                                                        | CARRIAGEWAY | SEE DIAG                                           | AZ615201X                                                                   | VOL.11076 FOL.340              |                                                                                                                                                                                        |
|                                                                                                                                                                            |             |                                                    |                                                                             |                                |                                                                                                                                                                                        |
| SEE SHEET 2 FOR DIAGRAM                                                                                                                                                    |             |                                                    |                                                                             |                                |                                                                                                                                                                                        |
| TABLE OF PARCEL IDENTIFIERS                                                                                                                                                |             |                                                    |                                                                             |                                |                                                                                                                                                                                        |
| WARNING: Where multiple parcels are referred to or shown on the Title Plan this does Not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962 |             |                                                    |                                                                             |                                |                                                                                                                                                                                        |
| LOT 1 = CA 25 (PT)<br>LOT 2 = CA 26 (PT)<br>LOT 3 = CA 22 SUBDIVISION A (PT)<br>LOT 4 = CA 22 SUBDIVISION B (PT)                                                           |             |                                                    |                                                                             |                                |                                                                                                                                                                                        |
| LENGTHS ARE IN LINKS                                                                                                                                                       |             | Metres = 0.3048 x Feet<br>Metres =0.201168 x Links |                                                                             | Sheet 1 of 2 Sheets            |                                                                                                                                                                                        |



LENGTHS ARE IN LINKS

Metres = 0.3048 x Feet  
Metres = 0.201168 x Links

Sheet 2 of 2 Sheets

## MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

# PLAN NUMBER

TP880227V

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

[illegible]

13/10/25 22:04:03 +00:00

MODIFICATION TABLE  
RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

TP879690D

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

| AFFECTED<br>LAND/PARCEL | LAND/PARCEL<br>IDENTIFIER<br>CREATED | MODIFICATION         | DEALING<br>NUMBER | DATE     | EDITION<br>NUMBER | ASSISTANT<br>REGISTRAR<br>OF TITLES |
|-------------------------|--------------------------------------|----------------------|-------------------|----------|-------------------|-------------------------------------|
| LAND HEREIN             | E-1                                  | CREATION OF EASEMENT | AZ615200A         | 22/09/25 | 2                 | YZ                                  |
|                         |                                      |                      |                   |          |                   |                                     |
|                         |                                      |                      |                   |          |                   |                                     |
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|                         |                                      |                      |                   |          |                   |                                     |
|                         |                                      |                      |                   |          |                   |                                     |
|                         |                                      |                      |                   |          |                   |                                     |

# PROPERTY REPORT

Created at 14 October 2025 09:16 AM

## PROPERTY DETAILS

Address: **14 MURROON ROAD PENNYROYAL 3235**

Lot and Plan Number: **This property has 7 parcels. See table below**

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

Local Government Area (Council): **COLAC OTWAY**

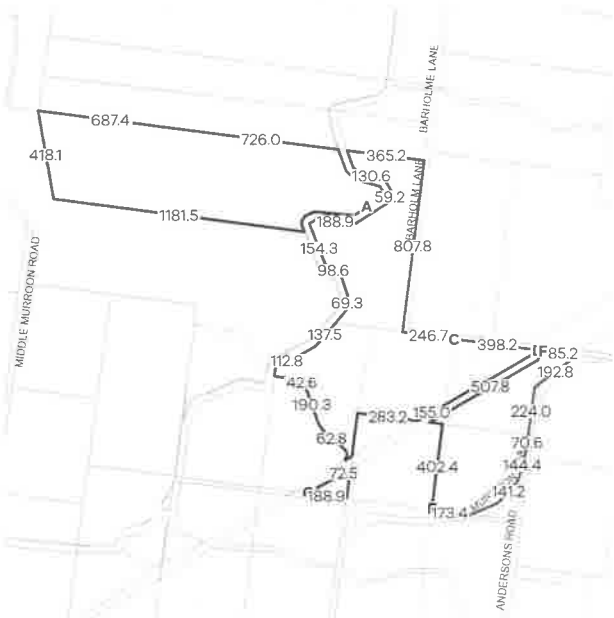
Council Property Number: **12199**

Directory Reference: **Vicroads 92 F8**

[www.colacotway.vic.gov.au](http://www.colacotway.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 1427627 sq. m (142.76 ha)

**Perimeter:** 12.06 km

For this property:

- Site boundaries
- Road frontages

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

44 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        | Lot/Plan or Crown Description | SPI        |
|-------------------------------|------------|-------------------------------|------------|
| A Lot1 PS305875               | 1\PS305875 | E Lot 6 TP161617              | 6\TP161617 |
| B Lot1 TP161617               | 1\TP161617 | F Lot 7 TP161617              | 7\TP161617 |
| C Lot 2 TP161617              | 2\TP161617 | G Lot 1 TP884338              | 1\TP884338 |
| D Lot 3 TP161617              | 3\TP161617 |                               |            |

## 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: **POLWARTH**

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

### Area Map



# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 14 October 2025 09:18 AM

## PROPERTY DETAILS

Address: **14 MURROON ROAD PENNYROYAL 3235**

Lot and Plan Number: **More than one parcel - see link below**

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

Local Government Area (Council): **COLAC OTWAY**

[www.colacotway.vic.gov.au](http://www.colacotway.vic.gov.au)

Council Property Number: **12199**

Planning Scheme: **Colac Otway**

[Planning Scheme - Colac Otway](#)

Directory Reference: **Vicroads 92 F8**

This property has 7 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: **POLWARTH**

