CONTRACT OF SALE OF REAL ESTATE INCORPORATING SECTION 32 VENDOR'S STATEMENT

Property: 2 Elmhurst Place, Batesford, Victoria, 3213

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Contract of Sale of Land

Property: 2 Elmhurst Place, Batesford, Victoria, 3213

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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

Contract of sale of land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ……../……/……....

for and on behalf of:

…… ……..
Name of individual Signature of individual

State nature of authority (if applicable): .....

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ……../……/……....

for and on behalf of:

…… ……..
Name of individual Signature of individual

State nature of authority (if applicable): .....

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WHERE SIGNATORY IS A COMPANY

EXECUTED by ……

ABN ……..…
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

…… ……..
Name of director Signature of director

…… ……
Name of director/secretary Signature of director/secretary

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* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ……/……/……...

for and on behalf of:

Jon Hendrik van de Pol …… ……..
Name of individual Signature of individual

State nature of authority (if applicable): .....

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ……../……/…….....

for and on behalf of:

Caroline Margaret van de Pol …… ……..
Name of individual Signature of individual

State nature of authority (if applicable): .....

2 ELMHURST PLACE BATESFORD VIC 3213

WHERE SIGNATORY IS A COMPANY:

EXECUTED by ……

ABN ……
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

……	……..
Name of director	Signature of director
……	……
Name of director/secretary	Signature of director/secretary

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

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Particulars of sale

Vendor's estate agent

Name: H F Richardson Property Pty Ltd in conjunction with Agent Account Services PTY LTD & Veritascoe PTY LTD (t/a White House Estate)

Address: 5 Retreat Road, Newtown, Victoria 3220 / West 6, 33 Mackey Street, North Geelong, Victoria 3215

Email: matt@hfrichardson.com.au / aisha@whitehouseea.com.au

Tel: 5229 8017 / 5292 8922 Mob: ..... Ref: .....

Vendor.

Name: Jon Hendrik van de Pol and Caroline Margaret van de Pol

Address: .....

ABN/ACN: .....

Email: .....

Vendor's legal practitioner or conveyancer

Name: Claire Kenna

Address: Level 17, 31 Queen Street, Melbourne, Victoria, 3000

Email: claire@clairekenna.com.au

Tel: 9020 2054 Mob: ..... Ref: .....

Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Ref: .....

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 12657	Folio 913	A	PS929687E
Volume	Folio		

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

The land includes all improvements and fixtures.

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Property address

The address of the land is: 2 Elmhurst Place, Batesford, Victoria, 3213

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

Nil - vacant land

Payment

Price $ .....

Deposit $ ..... by ..... / ..... / 20..... (of which $ ..... has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

Settlement (general conditions 17 and 26.2)

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

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

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

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

OR

- ☐ a 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* (Vic) 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: $ ..... Approval date: ..... / ..... /20.....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

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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.*

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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

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(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.

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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.

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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 –

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

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

13.6 The contract will be at an end if –

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit –

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

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

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

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

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

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

14.3 The 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.

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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 –

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(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 –

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(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':

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(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

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(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

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(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

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(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 –

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(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

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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.

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Special Conditions

1. Definitions and Interpretation

1.1. Definitions

In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and, unless the context requires otherwise:

(a) *Authority* means any federal, state or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the Law;

(b) *Building Act* means the *Building Act 1993 (Vic)*;

(c) *Building Law* means the Building Act, the Building Regulations, the Building Code of Australia, any repealed laws under which any improvements on the Land were constructed and any other Laws or the requirements of any Authority in relation to any improvements on the Land or any alterations or additions to those improvements;

(d) *Building Regulations* means the *Building Regulations 2018 (Vic)*;

(e) *Business Day* means a day other than a Saturday, Sunday or public holiday in Melbourne;

(f) *Claim* includes any objection, requisition, set-off or claim for compensation or damages against the Vendor, delay in settlement, reduction, withholding or delay in payment of the Price or rescission or termination of this Contract or any attempt to do so;

