



David Ernest Parker and Catherine Frances Cleary

to

CONTRACT OF SALE OF REAL ESTATE

Property: 1159 Inverleigh-Winchelsea Road, Inverleigh, Victoria 3321

JONES & MITCHELL LEGAL PTY LTD

55 Welsford Street

SHEPPARTON VIC 3630

Tel: (03) 5821 1930

Ref: 20262444

Liability limited by a scheme approved under Professional Standards Legislation

**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**

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 AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on/...../2026

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2026

Print name(s) of person(s) signing: DAVID ERNEST PARKER AND CATHERINE FRANCES CLEARY

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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Property address

The address of the land is: **1159 Inverleigh-Winchelsea Road, Inverleigh, VIC 3321**

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

Nil.

Payment

Price	\$	
Deposit	\$	payable on the signing hereof
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**

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 with options to renew, each of years

OR

a residential tenancy for a fixed term ending on

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:

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. Amendment to General Conditions

1.1 The parties agree that the General Conditions are amended as follows:

(a) General Condition 1.6 is amended to read as follows:

“1.6. Each party must upon request promptly deliver 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.”

(b) General Condition 35.4(a) is amended to read as follows:

(i) "the deposit equal 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".

2. Exclusion of Warranties

2.1 The Purchaser acknowledges and agrees that this Contract constitutes the entire agreement between the parties and there are no conditions, warranties or other terms affecting the sale other than those embodied herein.

2.2 The Purchaser further acknowledges and agrees that the Land together with the Goods and any improvements is purchased by the Purchaser:

(a) as a result of the independent exercise for the Purchaser's own skill and judgement after due inspection and investigation; and

(b) in their present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;

and that no representation or warranty has been made or given by the Vendor or by any persons acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

(c) the merchantability, quality or fitness for any purpose of the Land, the Goods or the improvements;

(d) the freedom of the Land or the Goods from defects, infestations, contamination or dilapidation;

(e) the use to which the Land, the Goods or the improvements can lawfully be put;

- (f) whether development of any description may be carried out on the Land;
or
- (g) whether the improvements on the Land have been built or placed there in accordance with each approval required by law for the building or placement of the same.

2.3 The Purchaser shall make no requisition in respect of, or objection to, or claim any compensation for any:

- (a) matter arising out of or relating to this special condition 2; or
- (b) contamination or pollution of the Land and,

the Purchaser shall, at the Purchaser's own expense, comply with the requirements of each competent authority for any matters arising out of or in respect to this special condition 2 or the abatement of any pollution or the clean up or any environmental audit (or any combination of them) of the Land and shall keep the Vendor indemnified at all times against the cost of doing so.

3. Default - Legal Costs

3.1 General Condition 34 shall not apply to the costs referred to in this Special Condition.

3.2 Without limiting any rights which the Vendor may have pursuant to this Contract, if the Purchaser is unable to complete Settlement on the date fixed for Settlement (the "Failure to Complete") and the Vendor incurs additional legal costs and/or disbursements in dealing with the Failure to Complete, then the Vendor may recover from the Purchaser the reasonable legal costs and/or disbursements incurred by the Vendor because of the Failure to Complete by adding such costs to the amount due at Settlement.

4. Right to Nominate

4.1 The right of the Purchaser to nominate a substitute or additional transferee pursuant to General Condition 4 of this Contract must be exercised so that notice of nomination is received by the Vendor or the Vendor's Legal Practitioners no later than 14 days prior to the settlement date.

4.2 If the notice of nomination is not received within the timeframe stipulated in the above Special Condition 4.1 then, notwithstanding General Condition 4, the Purchaser is no longer entitled to nominate.

4.3 The Purchaser will, if the substitute or additional transferee is a corporation, deliver to the Vendors Legal Practitioner a Guarantee and Indemnity in the form annexed duly executed by the Directors of each substitute or additional transferee.

5. Nominee Waiver of Cooling Off Period

5.1 Should the Purchaser nominate a substitute or additional transferee any document substituted for this Contract shall show as the "Day of Sale" the same date as shown in this Contract and shall contain an express acknowledgment by

the Purchaser named therein that the cooling off period referred to in Section 31 of the **Sale of Land Act 1962** expired three clear business days after the Day of Sale.

6. Director's Guarantee

- 6.1 If the Purchaser shall be or include a company, the Purchaser must forthwith upon execution of this Contract, procure the execution by each of the company's directors of a Guarantee and Indemnity in the form of the Guarantee & Indemnity annexed hereto.
- 6.2 In the event of the nomination of a substitute or additional transferee which is or includes a company, the Purchaser must, in addition to the Guarantee and Indemnity required under Special Condition 6.1 hereof, when called upon to do so by the Vendor, procure the execution by each of the directors of such company of the Guarantee and Indemnity in the form of the Guarantee and Indemnity annexed hereto.
- 6.3 Should the Purchaser default in the performance of its obligations under Special Conditions 6.1 or 6.2 hereof the Purchaser shall be deemed to be in default under this Contract.

7. Non-Merger

- 7.1 If any provision of this Contract remains to be performed or is capable of having effect after the final settlement date, this Contract shall remain in full force and effect notwithstanding completion of the sale and purchase of the Land and that provision shall not merge in the Instrument of Transfer of the Land.

8. Warranty that Foreign Investment Act does not apply

- 8.1 The Purchaser warrants that the **Foreign Acquisitions and Takeovers Act 1975 (Cth)** and the **Foreign Acquisitions and Takeovers Regulation 2015 (Cth)** do not apply to the Purchaser or to the Purchaser entering into this Contract.
- 8.2 In the event the **Foreign Acquisitions and Takeovers Act 1975** and **Takeovers Regulation 2015 (Cth)** apply to the Purchaser or to the Purchaser entering this Contract in breach of the warranty contained in this clause, the Purchaser must indemnify and compensate the Vendor with respect to any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence of the same.
- 8.3 This Special Condition and the warranties contained herein will not merge upon Settlement and will continue for the benefit of the Vendor.

9. Southern Rural Water

- 9.1 As at the Day of Sale, the following Southern Rural Water services are associated with the Land:
 - (a) Surfacewater Licence Account Number 9105708 with:
 - (i) BEE076345 (the "Surfacewater Licence"); and

- (ii) WLE041371 ("the Works Licence"),
(collectively referred to as the "Water Services")

9.2 The parties acknowledge and agree as follows:

- (a) This Contract is not subject to or conditional upon the transfer to the Purchaser of the Surfacewater Licence and/or the Works Licence and the Vendor gives no representations, warranties or promises as to whether or on what terms or conditions the Surfacewater Licence and/or the Works Licence may be transferrable to the Purchaser.
- (b) The Vendor will sign all documents reasonably required by the applicable water authority for the transfer to the Purchaser of the Surfacewater Licence and the Works Licence.
- (c) The Purchaser is responsible, at its cost in all things, for the following:
 - (i) preparation and provision to the Vendor, at least fourteen (14) Business Days prior to Settlement, of all documents reasonably required by the applicable water authority for the application to transfer the Surfacewater Licence and the Works Licence; and
 - (ii) all fees associated with the transfer and registration of the Surfacewater Licence and the Works Licence.
- (d) There are no water shares included in this sale.
- (e) There are no water allocations included in this sale.
- (f) There are no delivery shares, groundwater licences, water use licences and/or water use registrations included in this sale.

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 all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following –
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) 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 digital duties form 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.

- eCOSID: 190317633
- 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 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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* (Vic) 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* (Vic).
- 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 –
- 21 days have elapsed since the day of sale; and
 - 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 –
- 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
 - 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* (Vic).

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - 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 –
- must not exceed 10% of the price; and
 - 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 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.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.

14.6 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.

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

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

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

14.10 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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 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. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 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 during the hours that the settling ELNO operates in the State of Victoria.

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 with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
- (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

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

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

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

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

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

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

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

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

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

19.7 In these general conditions –

- (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 –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major 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 inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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 basis that 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
- 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.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

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) (Tax Act) 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 Tax Act. 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 Tax Act ("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

eCOSID: 190317643 (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 Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act. 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

eCOSID: 190317643 (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 Tax Act, 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 Tax Act. 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 Tax Act 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 Tax Act 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 Tax Act.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served –

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
- (d) by email.

27.4 Any document properly sent by –

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 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.

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

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 (Vic)* –

- (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 (Vic)*; 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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.

32. BREACH

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

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

Default

33. INTEREST

Interest at the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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.

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35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

- (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.

1159 INVERLEIGH-WINCHELSEA ROAD, INVERLEIGH 3321

GST WITHHOLDING NOTICE - GENERAL CONDITION 25.3

Vendor: **David Ernest Parker and Catherine Frances Cleary** of 56 Faulkner Road,
Inverleigh, VIC 3321 Australia

Purchaser:

Property: 1159 Inverleigh-Winchelsea Road, Inverleigh VIC 3321

In accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), the Vendor notifies the Purchaser that they are not required to make a payment under section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) due to the following:

1. the sale is the supply of land on which a farming business is conducted.

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person or persons whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that the Guarantor has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

FOR the consideration aforesaid and as a separate and convertible covenant the Guarantor HEREBY AGREES to indemnify the Vendor not only in respect of the non-payment by the Purchaser of all monies payable or that may become payable under the said Contract of Sale but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the said Contract of Sale.

If the Guarantor comprises more than one person, then each of those persons shall be jointly and severally liable hereunder.