**OTHER**

Registered Aboriginal Party: **Eastern Maar Aboriginal Corporation**

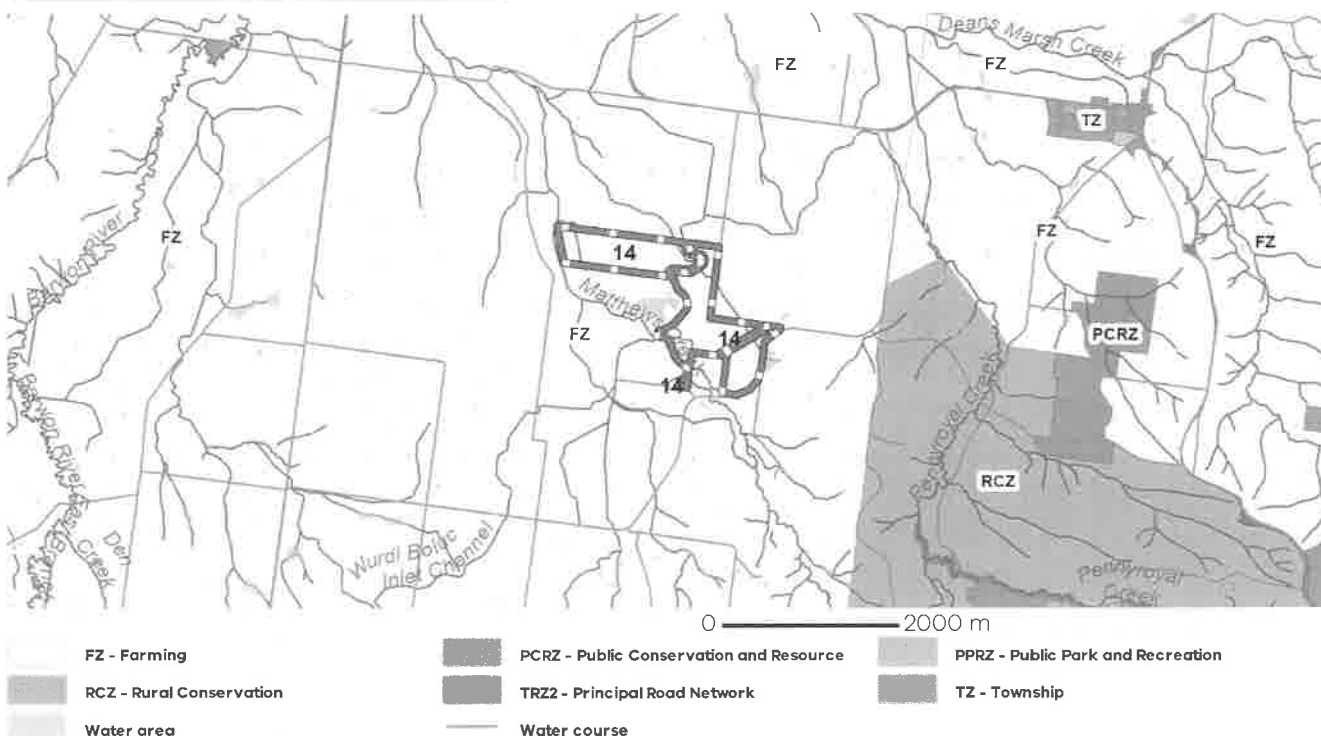
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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



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

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

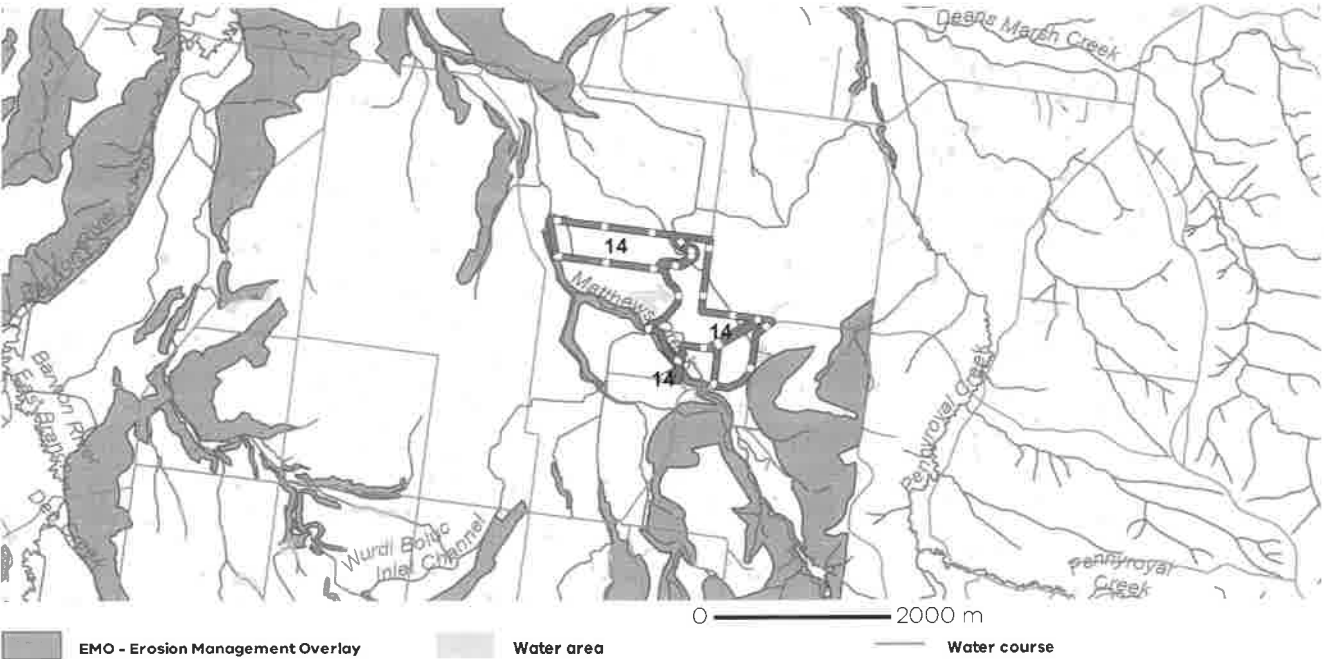
PLANNING PROPERTY REPORT: 14 MURROON ROAD PENNYROYAL 3235

Page 1 of 6

Planning Overlays

EROSION MANAGEMENT OVERLAY (EMO) (COLAC OTWAY)