(g) *Contaminant* means a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment (including asbestos); and *Contamination* has a corresponding meaning;

(h) *Contract* means this contract of sale of real estate and includes any annexures and schedules;

(i) *FIRB* means the Foreign Investment Review Board;

(j) *Guarantee and Indemnity* means a guarantee and indemnity in the form contained in Annexure 1;

(k) *Law* includes any statute, rule, regulation, proclamation, ordinance or by-law (whether present or future);

(l) *Particulars of Sale* means the particulars of sale attached to and forming part of this Contract;

(m) *Planning Permit* means planning permit P22384 issued on 17 December 2024, including any amendments, variations, and endorsed plans;

(n) *Sale of Land Act* means the *Sale of Land Act 1962 (Vic)*;

(o) *Settlement* or *Settlement Date* means the date on which this Contract is actually completed by the parties; and

(p) *Vendor's Statement* means the statement made by the Vendor under section 32 of the Sale of Land Act, which is contained in Annexure 2.

1.2. Interpretation

In the interpretation of this Contract, unless the context otherwise requires:

(a) the headings are inserted only as a matter of convenience and do not affect the interpretation of this Contract;

(b) the singular includes the plural and vice versa and words of one gender include the other genders;

(c) where two or more persons are named as a party to this Contract, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), bind them jointly and each of them severally;

(d) a reference to any party to this Contract or any other document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;

(e) where a word or phrase is defined, its other grammatical forms have corresponding meanings;

(f) *person* includes a natural person, corporation, body corporate, unincorporated association, firm or an authority or body (whether it be any government, semi-government, municipal, statutory or other authority or body);

(g) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, the legislation or legislative provision;

(h) a reference to any agreement or document is to that agreement or document (and where applicable, any of its provisions) as varied, amended, novated, supplemented or replaced from time to time;

(i) a reference to *include* or *including* means includes, without limitation, or including, without limitation, respectively;

(j) anything includes each part of it;

(k) any reference to time in this Contract is a reference to time in Melbourne; and

(l) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract.

1.3. Property Law Dispute Resolution Committee Guidelines

The Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines do not apply to this Contract.

2. Amendments to General Conditions

2.1. Amendment

General condition 33 is amended to read "Interest at the rate equal to 4% plus 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."

2.2. Deletion

General condition 9 is deleted.

3. Acknowledgements

3.1. Disclosure

The Purchaser acknowledges receiving the Vendor's Statement prior to the signing of this Contract or any other documents relating to this sale.

3.2. Estate Agents Act 1980 (Vic)

(a) The Purchaser acknowledges that it received a copy of this Contract at the time of execution of this Contract.

(b) The Purchaser warrants that it has not received any promise from the Vendor's Estate Agent (or any person acting on behalf of the Vendor's Estate Agent) in relation to obtaining a loan for the purchase of the Land.

3.3. Auction Sale

If the Land is offered for sale by auction, it will be subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the *Sale of Land Regulations 2024 (Vic)* or any rules prescribed by regulation which modify or replace those Rules.

4. Identity of Land

4.1. Purchaser's Admissions

Without limiting the generality of General Condition 7, the Purchaser admits, agrees and accepts that:

(a) any boundary fence or wall is correctly located on the title boundary of the Land; and

(b) all structures or improvements on the Land are contained wholly within the title boundaries and no structure or improvement of any adjoining property encroaches over or under the title boundaries to the Land.

4.2. No Claims

The Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action (including amending the title or contributing to any expense of amending the title), in respect of any matters referred to in this special condition 4.

5. Condition of Land

5.1. Purchaser's Inspection

The Purchaser acknowledges and agrees that:

(a) the Purchaser has purchased the Land and the Goods solely as a result of the Purchaser's own enquiries and inspection, including the Purchaser's own enquiries in relation to the Planning Permit;

(b) the Purchaser is satisfied in all respects as to the nature, quality and state of repair of the Land and the Goods and the purposes for which the Land may be lawfully used and any restrictions or prohibitions relating to its development;

(c) the Vendor makes no representations, and provides no warranty, regarding whether the second stage of the subdivision permitted by the Planning Permit can be completed, when it can be completed, or the cost (financial and time) of completion.