SCHEDULE

Vendor: **David Ernest Parker and Catherine Frances Cleary** of 56 Faulkner Road, Inverleigh, VIC 3321 Australia

Purchaser: of

Guarantor:

EXECUTED AS A DEED

IN WITNESS whereof the said Guarantors have set their hands and seals this date:

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

.....
Signature of witness

.....
Full name of witness

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

.....
Signature of witness

.....
Full name of witness



David Ernest Parker and Catherine Frances Cleary

to

VENDOR STATEMENT

Property: 1159 Inverleigh-Winchelsea Road, Inverleigh, VIC 3321

Jones & Mitchell Legal Pty Ltd
55 Welsford Street
SHEPPARTON VIC 3630
Tel: (03) 5821 1930
Ref: 20262444

Liability limited by a scheme approved under Professional Standards Legislation

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	1159 Inverleigh-Winchelsea Road, Inverleigh, VIC 3321	
Vendor's name	David Ernest Parker	Date 30/03/2026
Vendor's signature	<i>David Ernest Parker</i> <small>David Ernest Parker (Mar 30, 2026 16:10:24 GMT+10.5)</small>	
Vendor's name	Catherine Frances Cleary	Date 30/03/2026
Vendor's signature	<i>Catherine Frances Cleary</i> <small>Catherine Frances Cleary (Mar 30, 2026 16:50:16 GMT+11)</small>	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

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

- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box.

See attached certificates and/or statements.
--

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.

- (a) See attached certificates.

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.

- (b) Is the land "tax reform scheme land" within the meaning of the CIPT Act?
 Yes No

- (c) If the land is "tax reform scheme land" within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows:
Date: 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:

Are contained in the attached certificates and or statements.

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:

Are contained in the attached certificates and/or statements, otherwise none to the Vendors' knowledge.

4.3 Compulsory Acquisition

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

Are contained in the attached certificates and/or statements, otherwise none to the Vendors' knowledge.

5. BUILDING PERMITS

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

Are contained in the attached certificate.

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:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

(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.)

Is attached.

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)

See attached certificates and/or statements.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 10156 FOLIO 485

Security no : 124133031464L
Produced 17/03/2026 02:41 PM

LAND DESCRIPTION

Crown Allotment 9 Section 17 Parish of Carrung-e-murnong.
Created by Application No. 070837U 14/05/1992

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

DAVID ERNEST PARKER of 56 FAULKNER ROAD INVERLEIGH VIC 3321

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

CATHERINE FRANCES CLEARY of 56 FAULKNER ROAD INVERLEIGH VIC 3321

AY460476Y 02/10/2024

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE TP068170E FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 1159 INVERLEIGH-WINCHELSEA ROAD INVERLEIGH VIC 3321

ADMINISTRATIVE NOTICES

NIL

eCT Control 22699A JONES & MITCHELL LEGAL PTY LTD

Effective from 02/10/2024

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	TP068170E
Number of Pages (excluding this cover sheet)	1
Document Assembled	17/03/2026 14:41

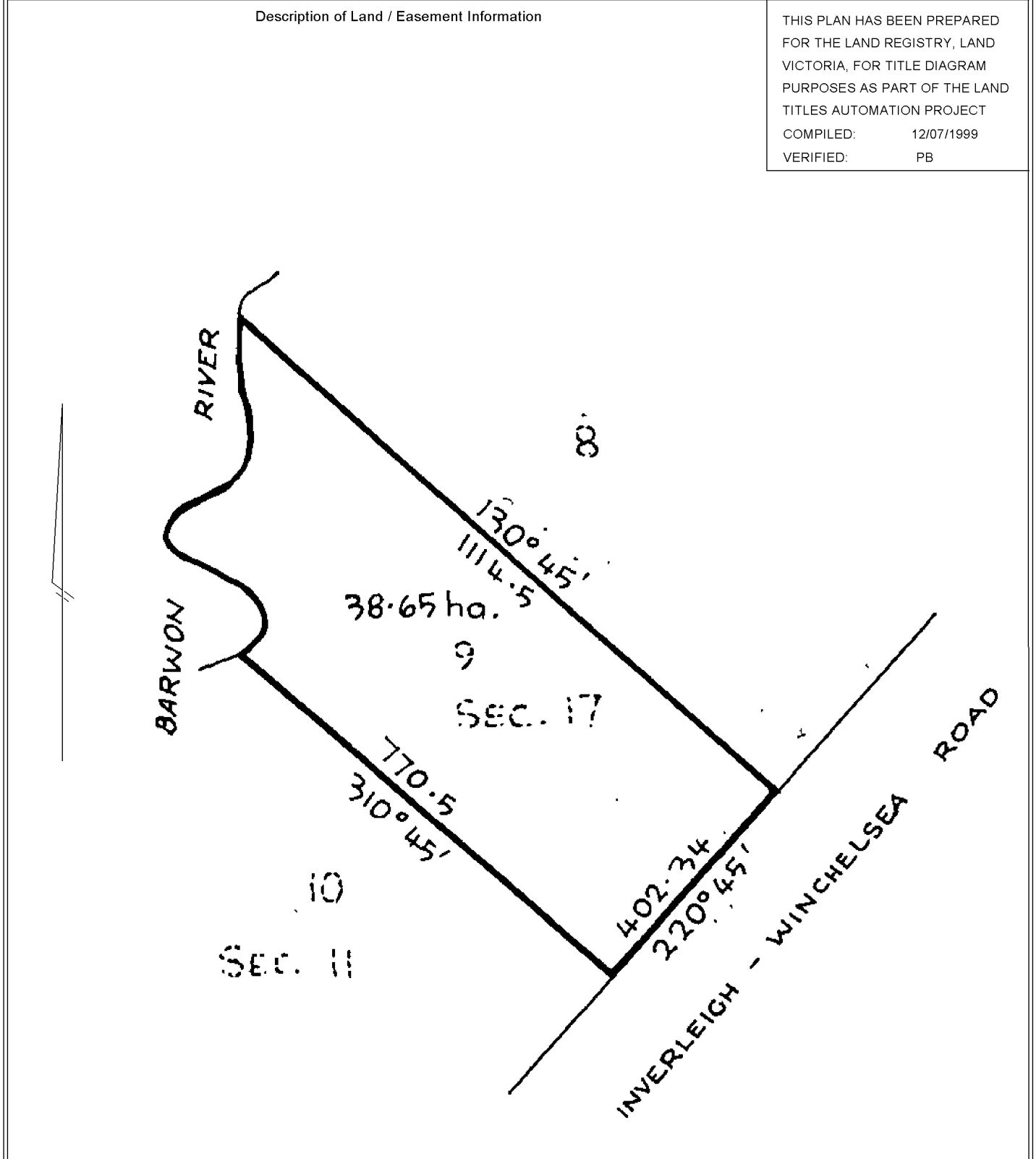
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The document is invalid if this cover sheet is removed or altered.

TITLE PLAN		EDITION 1	TP 68170E
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<p>Location of Land</p> <p>Parish: CARRUNG-E-MURNONG</p> <p>Township:</p> <p>Section: 17</p> <p>Crown Allotment: 9</p> <p>Crown Portion:</p> <p>Last Plan Reference:</p> <p>Derived From: VOL 10156 FOL 485</p> <p>Depth Limitation: NIL</p>	<p>Notations</p> <p>WATERWAY NOTATION: LAND IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
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LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets
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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1236313

APPLICANT'S NAME & ADDRESS

MARCUS SCOTT C/- LANDATA
DOCKLANDS

VENDOR

PARKER, DAVID

PURCHASER

APPLICABLE, NOT

REFERENCE

20262444

This certificate is issued for:

LAND CONTAINED IN VOLUME: 10156 FOLIO: 485 CROWN ALLOTMENT 9 SECTION 17 PARISH OF CARRUNG-E-MURNONG ALSO KNOWN AS 1159 INVERLEIGH-WINCHELSEA ROAD INVERLEIGH SURF COAST SHIRE

The land is covered by the:

SURF COAST PLANNING SCHEME

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

The land:

- is included in a FARMING ZONE
- is within a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1
- and a SALINITY MANAGEMENT OVERLAY
- and a FLOODWAY OVERLAY
- and a LAND SUBJECT TO INUNDATION OVERLAY
- and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 8
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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

- is included in a FARMING ZONE - SCHEDULE 3 - C147surf

A detailed definition of the applicable Planning Scheme is available at :
<https://planning-schemes.app.planning.vic.gov.au/surfcoast>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