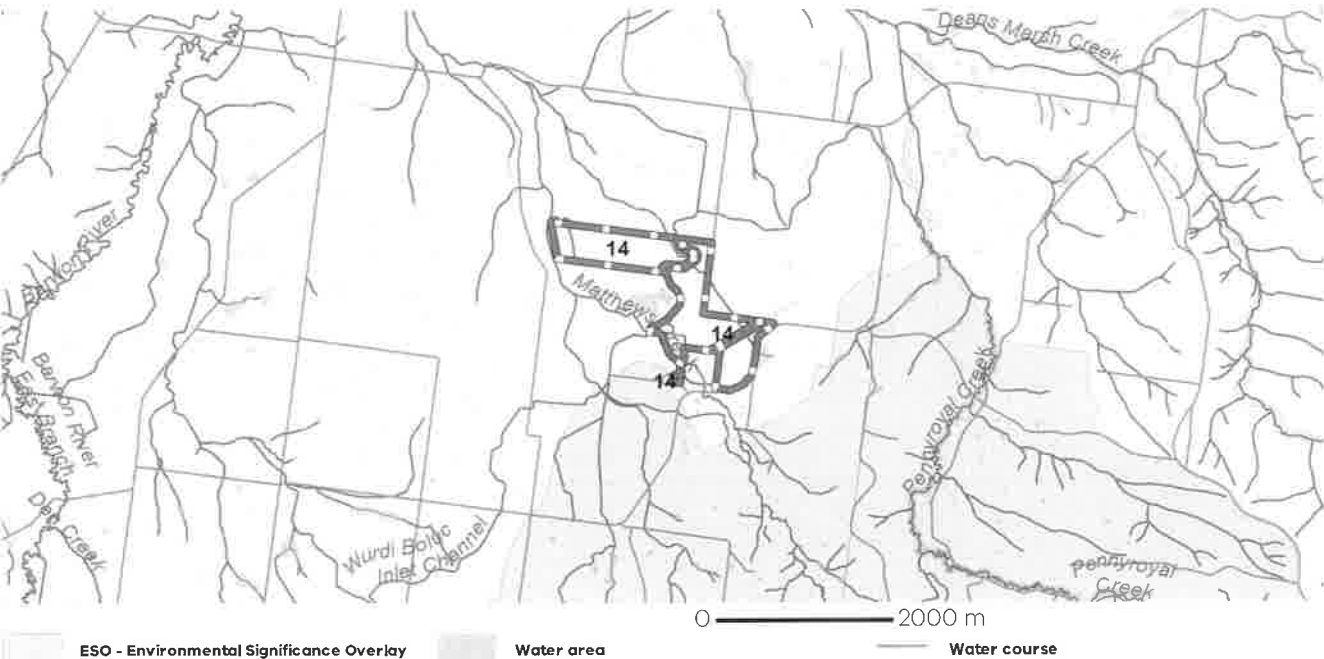
EROSION MANAGEMENT OVERLAY - SCHEDULE 1 (EMO1) (COLAC OTWAY)



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

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) (COLAC OTWAY)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 3 (ESO3) (COLAC OTWAY)



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

## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

BUSHFIRE MANAGEMENT OVERLAY (BMO) (SURF COAST)

BUSHFIRE MANAGEMENT OVERLAY (BMO) (COLAC OTWAY)

DESIGN AND DEVELOPMENT OVERLAY (DDO) (SURF COAST)

HERITAGE OVERLAY (HO) (SURF COAST)

HERITAGE OVERLAY (HO) (COLAC OTWAY)

LAND SUBJECT TO INUNDATION OVERLAY (LSIO) (SURF COAST)

LAND SUBJECT TO INUNDATION OVERLAY (LSIO) (COLAC OTWAY)

RESTRUCTURE OVERLAY (RO) (COLAC OTWAY)