(d) the Land and the Goods are sold and accepted by the Purchaser subject to all faults and defects (whether latent or patent), including any Contamination, and in their state and condition as at the Day of Sale; and

(e) the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, alterations, remediation, or improvements to the Land or the Goods.

5.2. Improvements

The Purchaser acknowledges and agrees that any improvements on the Land may be subject to, or require compliance with, any Building Laws. Any failure to comply with any Building Laws will not, and will not be deemed to, constitute a defect in the Vendor's title.

5.3. No Claims

The Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action, in relation to any matters referred to in this special condition 5.

6. Water Licence

6.1. Transfer of Water Licence

The Purchaser acknowledges and agrees that:

1. There is a current surfacewater licence number BEE028025 and WLE032614 issued by Southern Rural Water which benefits the Land ("the Water Licence"). The Water Licence will not automatically transfer and/or follow a change of ownership of the Land.

2. Southern Rural Water may refuse to transfer all, of part, of any entitlements under the Water Licence to the Purchaser from Settlement. The Vendor makes no representations, and provides no warranty, regarding whether the Water Licence will be transferred to the Purchaser.

3. If the Purchaser wishes to apply for transfer of the Water Licence, the Purchaser is responsible for preparing any transfer form required to apply to Southern Rural Water for a transfer of the Water Licence from the Vendor to the Purchaser, at the Purchaser's cost. The Vendor's liability is limited to signing any such transfer form prepared by the Purchaser and providing the signed form to the Purchaser within 14 days of receiving the form from the Purchaser, or at settlement, whichever is later. The Purchaser will be responsible for paying any transfer fee, other fees or duty associated with the transfer.

6.2. Adjustment of annual tariff

The parties agree that the annual tariff associated with the Water Licence will not be adjusted between the parties at Settlement.

6.3. No Claims

The Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action, in relation to any matters referred to in this special condition 6.

7. Adjustment of rates and outgoings

If, at Settlement, the Land is not separately assessed for rates, taxes or other outgoings, the adjustment under general condition 23 will be calculated by applying the proportion that the area of the Land bears to the total area of the land in plan of subdivision PS929687 to the total rates, taxes and outgoings assessed for the parent certificate of title.

8. Default Interest and Costs

8.1. Default Interest

For the purposes of General Conditions 32 and 33, the Purchaser may not require the Vendor to settle this Contract unless interest payable under this Contract is paid to the Vendor.

8.2. Payments on Default

Without limiting General Condition 35, if the Vendor gives to the Purchaser a notice of default under this Contract, the parties agree that the default will not be remedied until the last to occur of the following:

(a) remedy by the Purchaser of the default, or if the default is incapable of remedy, compensation paid to the Vendor to the Vendor's satisfaction; and

(b) payment by the Purchaser to the Vendor of all expenses incurred by the Vendor as a result of the default including:

(i) legal costs and disbursements (calculated on a solicitor and client basis) incurred in drawing and giving the notice and any advice;

(ii) all additional costs incurred by the Vendor (including bridging finance, relocation costs, interest, discount on bills and borrowing expenses); and

(iii) the payment of interest in accordance with this Contract.

9. Nomination

9.1. Procedure

If the Purchaser nominates a substitute or additional purchaser (**"Nominee"**), all arrangements in relation to the nomination must be documented and completed (at the Purchaser's expense) to the reasonable satisfaction of the Vendor.

9.2. Guarantee & Indemnity

If the Nominee is or includes a corporation, the Purchaser must deliver to the Vendor at the same time that it notifies the Vendor of the nomination, a Guarantee and Indemnity duly completed and executed by every director of the Nominee.