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

17 March 2026

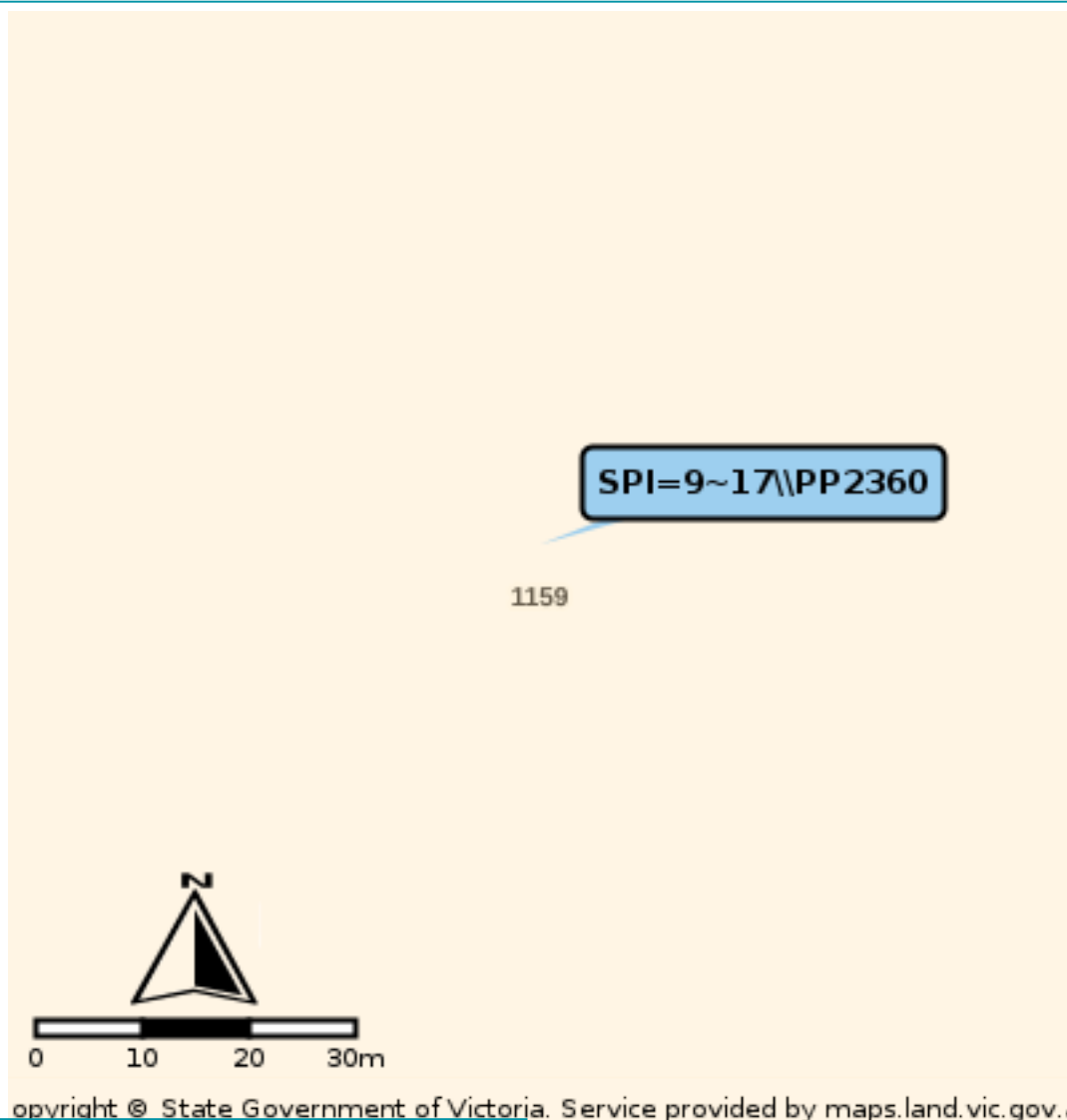
Sonya Kilkeny
Minister for Planning

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

Created at 30 March 2026 11:48 AM

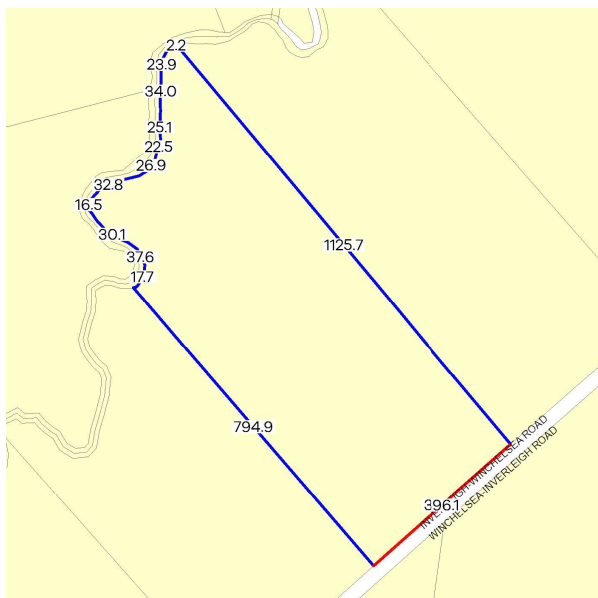
PROPERTY DETAILS

Address: **1159 INVERLEIGH-WINCHELSEA ROAD INVERLEIGH 3321**
Crown Description: **Allot. 9 Sec. 17 PARISH OF CARRUNG-E-MURNONG**
Standard Parcel Identifier (SPI): **9~17\PP2360**
Local Government Area (Council): **SURF COAST**
Council Property Number: **178787**
Directory Reference: **Vicroads 93 B4**

www.surfcoast.vic.gov.au

SITE DIMENSIONS

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



Area: 403648 sq. m (40.36 ha)

Perimeter: 3010 m

For this property:

— Site boundaries

— Road frontages

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

20 overlapping dimension labels are not being displayed

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **POLWARTH**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

Water area

0 ————— 1000 m

Water course

From www.planning.vic.gov.au at 30 March 2026 11:44 AM

PROPERTY DETAILS

Address: **1159 INVERLEIGH-WINCHELSEA ROAD INVERLEIGH 3321**

Crown Description: **Allot. 9 Sec. 17 PARISH OF CARRUNG-E-MURNONG**

Standard Parcel Identifier (SPI): **9~17\PP2360**

Local Government Area (Council): **SURF COAST** www.surfcoast.vic.gov.au

Council Property Number: **178787**

Planning Scheme: **Surf Coast** [Planning Scheme - Surf Coast](#)

Directory Reference: **Vicroads 93 B4**

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

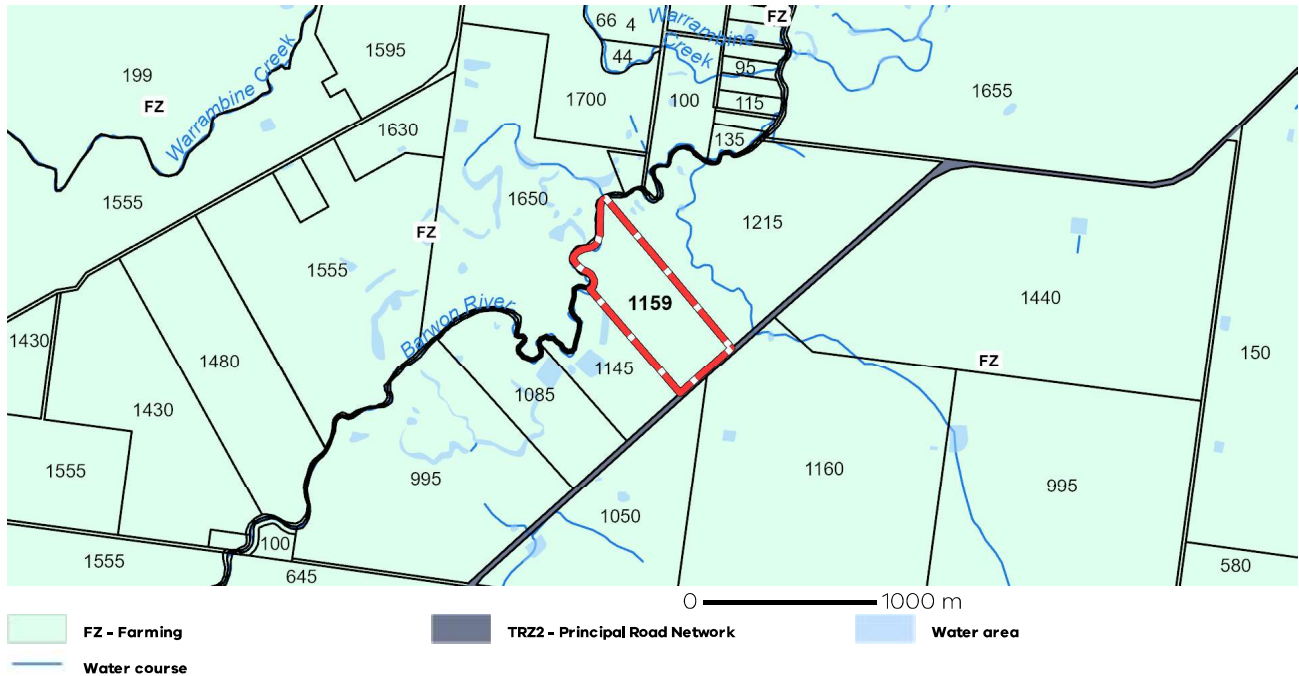
Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation, Eastern Maar Aboriginal Corporation**

Fire Authority: **Eastern Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

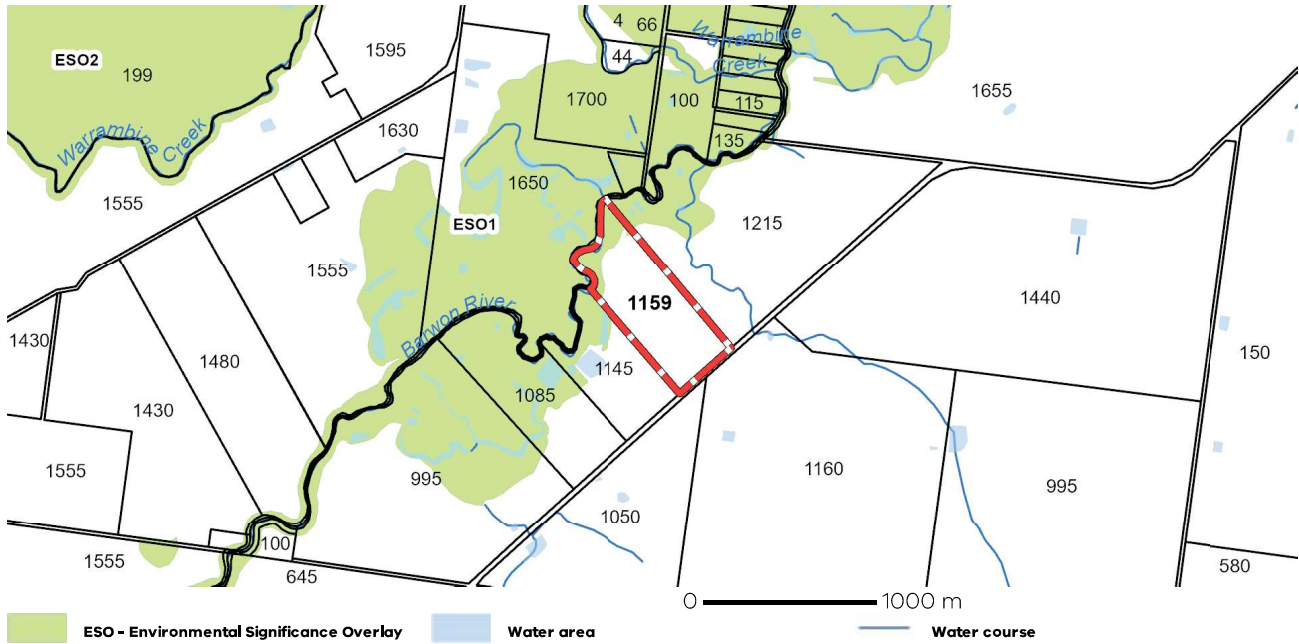


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) (SURF COAST)