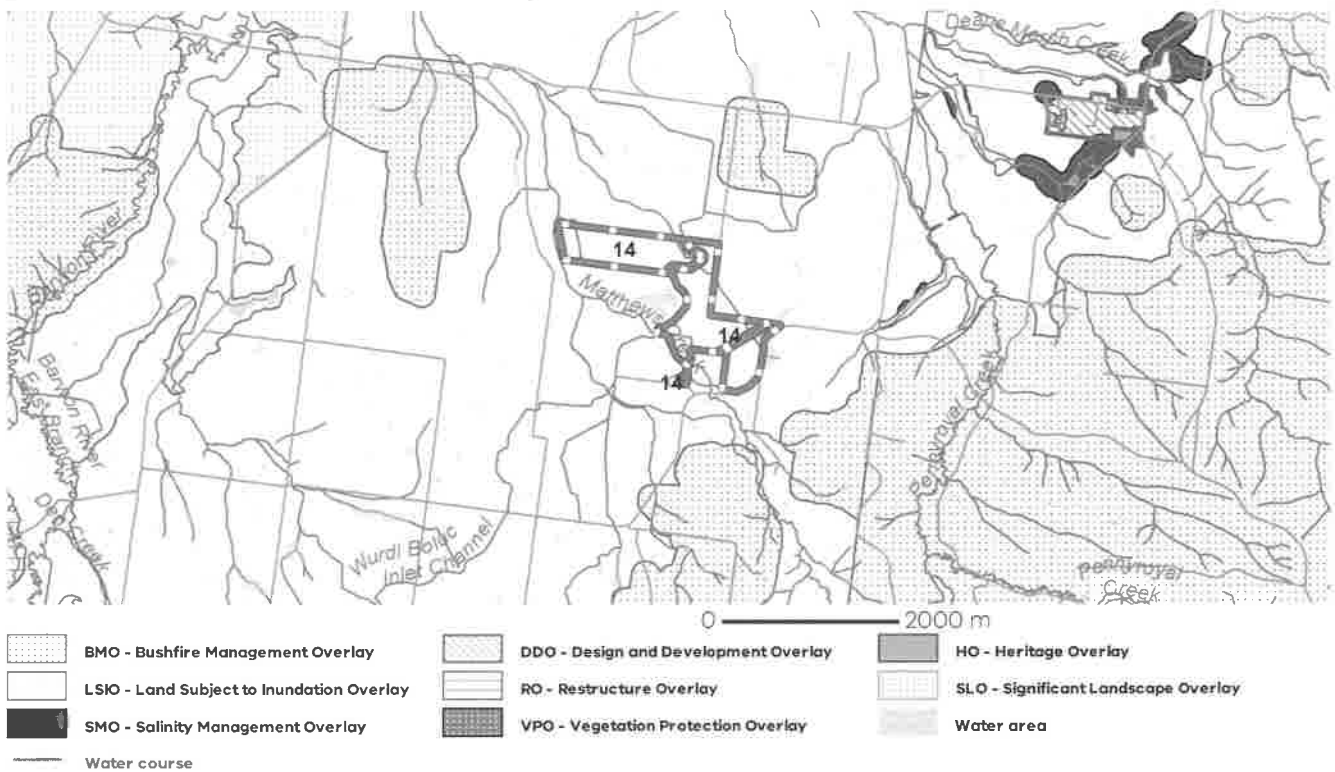
RESTRUCTURE OVERLAY (RO) (SURF COAST)

SIGNIFICANT LANDSCAPE OVERLAY (SLO) (COLAC OTWAY)

SALINITY MANAGEMENT OVERLAY (SMO) (SURF COAST)

VEGETATION PROTECTION OVERLAY (VPO) (SURF COAST)

VEGETATION PROTECTION OVERLAY (VPO) (COLAC OTWAY)



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.

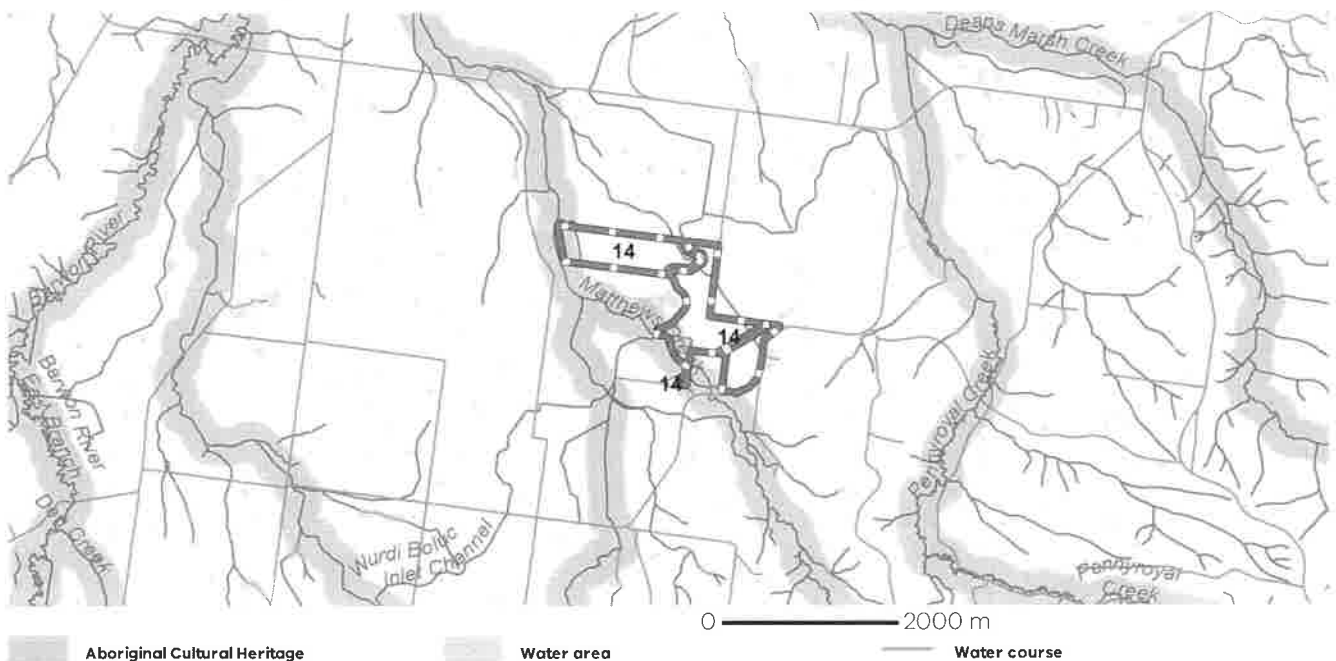
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this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

<https://heritage.achris.vic.gov.au/govQuestion1.aspx>

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



## Further Planning Information

Planning scheme data last updated on 9 October 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.vic.gov.au/vicplan/>