10. Stamp Duty

10.1. Stamp Duty

The Purchaser (and any Nominee) must pay all stamp duty (including penalties and fines) payable in connection with this Contract and must indemnify the Vendor against any liability arising from any failure, delay or omission to make payment or make proper disclosure to the State Revenue Office.

10.2. Multiple Purchasers

(a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Land ("**Proportions**").

(b) If the Proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the difference.

(c) The Purchasers must indemnify the Vendor, the Vendor's Estate Agent and the Vendor's Solicitor against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the transfer differing from those in the Contract.

10.3. Non Merger

This special condition 10 will not merge on the transfer of the Land but will continue to have full force and effect.

11. Guarantee and Indemnity

11.1. Delivery of Guarantee and Indemnity

If the Purchaser is or includes a corporation, the Purchaser must deliver to the Vendor a Guarantee and Indemnity on the Day of Sale duly completed and executed by every director of the Purchaser.

12. Entire Contract

12.1. Acknowledgment

The Purchaser warrants that the Purchaser relies entirely upon the Purchaser's own inspection of and searches and enquiries in connection with the Land and that except as is provided in this Contract or the Vendor's Statement, the Purchaser has not relied on any information, representation or warranty (express or implied) provided or made by or on behalf of the Vendor, the Vendor's Estate Agent or the Vendor's Solicitor.

12.2. Entire Agreement

This Contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements and agreements between the parties, whether oral or in writing, in connection with the subject matter of this Contract.

13. FIRB

13.1. Warranty

The Purchaser warrants that one of the following apply:

(a) the Purchaser:

(i) is not required to provide notice to the FIRB or any other relevant Authority of the Purchaser entering into this Contract or for the purchase of the Land; and

(ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* or in compliance with any foreign investment policy of the Commonwealth of Australia to enter into this Contract; or

(b) the Purchaser has obtained any necessary consent or approval from the FIRB and any other relevant Authority to the purchase of the Land by the Purchaser on the terms and conditions set out in this Contract.

13.2. Indemnity

If the warranty in special condition 13.1 is untrue in any respect the Purchaser indemnifies the Vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the Vendor in having relied on the warranty when entering into this Contract.

13.3. Non merger

This special condition 13 will not merge on the transfer of the Land but will continue to have full force and effect.

14. General

14.1. Applicable Law

This Contract is governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria and to appeal courts from them.

14.2. Waiver

A right may only be waived in writing, signed by the party giving the waiver. A waiver by a party of any breach or a failure to enforce or to insist upon the observance of a provision of this Contract will not be a waiver of any other or of any subsequent breach.

14.3. Severance

If any part of this Contract is invalid, unenforceable, illegal, void or voidable for any reason, this Contract will be construed and be binding on the parties as if the invalid, unenforceable, illegal, void or voidable part had been deleted from this Contract, or read down to the extent necessary to overcome the difficulty.

14.4. Co-operation

Each party must do anything (including execute any document) to give effect to this Contract and to the transactions contemplated by it that the other party may reasonably require to give full effect to this Contract.

14.5. Continuing Obligations

The provisions of this Contract capable of having effect after Settlement do not merge on transfer of the Land and continue to have full force and effect irrespective of whether this Contract expressly provides that this is the case.

14.6. Indemnities

If a party is required to indemnify another party under this Contract, that party must pay on demand the amount the other party is liable to pay by the time the other party is required to make payment.

14.7. Amendment

This Contract can only be amended, supplemented or replaced by another document signed by the parties.

14.8. Attorneys and Authorised Representatives

Each person who executes this Contract on behalf of a party under a power of attorney declares that he or she has authority to do so and that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

Annexure 1

GUARANTEE

In consideration of the Vendor named and described in the Contract annexed hereto entering into the Contract with the Purchaser named and described in the Contract the party described as the Guarantor in the Schedule hereto (*Guarantor*) agrees to guarantee and indemnify the Vendor as follows:

1. The Guarantor will pay to the Vendor on demand by the Vendor all moneys payable pursuant to the Contract which are not paid by the Purchaser as prescribed by the Contract whether demand has been made by the Vendor on the Purchaser or not.