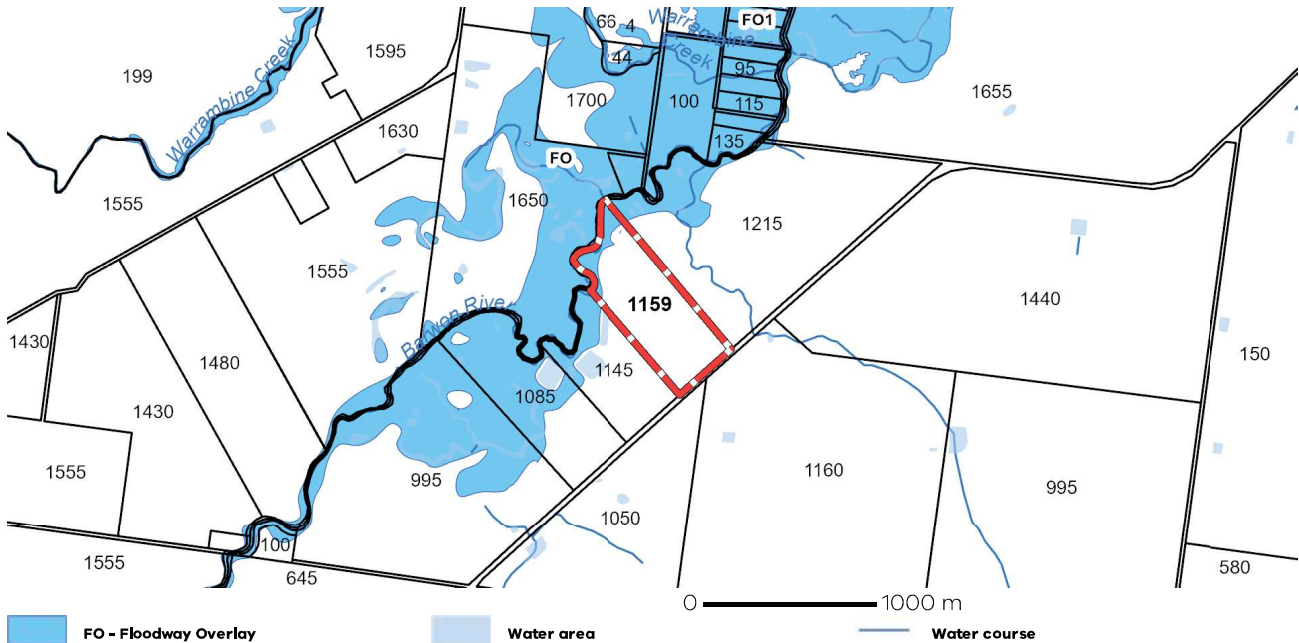
ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1) (SURF COAST)



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

FLOODWAY OVERLAY (FO) (SURF COAST)

FLOODWAY OVERLAY SCHEDULE (FO) (SURF COAST)

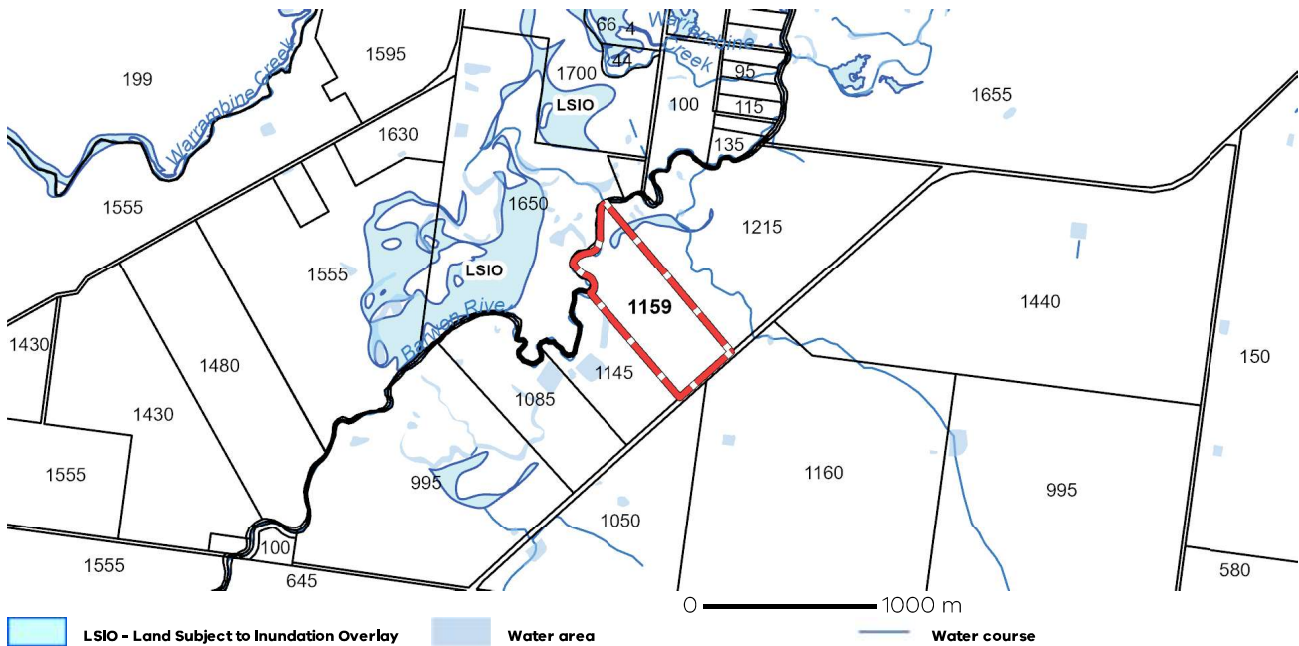


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

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

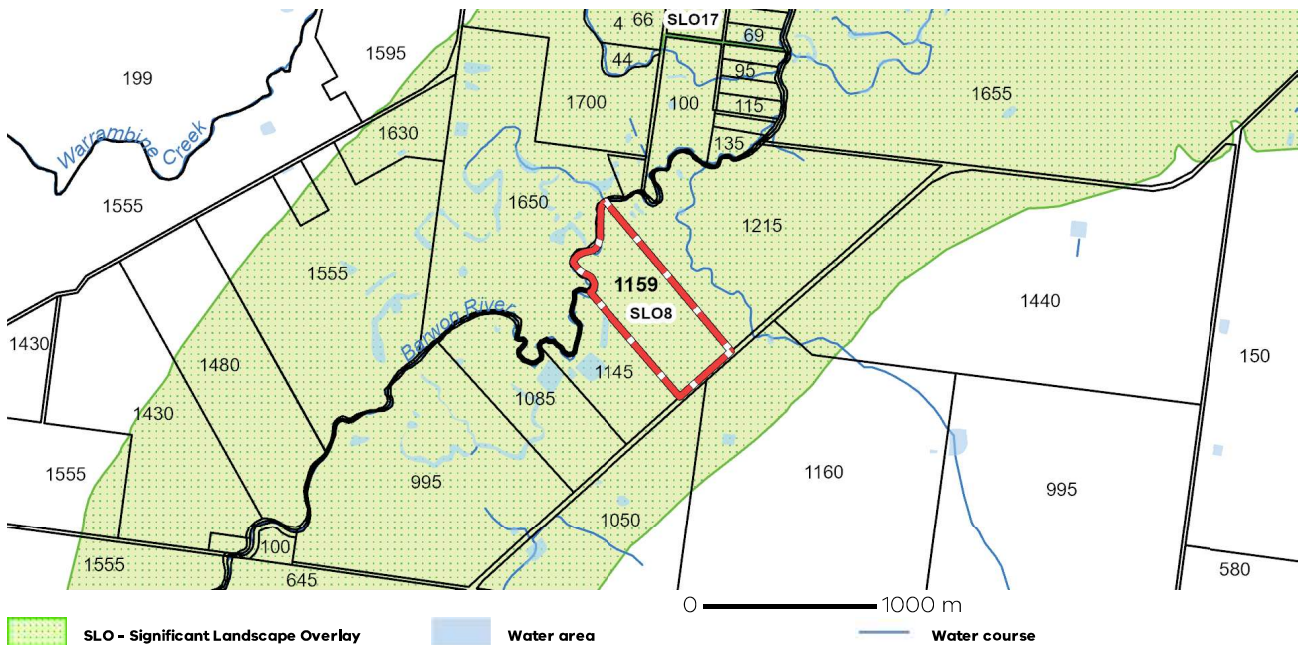
LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO) (SURF COAST)



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

SIGNIFICANT LANDSCAPE OVERLAY (SLO) (SURF COAST)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 8 (SLO8) (SURF COAST)



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.