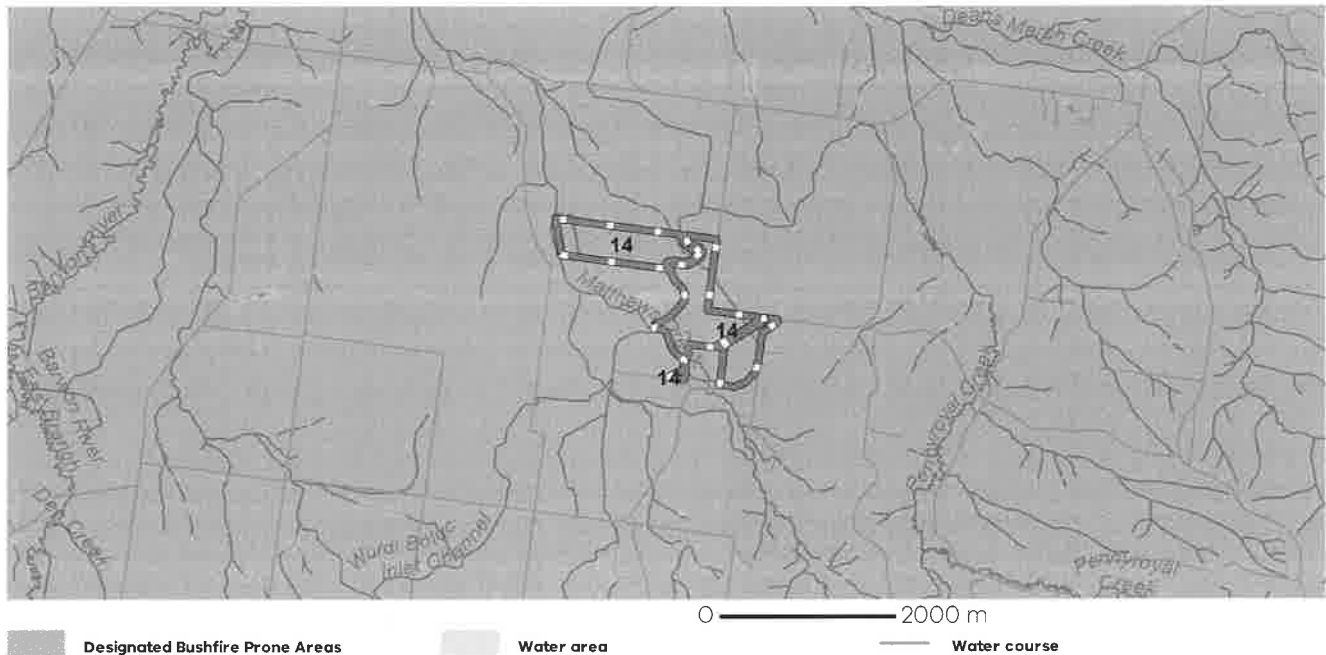
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## 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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1188578

## APPLICANT'S NAME & ADDRESS

SEWELLS LAWYERS C/- INFOTRACK (LEAP) C/- LANDATA  
DOCKLANDS

## VENDOR

GANNON, JAMES VINCENT

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

353878

This certificate is issued for:

LOT 1 PLAN PS305875 ALSO KNOWN AS 14 MURROON ROAD PENNYROYAL  
COLAC OTWAY SHIRE

The land is covered by the:

COLAC OTWAY PLANNING SCHEME

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

The land:

- is included in a FARMING ZONE
- is within a EROSION MANAGEMENT OVERLAY - SCHEDULE 1

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

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

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

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

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

14 October 2025

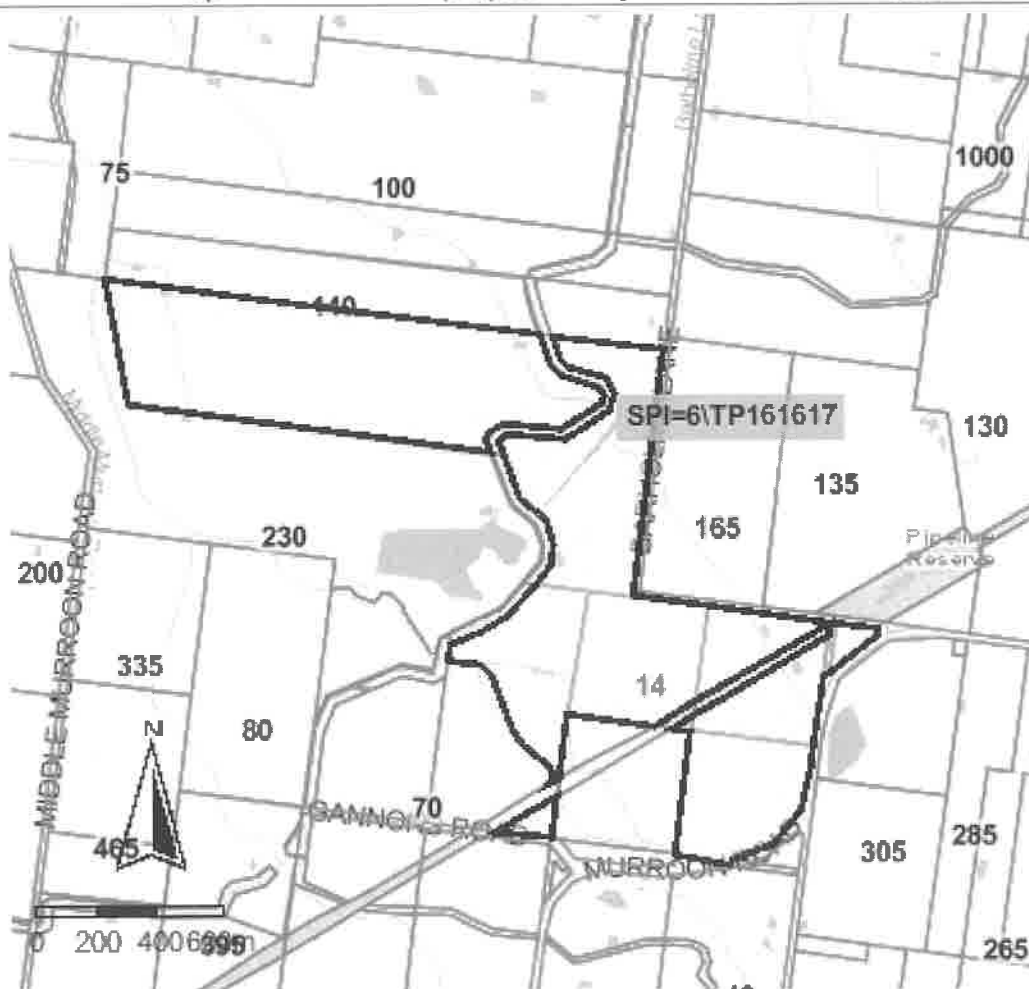
**Sonya Kilkenny**  
Minister for Planning

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](mailto: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](http://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.