2. The Guarantor will observe and perform on demand by the Vendor all conditions, obligations and liabilities with which the Purchaser does not comply as prescribed by the Contract whether a demand for such observance or performance has been made by the Vendor on the Purchaser or not.

3. The Vendor may without affecting this Guarantee grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or release, part with, vary, relinquish or renew in whole or in part any security, document of title, asset or right held by the Vendor.

4. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has repaid the total indebtedness of the Purchaser and so that in the event of the liquidation or bankruptcy of the Guarantor the Vendor will be entitled to prove for the total indebtedness of the Purchaser.

5. In the event of the liquidation or bankruptcy of the Purchaser the Guarantor authorises the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee.

6. The remedies of the Vendor against the Guarantor will not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void, defective or informal.

7. The Guarantor will indemnify the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded his powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.

8. Any demand or notice under this Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the guarantor by prepaid letter addressed to the Guarantor at his address herein mentioned. Such notice or demand when posted will be deemed to be properly given on the day next following the day of posting.

9. Where not inconsistent with the context the expression *Guarantor* as herein used will where there is only one Guarantor mean and include the Guarantor, his executors and administrators or in the case of a corporate Guarantor that Guarantor and its successors and will when there are two or more Guarantors mean and include those Guarantors and each and every or any of them and the executors, administrators or successors of each and every one of them. When two or more Guarantors are parties hereto the covenants and agreements on their part herein contained will bind them and any two or more of them jointly and each of them severally.

EXECUTED by the Guarantors this day of 20 .

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

.....Witness

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

.....Witness

SCHEDULE

THE GUARANTORS:

Name:
Address:

Name:
Address:

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	2 Elmhurst Place, Batesford, Victoria, 3213

Vendor's name	Jon Hendrik van de Pol	**Date** / /
Vendor's signature		
Vendor's name	Caroline Margaret van de Pol	**Date** / /
Vendor's signature		

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 certificates and/or documents.

(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 items 1.1(a) above, other than any amounts described below, however, the adjustments will be made at settlement as required by the Contract of Sale.

- The Purchaser will be responsible for any costs associated with the stage 2 subdivision permitted by the Planning Permit.
- The Purchaser will be responsible for any costs associated with connection of the services.

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:

	To	

Other particulars (including dates and times of payments):

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?

No

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

INSURANCE

1.6 **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.

1.7 **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.

2. LAND USE

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

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

Is in the attached copies of title document/s and certificates. There may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cable and underground gas pipes laid outside of any registered easements which are not registered or not required to be registered on the certificate of title. The Purchaser should make its own enquiries.

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

Nil to the Vendor's knowledge.

2.2 **Road Access**

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

2.3 **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an "X" ☒

2.4 **Planning Scheme**

Attached is a certificate with the required specified information.

3. NOTICES

3.1 **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:

As set out in the attached documents, otherwise, nil to the Vendor's knowledge and the Purchaser should make its own enquiries.

3.2 **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.

3.3 **Compulsory Acquisition**

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

None to the Vendor's knowledge.

4. 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):

As set out in the attached certificate and/or documents.

5. OWNERS CORPORATION

Not applicable

6. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

7. SERVICES

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

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

8. TITLE

Attached are copies of the following documents:

(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.

9. SUBDIVISION

9.1 **Unregistered Subdivision**

Not applicable.

9.2 **Staged Subdivision**

As set out in the attached certificate and/or documents.

9.3 **Further Plan of Subdivision**

Not applicable.

10. DISCLOSURE OF ENERGY INFORMATION

Not applicable.

11. DUE DILIGENCE CHECKLIST

A copy of the Due Diligence Checklist is attached.