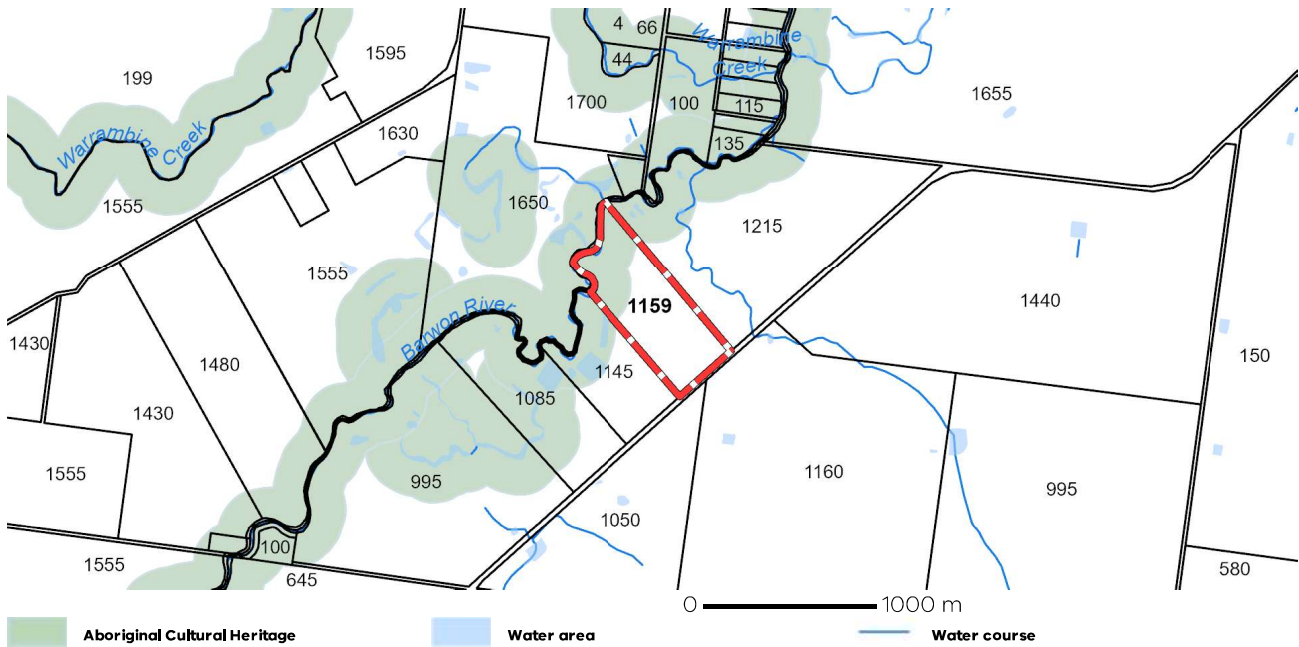
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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/aavQuestion1.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 27 March 2026.

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

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

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

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

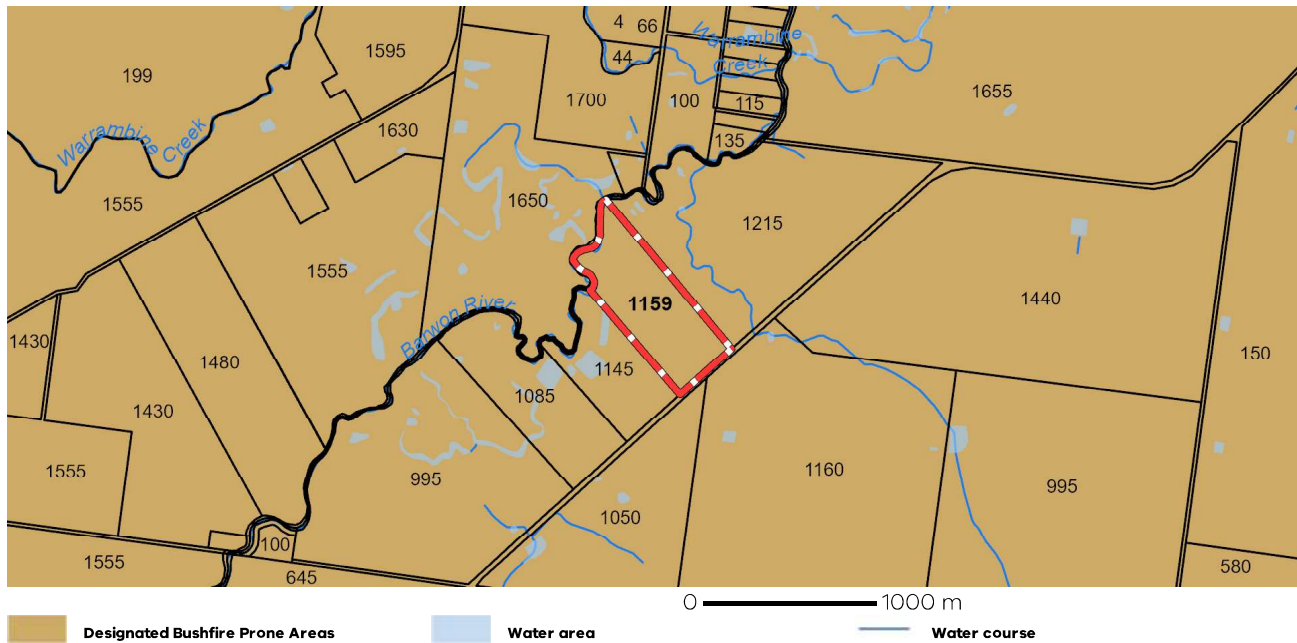
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 \(environment.vic.gov.au\)](#)

0LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

Assessment Number: 178787
Certificate Number: 39837
Issue Date: 18/03/2026

Property Location: 1159 Inverleigh-Winchelsea Road INVERLEIGH 3321

Legal Description: CA: 9 SEC: 17

Capital Improved Value: \$1,340,000
Site Value: \$1,250,000
Net Annual Value: \$67,000

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

RATES CHARGES AND OTHER MONIES:

Rates, Charges & Levies (for period 1 July 2025 to 30 June 2026)	
Rates Farm	\$1,275.14
Municipal Charge	\$238.00
Primary Production ESVF Fixed Charge	\$275.00
Primary Production ESVF Variable Charge	\$384.58
Arrears to 30/06/2025:	\$0.00
Interest to 10/03/2026:	\$5.37
Adjustments:	\$0.00
Less Pensioner Rebates/Remissions:	-\$605.26
Payments/Adjustments Made:	-\$1,572.83
Balance of rates and charges owed:	\$0.00
Additional Monies Owed:	
Debtor Balance Owing	
Special Rates and Charges:	
nil	
nil	
Total rates and charges/additional monies owed:	\$0.00*

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

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

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

MISCELLANEOUS INFORMATION

Emergency Services and Volunteers Fund (ESVF)

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

IMPORTANT INFORMATION

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council and specified flood level by the Council (if any).

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

A verbal update of information included in this Certificate will be provided for up to two (2) months after date of issue but Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

For settlement purposes after two (2) months a new Certificate must be applied for.

Please note the payments are subject to clearance of any cheque.



Telephone & Internet Payment Option – BPAY®

Biller Code: 34199
Reference Number: 1787871

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

A handwritten signature in black ink, appearing to read 'M. Rennie', is written over the printed name.

COORDINATOR REVENUE

Your Reference: 79969960-014-0

Landata
PO Box 500
EAST MELBOURNE VIC 8002

Scan QR code to
login to the portal

18 March 2026

Marcus Scott
c/o LANDATA
Landata
GPO Box 527
MELBOURNE Vic 3000



Regulation 51 (1)

Dear Landata,

Reference Number: **PI26000817**
Client Job Number: **79969960-015-7**
Property Address: **1159 INVERLEIGH-WINCHESEA ROAD, INVERLEIGH VIC 3321**

I refer to your recent request for information under Regulation 51 (1) of the Building Regulations 2018 and wish to advise as follows:-

- Details of building permits, occupancy permits, certificates of final inspection, notices and orders issued in the preceding 10 years on this property are set out on the following page. Reg 51(1)(a), (1)(b) & (1)(c)

Information supplied in accordance with Regulation 51 of the Building Regulations 2018 is provided based on the information contained in records held by Council.

COUNCIL NOTES:

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

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

Should you require any further information please contact Council's Building Unit on 03 5261 0600.

Yours faithfully,
Building Services
Surf Coast Shire

Enc Permits issued in the preceding 10 years

Permits, certificates of final inspection, notices and orders in the preceding 10 years

Property Address:	1159 INVERLEIGH-WINCHELSEA ROAD INVERLEIGH VIC 3321
--------------------------	---

Permit No	Relevant Building Surveyor	Description	Permit issue date	OP /CFI Inspection date	Regulation 64	Regulation 231
23052/8133585 602893	NJG Building Surveyors Pty Ltd	Shed	16 October 2024	23 April 2025	No	No

- **A search of Building Office records has shown that there are no outstanding notices under the Building Regulations. However, it is to be noted that no inspection has been carried out on the property in regards to this enquiry and this does not preclude Council’s right in respect of any non-approved works**

Council disclaims any liability for loss, however occasioned for reliance upon the information herein.

Further, it is recommended that you make your own enquiries on specific details you may require. The information supplied in this letter is only from Council’s immediately available records and no specific enquiries nor any site inspections have been made to furnish this information.

NOTE:

*As of 1st July 1994, with the introduction of the New Building Bill, purchasers of properties that have swimming pools are required to have pool fencing erected within 30 days, failure to do so could result in a penalty of \$500.00.

*You are advised that with the building (Amendment) Regulations 1996 effective as from 1st February 1997, self-contained smoke alarms complying with AS 3786 - 1993 must be installed in each dwelling or sole-occupancy unit within 30 days. Failure to do so could result in a penalty of \$500.00.