# LAND INFORMATION CERTIFICATE

(Issued pursuant to Section 229 Local Government Act 1989)



Colac Otway  
SHIRE

CERTIFICATE NO: 18536

DATE ISSUED: 15/10/2025

YOUR REF NO: 78413101-013-7

ABN: 32 430 819 755

PO Box 283, Colac VIC 3250

Phone: 03 5232 9400

Email: [info@colacotway.vic.gov.au](mailto:info@colacotway.vic.gov.au)

RATING YEAR 1 JULY 2025 TO 30 JUNE 2026

## PROPERTY DETAILS

|                       |                                                                                                                                                    |            |                   |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------|
| PROPERTY NO:          | 12199                                                                                                                                              |            |                   |
| LOCATION:             | 14 Murroon Road PENNYROYAL 3235                                                                                                                    |            |                   |
| PROPERTY DESCRIPTION: | Lot: 1 PS: 305875 V/F: 11076/340, Lot: 1 TP: 161617, Lot: 1 TP: 884338, Lot: 3 TP: 161617, Lot: 7 TP: 161617, Lot: 6 TP: 161617, Lot: 2 TP: 161617 |            |                   |
| PARISH:               | Murroon                                                                                                                                            | LAND AREA: | 142.7413 Hectares |
| AVPC CODE:            | 550 – Market Garden – Vegetables                                                                                                                   |            |                   |

## VALUATION DETAILS

|                         |             |
|-------------------------|-------------|
| SITE VALUE:             | \$2,540,000 |
| CAPITAL IMPROVED VALUE: | \$2,890,000 |
| NET ANNUAL VALUE:       | \$144,500   |
| VALUATION DATE:         | 01/01/2025  |
| OPERATIONAL DATE:       | 01/07/2025  |

## RATE CHARGES AND OTHER MONIES

See reverse for more information

Rates declared to by Council on 24 June 2025

| RATES                                                              |                          |
|--------------------------------------------------------------------|--------------------------|
| Rural Farm                                                         | \$5,308.93               |
| Municipal Charge                                                   | \$216.00                 |
| ESVF - Primary Production                                          | \$829.43                 |
| Primary Production ESVF Fixed Charge                               | \$275.00                 |
| <b>Current Year Rates and Charges:</b>                             | <b>\$6,629.36</b>        |
| ADJUSTMENTS                                                        |                          |
| Rate Arrears to and interest brought forward from 2024/2025        | \$0.00                   |
| Interest on arrears from 01/07/2025                                | \$0.00                   |
| Less Rebates (Pension, Trust for Nature or Drought Relief Rebate): | -\$2,209.97              |
| Less Payments:                                                     | \$0.00                   |
| Other Adjustments:                                                 | \$0.00                   |
| <b>Rates Balance Outstanding:</b>                                  | <b><u>\$4,419.39</u></b> |
| PROPERTY DEBTS                                                     |                          |
| SPECIAL RATES AND CHARGES                                          |                          |
| nil                                                                |                          |
| Other Debtor Amounts                                               |                          |
| <b>TOTAL RATES, CHARGES AND OTHER MONIES OUTSTANDING</b>           | <b>\$4,419.39</b>        |

## **FURTHER INFORMATION:**

### **Drought Assistance Remissions Provided**

Please note the Primary Producer rebate has been deducted from the amount of rates and charges levied as the property qualifies to receive the discount in the 2025-2026 year. The rebate will not be provided in future.

### **Subject Land Part of Rates Assessment with Other Lots**

The lot being purchased is included in a rates assessment with other land owned by the vendor. Rates shown on this Land Information Certificate are calculated on the basis of all land contained in the assessment being valued as a single parcel of land.

Once settlement has occurred, a new assessment will be created for the portion sold and will be separately valued and categorised for rating purposes with rates calculated for the proportion of the year that the portion was excised from the original parcel of land. This will include a Municipal Charge and if relevant a Waste Management Charge.

The purchaser will receive a Supplementary Valuation and Rates Notice after settlement detailing the valuation of the new assessment and rates/charges levied. As apportionment of rates for settlement is based on rates for the original assessment, the Supplementary Notice may require additional payment above that allowed at settlement.

**It is requested the Conveyancer/Solicitor provide Council with a copy of the allowances or adjustments on settlement.**

## **IMPORTANT INFORMATION**

### **WHAT THIS CERTIFICATE PROVIDES**

This Certificate provides information regarding valuations, rates, charges, other moneys owing and any orders and notices made under the Local Government (Miscellaneous) Act 1958, Local Government Act 1989 or under a local law or by-law of the Council on property prescribed above for the year ending 30<sup>th</sup> June 2026.

This certificate does **not** provide information regarding the following matters that is available from the Council Departments or relevant authorities as indicated:-

|                                                     |                                                                                              |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------|
| Planning Zones, Flood Levels, Landfill or Landslips | available from Landata at <a href="http://www.landata.vic.gov.au">www.landata.vic.gov.au</a> |
| Purpose for which property may be used              | available from Council's Planning Department                                                 |
| Building works approved, Permits Issued             | available from Council's Building Department                                                 |
| Health Department Orders issued                     | available from Council's Health Department                                                   |
| Water & Waste functions                             | available from the Relevant Water Authority                                                  |
| Service Easements                                   | available from authorities or title search                                                   |

Please note a fee may be applicable for this information

### **CURRENCY OF CERTIFICATE**

Information provided in this certificate is correct at the date of issue. Applicants should confirm details provided in the certificate with Council's Rates Department prior to settlement date.