NJG Building Surveyors
 45 Parkers Road Deans Marsh Vic 3235
 P: M: 0402447047
 E: noel@njgbuildingsurveyors.com.au
 W: www.njgbuildingsurveyors.com.au

Application Number: BLD20241777

FORM 2

Regulation 37(1)
Building Act 1993
 Building Regulations 2018

Building Permit No. BSU 23052/8133585602893 16 October 2024
Construction of 2 farm sheds

Issue to

Agent of Owner **David Parker**
 Postal Address **56 Faulkner Road, Inverleigh** Postcode **3321**
 Email **northeasthay2118@gmail.com**
 Address for serving or giving of documents: **56 Faulkner Road, Inverleigh** Postcode **3321**
 Contact Person **David Parker** Telephone **0408741154**

Ownership Details

Owner **David Parker**
 Postal Address **56 Faulkner Road, Inverleigh** Postcode **3321**
 Email **northeasthay2118@gmail.com**
 Contact Person **David Parker** Telephone **0408741154**
 Owner **Catherine Cleary**
 Postal Address **56 Faulkner Road, Inverleigh** Postcode **3321**
 Email **northeasthay2118@gmail.com**
 Contact Person **Catherine Cleary** Telephone **0408741154**

Property Details

Number **1159** Street/Road **Inverleigh/Winchelsea Road,** Suburb **Inverleigh** Postcode **3321**
 Lot/s LP/PS Volume **10156** Folio **485**
 Crown allotment **9** Section No **17** Parish **Carrung-e-murnong** County
 Municipal District **Surf Coast Shire**

Builder

Name **David Parker(Owner Builder)** Telephone **0408741154**
 Address **56 Faulkner Road, Inverleigh** Postcode **3321**

Details of Building Practitioners and Architects

a) To be engaged in the building work³

Name	Category/class	Registration Number
------	----------------	---------------------

(b) Who were engaged to prepare documents forming part of the application for this permit⁴

Name	Category/class	Registration Number
Camilo Moreno	Civil Engineer	PE0003976

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **N/A**

Insurance policy number : **N/A**

Insurance policy date : **N/A**

Details of Relevant Planning Permit

Planning Permit No: **N/A**

Date of grant of Planning Permit: **N/A**

Nature of Building Work

Construction of 2 farm sheds

Storeys contains: **1**

Rise in storeys: **1**

Effective height: **0m**

Type of construction: **C**

Version of BCA applicable to permit: **2022**

Cost of Building Work: **\$83,880.00**

Total floor area of new building work in m²: **528**

Conditions and required Certificates

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

BCA Class

Part of Building: **Farm Sheds x 2**

Class: **8**

Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On Or Consented To	Regulation
Surf Coast Shire	Construction of 2 Farm sheds in land liable to flooding	153

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements³

The mandatory inspection notification stages are:

1. PAD HOLE INSPECTION
2. FINAL INSPECTION ON COMPLETION OF ALL BUILDING WORKS

Occupation or User of Building: A certificate of final inspection is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 16 October 2025

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 16 October 2027

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Relevant Building Surveyor

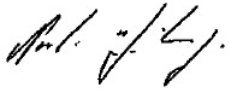
Name: **Noel Gosling**

Address: **45 Parkers Road Deans Marsh Vic 3235**

Email: **noel@njgbuildingsurveyors.com.au**

Building practitioner registration no.: **BSU 23052**

Municipal district: **Surf Coast Shire**



Notes

- Note 1 Under Regulation 318 an owner of a building of land, for which a building permit has been issued. must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 Under Regulation 317 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of **The Building Act 1993**.

Annexures 'A'
Conditions of Approval
Building Permit No. BSU 23052/8133585602893 Issued 16 October 2024

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. The location of the legal point of discharge is to be discharged to water tanks and contained within the site
2. The building envelope is to have a minimum fall of 50mm over 1 meter around the perimeter of the dwelling.
3. It is the builders responsibility to display site signage together with the Building Permit number and the stamped approved documents are to be on site at all times.



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W: www.njgbuildingsurveyors.com.au

Application Number: BLD20241777

Form 17

Regulation 200
Building Act 1993
Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Property Details

Number: **1159** Street/Road: **Inverleigh/Winchelsea Road,** Suburb: **Inverleigh** Postcode: **3321**
Lot/s: LP/PS: Volume: **10156** Folio: **485**
Crown allotment: **9** Section: No **17** Parish: **Carrung-e-murnong** County:

Municipal District: **Surf Coast Shire**

Inspection Type	Approved Date	Approved Time
PAD HOLE INSPECTION	21 October 2024	11.02am
FINAL INSPECTION ON COMPLETION OF ALL BUILDING WORKS	13 February 2025	10.09am

Building permit details

Building permit number: **BSU 23052/8133585602893**
Version of BCA applicable to building permit: **2022**

Description of building work

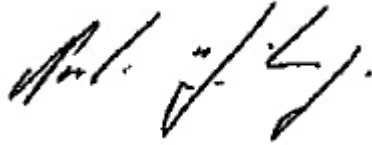
Part of building to which permit applies	Permitted use	BCA Class of building
Farm Sheds x 2	Farming	8

Directions to fix building work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.


Relevant building surveyor

Name: **Noel Gosling**
Address: **45 Parkers Road Deans Marsh Vic 3235**
Email: **noel@njgbuildingsurveyors.com.au**
Building practitioner registration no.: **BSU 23052**
Municipal district name: **Surf Coast Shire**
Certificate no. **BSU 23052/8133585602893**
Date of issue: **23 April 2025**
Date of final inspection **13 February 2025**
Signature:

A handwritten signature in black ink, appearing to read 'Noel Gosling', written in a cursive style.

REPORT ON BUILDING DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993 (OWNER-

Site Address:	1159 Inverleigh-Winchelsea Road Inverleigh 3321		
Date of Report:	29/03/2026	Date on Inspection:	28/03/2026
Weather Condition at time of Inspection:	Fine	Cloudy X Windy	Wet

Name of Building Practitioner:	John Easterbrook		
Address:	205 Bamba Cemetery Rd Deans Marsh	Post Code	3235
Registration#	IN-L 40380	Signature	

Description of the building and materials used in construction:

2x Farm Sheds
 Concrete Bored Piers
 Steel Portal Frame
 Corrugated Roof & Guttering
 PVC Down Pipes

Services connected to the property and their condition:

No Services Connected

If applicable, the condition of all essential services that must be maintained pursuant to Part 11 of the Building Regulations 1994

Not Applicable

Site details:

Level rural site well maintained and in good order at the time of inspection

List of defects in the building/s: *

No defects were note at the time of inspection

Areas of the building/s inaccessible at the time of inspection:

All areas accessible at the time of inspection

Condition and status of incomplete works:

All works completed

- Reports listing defects in the building/s to include, but are not restricted to, conditions of the following building elements:

- § Site drainage
- § Frame
- § Plumbing and drainage
- § Footings
- § External walls
- § External roof
- § Doors/windows
- § Internal walls

NB: A copy of any building permits issued, any occupancy permits or certificates of final inspection issued (as applicable), must be attached to this report



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Application Number: BLD20241777

FORM 2

Regulation 37(1)
Building Act 1993
 Building Regulations 2018

Building Permit No. BSU 23052/8133585602893 16 October 2024
Construction of 2 farm sheds

Issue to

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Name **David Parker(Owner Builder)** Telephone **0408741154**
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a) To be engaged in the building work³

Name	Category/class	Registration Number
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(b) Who were engaged to prepare documents forming part of the application for this permit⁴

Name	Category/class	Registration Number
Camilo Moreno	Civil Engineer	PE0003976

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **N/A**

Insurance policy number : **N/A**

Insurance policy date : **N/A**

Details of Relevant Planning Permit

Planning Permit No: **N/A**

Date of grant of Planning Permit: **N/A**

Nature of Building Work

Construction of 2 farm sheds

Storeys contains: **1**

Rise in storeys: **1**

Effective height: **0m**

Type of construction: **C**

Version of BCA applicable to permit: **2022**

Cost of Building Work: **\$83,880.00**

Total floor area of new building work in m²: **528**

Conditions and required Certificates

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

BCA Class

Part of Building: **Farm Sheds x 2**

Class: **8**

Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On Or Consented To	Regulation
Surf Coast Shire	Construction of 2 Farm sheds in land liable to flooding	153

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements³

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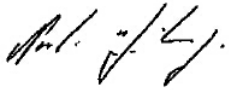
Name: **Noel Gosling**

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Email: **noel@njgbuildingsurveyors.com.au**

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Municipal district: **Surf Coast Shire**



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Annexures 'A'
Conditions of Approval
Building Permit No. BSU 23052/8133585602893 Issued 16 October 2024

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

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Application Number: BLD20241777

Form 17

Regulation 200
Building Act 1993
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CERTIFICATE OF FINAL INSPECTION

Property Details

Number: **1159** Street/Road: **Inverleigh/Winchelsea Road,** Suburb: **Inverleigh** Postcode: **3321**
Lot/s: LP/PS: Volume: **10156** Folio: **485**
Crown allotment: **9** Section: No **17** Parish: **Carrung-e-murnong** County:

Municipal District: **Surf Coast Shire**

Inspection Type	Approved Date	Approved Time
PAD HOLE INSPECTION	21 October 2024	11.02am
FINAL INSPECTION ON COMPLETION OF ALL BUILDING WORKS	13 February 2025	10.09am

Building permit details

Building permit number: **BSU 23052/8133585602893**
Version of BCA applicable to building permit: **2022**

Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
Farm Sheds x 2	Farming	8

Directions to fix building work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

Information Statement Part A

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

INSTALLATION NUMBER: 18373396 **APPLICATION NUMBER:** 521347 **DATE:** 17/03/2026
PROPERTY ADDRESS: 1159 INVERLEIGH-WINCHELSEA RD, INVERLEIGH, VIC 3321
YOUR REFERENCE: 20262444
OWNER: BARWON VALE PTY LTD
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/01/2026 to 31/03/2026. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

		Value	GST	Price
Total Service Charge	\$	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

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

Charges Due & Payable

		Value	GST	Price
TOTAL DUE	\$	<u>NIL</u>	<u>NIL</u>	<u>NIL</u>

Important Information

THERE ARE NO METERS AFFIXED TO THIS PROPERTY.

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

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

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

* **PLEASE NOTE:** Verbal confirmation will not be given after 16/05/2026. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 16/05/2026 and a fee will be payable.

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

Manager Customer Centre

Information Statement Part B

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

17-03-2026

Marcus Scott C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 1159 INVERLEIGH-WINCHELSEA ROAD INVERLEIGH 3321

I refer to your application received at this office on 17/03/2026. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

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

Our Ref: EC521347

Your Ref: 20262444

Agent Ref: 79969960-021-8

Yours faithfully.

Manager Customer Centre

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:	26- 1937051
Your Reference:	80027427-024-2
Date:	26 March 2026

Applicant: Marcus Scott
C/- Landata
landata.online@servictoria.com.au

Vendor Name(s):	Address:
Parker, David Cleary, Catherine	1159 Inverleigh-Winchelsea Road Inverleigh

SRW service applicable to this property: (refer overleaf for details)			
Surfacewater Licence	<input checked="" type="checkbox"/>	Registration Licence	<input type="checkbox"/>
Groundwater Licence	<input type="checkbox"/>	Hazardous Dam	<input type="checkbox"/>
Conditional Section 51	<input type="checkbox"/>		

Service Charge Summary 2025/2026:	Amount \$	Payment Reference	Notes
Carried Forward	(755.65)	Bill Code: 16329	** No notes **
2025/2026 Tariff (1 July 2025 – 30 June 2026)	773.71	Reference: 091057085	
Paid	(18.06)		
Total Payable Account No. 9105708 as at 26 March 2026	\$ 0.00 NIL		

Any outstanding fee listed above is required to be paid in full prior to any transfer being affected, as outlined in S. 275(1) of the *Water Act 1989*.

IMPORTANT INFORMATION

- A Surfacewater or Groundwater licence do not automatically transfer and/or follow a change of ownership of land.
- Registration licences automatically transfer and/or follow a change of ownership of land.
- A licence cannot be transferred without the approval of SRW. An application to transfer a licence must be made in the prescribed form and lodged with the Authority together with the prescribed fee.
- Current water usage is not included in this statement. Should you require a meter reading, submit an application.

Surfacewater, Groundwater, Registration or Conditional Section 51 Transfer Fee	\$152.69
Part Transfer of a Licence Fee	\$693.48
Special Meter Reading Fee	\$139.94

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 No:	BEE076345 & WLE041371	Licence Expiry:	30/06/2039
Service Type:	Licence to take and use Surfacewater and to operate works (Barwon River) - (Unregulated)		
Licensed Volume (Megalitres):	25.0 ML		
Purpose	Irrigation		
Encumbrances / Outstanding Works:	NIL		

Land Description:						
Lot	Plan	Section	Crown Allotment	Parish	Volume	Folio
-	-	17	9	Carrung-e-murong	10156	485

Annual Tariff Description: (subject to annual review)	Volume ML	Rate \$	Amount \$
Licence Fixed Charge Component	1.0	428.96	428.96
Licence Variable Charge Component per ML of Licence Volume	25.00	13.79	344.75
Total Charges 2025/2026			773.71

Bores used solely for domestic and/or stock purposes do not require an ongoing licence under the *Water Act 1989*, so these services will not appear on this statement.

 Post Office Box 153
Maffra Victoria, 3860

 srw@srw.com.au
 1300 139 510

 www.srw.com.au
ABN: 70 801 473 421

COPY OF RECORD IN THE VICTORIAN WATER REGISTER

TAKE AND USE LICENCE

under Section 51 of the Water Act 1989

The information in this copy of record is as recorded at the time of printing. Current information should be obtained by a search of the register. The State of Victoria does not warrant the accuracy or completeness of this information and accepts no responsibility for any subsequent release, publication or reproduction of this information.

This licence does not remove the need to apply for any authorisation or permission necessary under any other Act of Parliament with respect to anything authorised by the take and use licence.

Water used under this entitlement is not fit for any use that may involve human consumption, directly or indirectly, without first being properly treated.

The Authority does not guarantee, by the granting of the licence, that the licensee will obtain any specific quantity or quality of water. The Authority is not liable for any loss or damage suffered by the licensee as a result of the quantity of water being insufficient or the quality of the water being unsuitable for use by the licensee at any particular time or for any particular purpose.

This take and use licence entitles its holders to take and use water as set out under the licence description, subject to the conditions that are specified.

Licence Holder(s)

CATHERINE FRANCES CLEARY of 56 FAULKNER ROAD INVERLEIGH VIC 3321
DAVID ERNEST PARKER of 56 FAULKNER ROAD INVERLEIGH VIC 3321

Licence Contact Details

CF CLEARY AND DE PARKER 56 FAULKNER ROAD
INVERLEIGH VIC 3321

Licence Description

Expiry date	30 Jun 2039
Status	Active
Authority	Southern Rural Water
Name of waterway, aquifer or works	BARWON RIVER-Barwon
Water system type	Unregulated waterway, spring or run-off
River basin or groundwater unit	Barwon
Licence volume	25.0 megalitres
Licence volume adjusted for temporary trade	25.0 megalitres
Method of taking	Harvesting using an off-waterway dam
Period during which water can be taken	01 Jul - 30 Jun inclusive
Use of water	Irrigation - as well as domestic and stock use, dairy use, and general non-irrigation farm use
Trading Zone	Surface water - Barwon

Licence Volume Details

Licence volume 25.0 megalitres
Licence volume adjusted for temporary trade 25.0 megalitres

Temporary volume transaction details

Approval date *Volume traded (ML)* *Expiry date*
Nil

Extraction Point Details

Easting *Northing* *Zone MGA* *Location description*
Nil

Land on which the Water is to be Used

Land description

Volume 10156 Folio 485
CA 9 Section 17 Parish of Carrung-e-murnong

Property address

1159 INVERLEIGH-WINCHELSEA ROAD, INVERLEIGH, VIC 3321

Related Instruments

Related entitlements Nil
Related works licences WLE041371
Other related entities Nil

Application History

<i>Reference</i>	<i>Type</i>	<i>Status</i>	<i>Lodged date</i>	<i>Approved date</i>	<i>Recorded date</i>
PTA049705	Address amendment	Recorded			22 Aug 2019
BET021048	Transfer	Approved	03 Oct 2024	04 Oct 2024	
BET014597	Transfer	Approved	05 Aug 2019	05 Aug 2019	
BET013946	Transfer	Approved	22 Mar 2019	26 Mar 2019	
BET013838	Transfer	Approved	08 Mar 2019	08 Mar 2019	
BEC000896	Surrender and reissue	Approved	08 Mar 2019	08 Mar 2019	

Conditions

This take and use licence is subject to the following conditions:

Method of taking

- 1 Water may only be taken under this licence if it is taken by the method specified in this licence.
- 2 The licence holder must at all times provide the Authority with safe access to inspect all works and appliances used to take water under this licence.

Take location

- 3 Water may only be taken under this licence if it is taken at the location specified in the licence under "extraction point details".

Take volume and rate

- 4 The volume of water taken under this licence in the period during which water may be taken must not exceed the licence volume, less any volume that has been temporarily transferred to another person or location, and the volume of water taken will be measured as the volume taken out of the dam between 1 July and 30 June.

Temporary transfers to the licence holder

- 5 If there has been a temporary transfer of another licence to take water at the location, and use water on the land, specified in this licence:
 - a) the extra volume of water taken must not exceed the volume transferred, and
 - b) all the conditions of this licence apply to the taking and using of water consequential to the transfer.

Take period

- 6 Unless otherwise directed by the Authority, water may be taken at any time between 1 July and 30 June.

Passing flows

- 7 Bypass mechanisms must be installed and maintained in good working order to maintain a flow downstream of the storage to the satisfaction of the Authority.

Rosters and restrictions

- 8 When directed by the Authority, water must be taken in accordance with the rosters and restrictions determined by the Authority, and advised to the licence holder.

Metering of water taken and used

- 9 Water may only be taken under this licence if it is taken through a meter approved by the Authority.
- 10 Meters must be installed, in accordance with the specifications set by the Authority, at the licence holder's expense.
- 11 Meters used for the purpose of this licence are deemed to be the property of the Authority.
- 12 The licence holder must at all times provide the Authority with safe access to meters for the purpose of reading, calibration or maintenance.
- 13 The licence holder must notify the Authority within one business day if the meter ceases to function or operate properly.
- 14 The licence holder must, if required by the Authority, keep an accurate record of the quantity of water taken under this licence and allow the Authority to inspect this record at all reasonable times, and provide a copy of the record when requested.
- 15 The licence holder must not, without the consent of the Authority, interfere with, disconnect or remove any meter used for the purposes of the licence.
- 16 The Authority may, if it deems necessary, make an estimate of the total volume of water taken under this licence.

Use of water

- 17 Water taken under this licence may only be used on the land, and for the purposes, specified in the licence.
- 18 The licence holder must at all times provide the Authority with safe access to inspect the land on which water is licensed to be used.

Operation and maintenance

- 19 The licence holder must keep all works, appliances and dams associated with this licence, including outlet pipes and valves, in a safe and operable condition, and free from obstacles and vegetation that might hinder access to works.

Preventing pollution

- 20 The licence holder must construct and maintain bund walls around any hydrocarbon-fuel-driven engine, motor, fuel storage, or chemical storage used in connection with this licence, in accordance with the timeframe, specifications, guidelines and standards prescribed by the Authority.