I certify that as at 15/10/2025 the information given in this certificate is a true and correct disclosure of the rates and other monies and interest payable to the COLAC OTWAY SHIRE as required under the Local Government Act 1989.

Fee Payable \$30.60

**YOUR REF NO:** 78413101-013-7

APPLICANT: Secure Electronic Registries Victoria Pty Ltd  
PO Box 500  
EAST MELBOURNE VIC 8002

*Jan Coventry*

Jan Coventry  
**AUTHORISED OFFICER**

### **BPay Details for Rates Payments:**

Biller Code: 22400

Biller Reference: 0000 1219 94

# Property Clearance Certificate

## Land Tax



|                             |                        |             |
|-----------------------------|------------------------|-------------|
| INFOTRACK / SEWELLS LAWYERS | <b>Your Reference:</b> | 24-2269     |
|                             | <b>Certificate No:</b> | 93689154    |
|                             | <b>Issue Date:</b>     | 14 OCT 2025 |
|                             | <b>Enquiries:</b>      | ESYSPROD    |

|                                                          |                                |             |                         |                         |                    |
|----------------------------------------------------------|--------------------------------|-------------|-------------------------|-------------------------|--------------------|
| <b>Land Address:</b> 14 MURROON ROAD PENNYROYAL VIC 3235 |                                |             |                         |                         |                    |
| <b>Land Id</b>                                           | <b>Lot</b>                     | <b>Plan</b> | <b>Volume</b>           | <b>Folio</b>            | <b>Tax Payable</b> |
| 36775300                                                 | 1                              | 305875      | 11076                   | 340                     | \$0.00             |
| <b>Vendor:</b> CHERYL ROSE GANNON & JAMES VINCENT GANNON |                                |             |                         |                         |                    |
| <b>Purchaser:</b> FOR INFORMATION PURPOSES               |                                |             |                         |                         |                    |
| <b>Current Land Tax</b>                                  | <b>Year Taxable Value (SV)</b> |             | <b>Proportional Tax</b> | <b>Penalty/Interest</b> | <b>Total</b>       |
| MR JAMES VINCENT GANNON                                  | 2025                           | \$1,305,000 | \$0.00                  | \$0.00                  | \$0.00             |

**Comments:** Property is exempt: LTX primary production land.

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

**Comments:**

|                            |             |                         |                         |              |
|----------------------------|-------------|-------------------------|-------------------------|--------------|
| <b>Arrears of Land Tax</b> | <b>Year</b> | <b>Proportional Tax</b> | <b>Penalty/Interest</b> | <b>Total</b> |
|                            |             |                         |                         |              |

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

  
**Paul Broderick**  
Commissioner of State Revenue

|                                                                 |               |
|-----------------------------------------------------------------|---------------|
| CAPITAL IMPROVED VALUE (CIV):                                   | \$1,485,000   |
| SITE VALUE (SV):                                                | \$1,305,000   |
| <b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b> | <b>\$0.00</b> |

# Notes to Certificate - Land Tax

Certificate No: 93689154

## 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 = \$7,395.00

Taxable Value = \$1,305,000

Calculated as \$4,650 plus ( \$1,305,000 - \$1,000,000 ) multiplied by 0.900 cents.

### VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$14,850.00

Taxable Value = \$1,485,000

Calculated as \$1,485,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 93689154

### 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](http://www.bpay.com.au)

### CARD



Ref: 93689154

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / SEWELLS LAWYERS

**Your Reference:** 24-2269  
**Certificate No:** 93689154  
**Issue Date:** 14 OCT 2025  
**Enquires:** ESYSPROD

**Land Address:** 14 MURROON ROAD PENNYROYAL VIC 3235

| Land Id  | Lot | Plan   | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 36775300 | 1   | 305875 | 11076  | 340   | \$0.00      |

| AVPCC | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment                                                  |
|-------|---------------------------|----------------|-------------------------------------|----------------------------------------------------------|
| 550   | N/A                       | N/A            | N/A                                 | The AVPCC allocated to the land is not a qualifying use. |

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

**Paul Broderick**  
Commissioner of State Revenue

|                         |             |
|-------------------------|-------------|
| CAPITAL IMPROVED VALUE: | \$1,485,000 |
| SITE VALUE:             | \$1,305,000 |
| CURRENT CIPT CHARGE:    | \$0.00      |

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93689154

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## 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 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](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / SEWELLS LAWYERS

Your Reference: 24-2269  
Certificate No: 93689154  
Issue Date: 14 OCT 2025

Land Address: 14 MURROON ROAD PENNYROYAL VIC 3235

| Lot | Plan   | Volume | Folio |
|-----|--------|--------|-------|
| 1   | 305875 | 11076  | 340   |

Vendor: CHERYL ROSE GANNON & JAMES VINCENT GANNON

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick  
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:  
\$0.00

# Notes to Certificate - Windfall Gains Tax

Certificate No: 93689154

## 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: 93689156

### 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](http://www.bpay.com.au)

### CARD



Ref: 93689156

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://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.