Managing groundwater infiltration

- 21 The maximum volume of water that may be applied to the land referred to in the licence in any 12-month period from 1 July to 30 June is the annual use limit which is equal to the licence volume, or if the annual use limit is adjusted by the Authority on account of seasonal conditions this adjusted annual use limit.

Managing drainage disposal

- 22 Where water use results in drainage from the land specified in the licence, that drainage water must be disposed in ways that meet with the standards, terms and conditions adopted from time to time by the Authority.

Fees and charges

- 23 The licence holder must, when requested by the Authority, pay all fees, costs and other charges under the Water Act 1989 in respect of this licence.

END OF COPY OF RECORD

COPY OF RECORD IN THE VICTORIAN WATER REGISTER LICENCE TO OPERATE WORKS

under Section 67 of the Water Act 1989

The information in this copy of record is as recorded at the time of printing. Current information should be obtained by a search of the register. The State of Victoria does not warrant the accuracy or completeness of this information and accepts no responsibility for any subsequent release, publication or reproduction of this information.

This licence does not remove the need to apply for any authorisation or permission necessary under any other Act of Parliament with respect to anything authorised by the works licence.

Water used under this licence is not fit for any use that may involve human consumption, directly or indirectly, without first being properly treated.

This licence is not to be interpreted as an endorsement of the design and/or construction of any works (including dams). The Authority does not accept any responsibility or liability for any suits or actions arising from injury, loss, damage or death to person or property which may arise from the maintenance, existence or use of the works.

Each person named as a licence holder is responsible for ensuring all the conditions of this licence are complied with.

This licence authorises its holders to operate the described works, subject to the conditions.

Licence Holder(s)

CATHERINE FRANCES CLEARY of 56 FAULKNER ROAD INVERLEIGH VIC 3321
DAVID ERNEST PARKER of 56 FAULKNER ROAD INVERLEIGH VIC 3321

Licence Contact Details

CF CLEARY AND DE PARKER 56 FAULKNER ROAD
INVERLEIGH VIC 3321

Licence Details

Expiry date	Ongoing
Status	Active
Authority	Southern Rural Water
Name of waterway or aquifer	BARWON RIVER-Barwon
Water system	Barwon

Summary of Licensed Works

The details in this section are a summary only. They are subject to the conditions specified in this licence.

<i>Works ID</i>	<i>Works type</i>	<i>Use of water</i>
WRK034359	Dam	Irrigation

Description of Licensed Works

WORKS ID WRK034359

Works type Dam
Dam capacity 65.00 megalitres

Extraction Details

Service point/s SP073430 BR.2050 UNM
Maximum annual volume 25.000 megalitres
Use of water Irrigation - as well as domestic and stock use, dairy use, and general non-irrigation farm use

Works location

<i>Easting</i>	<i>Northing</i>	<i>Zone MGA</i>
237834	5774445	Zone 55

Land description

Volume 10156 Folio 485
CA 9 Section 17 Parish of Carrung-e-murnong

Property address

1159 INVERLEIGH-WINCHELSEA ROAD, INVERLEIGH, VIC 3321

Related Instruments

Related entitlements BEE076345

Related water-use entities Nil

Application History

<i>Reference</i>	<i>Type</i>	<i>Status</i>	<i>Lodged date</i>	<i>Approved date</i>	<i>Recorded date</i>
WLV719818	Modify	Approved	03 Oct 2024	04 Oct 2024	
WLV905330	Modify	Approved	10 Jan 2020	10 Jan 2020	
WLV709666	Modify	Approved	05 Aug 2019	05 Aug 2019	
WLV903926	Modify	Approved	28 Mar 2019	28 Mar 2019	
WLV903789	Modify	Approved	08 Mar 2019	08 Mar 2019	
WLV510389	Modify	Approved	04 Feb 2010	05 Feb 2010	
WLI559780	Issue	Approved	29 Aug 2009	29 Aug 2009	

Conditions

Licence WLE041371 is subject to the following conditions:

Preventing pollution

- 1 Water must not be taken through the works if the Authority reasonably believes fuel, or lubricant, or any other matter used in connection with works and appliances associated with this licence, is at risk of contaminating a waterway, or aquifer, or the riparian or riverine environment.
- 2 Water must not be taken through the works associated with the dam if the Authority reasonably believes fuel, or lubricant, or any other matter used in connection with works and appliances associated with this licence, is at risk of being spilled into a waterway, or aquifer, or into the riparian or riverine environment.
- 3 The licence holder must, construct and maintain bund walls around any hydrocarbon fuel driven engine, motor, fuel storage, or chemical storage used in connection with works and appliances associated with this licence, in accordance with the timeframe, specifications, guidelines or standards set down by the Authority.

Metering of water taken and used

- 4 The licence holder must not, without the consent of the Authority, interfere with, disconnect or remove any meter used for the purposes of the licence.
- 5 The Authority may, if it deems necessary, make an estimate of the total volume of water taken under this licence.

Dam safety and surveillance

- 6 If a deficiency is found in the structure of the dam that is not minor in nature, the licence holder must immediately advise the Authority of the nature of the deficiency and engage a suitably qualified engineer to propose a program to rectify it.
- 7 The licence holder must carry out, to the satisfaction of the Authority, any remedial works identified by a suitably qualified engineer.

Operation and maintenance

- 8 Water may only be taken through the works if the works are located at the location specified in the licence under "works location" .
- 9 The licence holder must keep all works, appliances and dams associated with this licence, including outlet pipes and valves, in a safe and operable condition, and free from obstacles and vegetation that might hinder access to works.
- 10 Water may only be taken through the works if the works are sited, constructed, operated and maintained to the satisfaction of the Authority.
- 11 Works must not be altered, removed or decommissioned without a licence that authorises alteration, removal or decommissioning.
- 12 The licence holder must at all times provide the Authority with safe access to inspect all works and appliances used to take water under this licence.

Protecting biodiversity

- 13 Water must not be taken through the works if the Authority reasonably believes that the taking of water, through the works and appliances associated with this licence, is at risk of causing damage to the environment.
- 14 The licence holder must, if required by the Authority, remedy any damage to the environment that in the opinion of the Authority is a result of the installation, operation or maintenance of the works.

Fees and charges

- 15 The licence holder must, when requested by the Authority, pay all fees, costs and other charges under the Water Act 1989 in respect of this licence.

END OF COPY OF RECORD

Property Clearance Certificate

Land Tax



MARCUS SCOTT

Your Reference: LD:79969960-011-9.20262444

Certificate No: 98251029

Issue Date: 17 MAR 2026

Enquiries: ESYSPROD

Land Address: 1159 INVERLEIGH-WINCHELSEA ROAD INVERLEIGH VIC 3321

Land Id	Lot	Plan	Volume	Folio	Tax Payable
32753576			10156	485	\$0.00

Vendor: DAVID PARKER & CATHERINE CLEARY

Purchaser: NOT APPLICABLE

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR DAVID ERNEST PARKER	2026	\$1,250,000	\$0.00	\$0.00

Comments: Property is exempt: LTX primary production land.

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$1,340,000

SITE VALUE (SV): \$1,250,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE: \$0.00**

Notes to Certificate - Land Tax

Certificate No: 98251029

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 = \$6,900.00

Taxable Value = \$1,250,000

Calculated as \$4,650 plus (\$1,250,000 - \$1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$13,400.00

Taxable Value = \$1,340,000

Calculated as \$1,340,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 98251029

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 98251029

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



MARCUS SCOTT

Your Reference: LD:79969960-011-9.20262444

Certificate No: 98251029

Issue Date: 17 MAR 2026

Enquires: ESYSPROD

Land Address: 1159 INVERLEIGH-WINCHELSEA ROAD INVERLEIGH VIC 3321

Land Id	Lot	Plan	Volume	Folio	Tax Payable
32753576			10156	485	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$1,340,000

SITE VALUE: \$1,250,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98251029

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



MARCUS SCOTT

Your Reference: LD:79969960-011-9.20262444

Certificate No: 98251029

Issue Date: 17 MAR 2026

Land Address: 1159 INVERLEIGH-WINCHELSEA ROAD INVERLEIGH VIC 3321

Lot	Plan	Volume	Folio
		10156	485

Vendor: DAVID PARKER & CATHERINE CLEARY

Purchaser: NOT APPLICABLE

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.

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 98251029

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 98251028</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 98251028</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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Extract of EPA Priority Site Register

Page 1 of 1

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 1159 INVERLEIGH-WINCHELSEA ROAD
SUBURB: INVERLEIGH
MUNICIPALITY: SURF COAST
MAP REFERENCES: Vicroads Eighth Edition, State Directory, Map 93 Reference B4
DATE OF SEARCH: 30th March 2026

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

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

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

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

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

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

[Extract of Priority Sites Register] # 80093096 - 80093096120008
'MPJ20262444'



**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Marcus Scott
55 Welsford Street
SHEPPARTON 3630

Client Reference: 20262444

NO PROPOSALS. As at the 17th March 2026, 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®.

1159 INVERLEIGH-WINCHELSEA ROAD, INVERLEIGH 3321
SURF COAST SHIRE

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

Date of issue: 17th March 2026

[Vicroads Certificate] # 79969960 - 79969960142732 '20262444'



Department of Energy,
Environment and Climate Action

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

Your Ref:MPJ20262444
Our Ref:80093096-030-2

30 Mar 2026

Jones and Mitchell Legal Pty Ltd
57-61 Drummond Road
SHEPPARTON 3630

Dear Sir / Madam

**RE: PROPERTY ENQUIRY - 1159 INVERLEIGH-WINCHELSEA ROAD, INVERLEIGH
3321**

I refer to your property enquiry dated 30 Mar 2026, and advise that there are no licences associated with this property.

Should you have any queries regarding this matter please contact adminhub@deeca.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 Energy, Environment and Climate Action, PO Box 500, East Melbourne, Victoria 8002