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

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

Client Reference: 353878

NO PROPOSALS. As at the 16th September 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

14 MURROON ROAD, PENNYROYAL 3235  
SHIRE OF COLAC-OTWAY

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: 16th September 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 74250150 - 74250150134554 '353878'

## INFORMATION STATEMENT

Issued pursuant to S. 158 of the *Water Act (1989)* showing Orders, Rates and Charges due to be paid to Southern Rural Water (SRW) with respect to the land described here under.

|                 |                |
|-----------------|----------------|
| SRW Reference:  | 25-1907596     |
| Your Reference: | 78413101-024-3 |
| Date:           | DATE           |

**Applicant:** Sewells Lawyers  
C/- Landata  
Landata.online@servictoria.com.au

| Vendor Name(s):                    | Address:                    |
|------------------------------------|-----------------------------|
| James Vincent & Cheryl Rose Gannon | 14 Murroon Road, Pennyroyal |

| SRW service applicable to this property: (refer overleaf for details) |   |                        |   | ✓ = Service | ✗ = No Service |
|-----------------------------------------------------------------------|---|------------------------|---|-------------|----------------|
| Surfacewater Licence                                                  | ✗ | Conditional Section 51 | ✗ |             |                |
| Groundwater Licence                                                   | ✗ | Registration Licence   | ✓ |             |                |
| Hazardous Dam                                                         | ✗ |                        |   |             |                |

### IMPORTANT INFORMATION

Please note on sale of property if the land lots are sold separately the new landowner of each lot will get the volume of water listed against the dam on each individual parcel of land. Registration licences automatically transfer and/or follow a change of ownership of land.

Annual fees and volumetric charges are not applicable to Registration licences. This licence may be converted to a standard licence at any time without charge, however, normal conditions and annual fees will then apply.

Under S. 62(2AA) of the Water Act 1989, any person who disposes of land on which a Registration licence exists, must give the Corporation notice of the disposition in the form prescribed by regulation, within one month after disposal of the land. The land referred to in this Information Statement is land to which this requirement applies.

If you require a copy of the licence records, an application to transfer a licence must be made for each Registration licence in the prescribed form and lodged with the Authority together with the prescribed fee\* for consideration by SRW.

|                             |          |
|-----------------------------|----------|
| * Registration Transfer Fee | \$152.69 |
|-----------------------------|----------|

You should otherwise make your own enquiries to the vendor / landowner in respect to any land detailed in this Information Statement.



**Alisha Clark**  
Manager Water Licensing

**NOTE:** The information provided is current as at the date of this statement and is provided in good faith.

**INFORMATION STATEMENT (continued)****Service Details**

|                                     |                                                                                                                                                                                                                                 |                         |                   |            |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------|------------|
| Service No: BEE028609 & WLE035565   |                                                                                                                                                                                                                                 | Licence Expiry: Ongoing |                   |            |
| Service Type:                       | Farm Dam – Registration Licence                                                                                                                                                                                                 |                         |                   |            |
| Licensed Volume (Megalitres):       | 59.3 ML                                                                                                                                                                                                                         |                         |                   |            |
| Purpose:                            | Irrigation                                                                                                                                                                                                                      |                         |                   |            |
| Dam No 1 Details:                   | WRK:                                                                                                                                                                                                                            | WRK031611               | Megalitres:       | 1.6 ML     |
|                                     | Volume/Folio:                                                                                                                                                                                                                   | 11076/340               | Land Description: | 1\PS305875 |
| Dam No 2 Details:                   | WRK:                                                                                                                                                                                                                            | WRK031974               | Megalitres:       | 1.5 ML     |
|                                     | Volume/Folio:                                                                                                                                                                                                                   | 11076/340               | Land Description: | 1\PS305875 |
| Dam No 3 Details:                   | WRK:                                                                                                                                                                                                                            | WRK035565               | Megalitres:       | 45.7 ML    |
|                                     | Volume/Folio:                                                                                                                                                                                                                   | 11076/339               | Land Description: | 1\TP876360 |
| Dam No 4 Details:                   | WRK:                                                                                                                                                                                                                            | WRK036877               | Megalitres:       | 2.4 ML     |
|                                     | Volume/Folio:                                                                                                                                                                                                                   | 11076/341               | Land Description: | 3\TP161617 |
| Dam No 5 Details:                   | WRK:                                                                                                                                                                                                                            | WRK037743               | Megalitres:       | 2.0 ML     |
|                                     | Volume/Folio:                                                                                                                                                                                                                   | 11076/341               | Land Description: | 3\TP161617 |
| Dam No 6 Details:                   | WRK:                                                                                                                                                                                                                            | WRK038189               | Megalitres:       | 1.8 ML     |
|                                     | Volume/Folio:                                                                                                                                                                                                                   | 11076/338               | Land Description: | 1\TP884338 |
| Dam No 7 Details:                   | WRK:                                                                                                                                                                                                                            | WRK038615               | Megalitres:       | 2.0 ML     |
|                                     | Volume/Folio:                                                                                                                                                                                                                   | 11076/340               | Land Description: | 1\PS305875 |
| Dam No 8 Details:                   | WRK:                                                                                                                                                                                                                            | WRK039397               | Megalitres:       | 2.3 ML     |
|                                     | Volume/Folio:                                                                                                                                                                                                                   | 11076/338               | Land Description: | 1\TP884338 |
| Encumbrances / Outstanding Works:   | Nil                                                                                                                                                                                                                             |                         |                   |            |
| Annual Fees and Volumetric Charges: | Annual fees and volumetric charges are not applicable to this Registration licence. This licence may be converted to a standard licence at any time without charge, however, normal conditions and annual fees will then apply. |                         |                   |            |

Under S. 62(2AA) of the *Water Act 1989*, any person who disposes of land on which a Registration licence exists, must give the Corporation notice of the disposition in the form prescribed by regulation, within one month after disposal of the land. The land referred to in this Information Statement is land to which this requirement applies.



## Department of Environment, Land, Water & Planning

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

Your Ref:353878  
Our Ref:74250150-026-8

16 Sep 2024

SLM Law C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000

Dear Sir / Madam

### **RE: PROPERTY ENQUIRY - 14 MURROON ROAD, PENNYROYAL 3235**

I refer to your property enquiry dated 16 Sep 2024, 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](mailto: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*



# Due diligence checklist

## What you need to know before buying a residential property

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