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

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

VOLUME 12657 FOLIO 913

Security no : 124132339317U
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LAND DESCRIPTION

Lot A on Plan of Subdivision 929687E.
PARENT TITLE Volume 12303 Folio 394
Created by instrument PS929687E 20/02/2026

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JON HENDRIK VAN DE POL
CAROLINE MARGARET VAN DE POL both of 1 ELMHURST PLACE BATESFORD VIC 3213
PS929687E 20/02/2026

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
BA039983F 21/01/2026

DIAGRAM LOCATION

SEE PS929687E FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS929687E (B)	PLAN OF SUBDIVISION	Registered	20/02/2026

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

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

Street Address: 2 ELMHURST PLACE BATESFORD VIC 3213

ADMINISTRATIVE NOTICES

NIL

eCT Control 19898M CLAIRE KENNA
Effective from 20/02/2026

DOCUMENT END

Department of Transport and Planning

Electronic Instrument Statement

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Status	Registered	Dealing Number	BA039983F
Date and Time Lodged	21/01/2026 11:38:04 AM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	22504418-7cmm

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

Privacy Collection Statement
The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or Interest
FEE SIMPLE

Land Title Reference
12303/394

Instrument and/or legislation
RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	GOLDEN PLAINS SHIRE COUNCIL
Address	
Street Number	2
Street Name	POPE
Street Type	STREET
Locality	BANNOCKBURN
State	VIC
Postcode	3331

Additional Details

Department of Transport and Planning

Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	GOLDEN PLAINS SHIRE COUNCIL
Signer Name	CLARE MARGARET MCKENNA
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	LAW PRACTICE
Execution Date	21 JANUARY 2026

File Notes:
NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

Reference :22504418-7cmm
Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Imaged Document Cover Sheet

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

Document Type	**Instrument**
Document Identification	**BA039983F**
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Document Assembled	**20/02/2026 12:13**

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Harwood Andrews

SECTION 173 AGREEMENT
PLANNING AND ENVIRONMENT ACT 1987

GOLDEN PLAINS SHIRE COUNCIL
Responsible Authority

- and -

JON HENDRIK VAN DE POL
CAROLINE MARGARET VAN DE POL
Registered Land Owner

in relation to land at:

1 ELMHURST PLACE, BATESFORD

BA039983F

EMW:22504418

Harwood Andrews
ABN 98 076 868 034
Tower Two | Collins Square
Level 22, 727 Collins Street
Melbourne, VIC, 3008

PO Box 633 Collins St West Vic 8007

T 03 9611 0190 F 03 9620 9288

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THIS AGREEMENT is made theTwentieth day of January 2026

PARTIES:

1. **Golden Plains Shire Council** of 2 Pope Street, Bannockburn 3331 (**Responsible Authority**)

2. **Jon Hendrik Van De Pol** and **Caroline Margaret Van De Pol** both of 1 Elmhurst Place, Batesford 3213. (**Owner**)

RECITALS:

R.1. The Owner is the registered proprietor of the land known as 1 Elmhurst Place, Batesford, being the land contained in Certificate of Title Volume 12303 Folio 394, more particularly described as Land in Plan of Consolidation 377316F (**Land**).

R.2. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.

R.3. The Responsible Authority issued planning permit number P22384 on 17 December 2024 allowing:

GOLDEN PLAINS PLANNING SCHEME CLAUSE No:	DESCRIPTION OF WHAT IS ALLOWED:
Clause 32.03-3 of the Low Density Residential Zone (LDRZ1)	Staged subdivision of land into five (5) lots
Clause 42.01-2 of the Environmental Significance Overlay (ESO)	Subdivision of land
Clause 43.02-3 of the Design and Development Overlay (DDO5)	Subdivision of land
Clause 44.03-3 of the Floodway Overlay	Subdivision of land
Clause 44.04-3 of the Land Subject to Inundation Overlay	Subdivision of land

(**Permit**).

R.4. Condition 12 of the Permit provides as follows:

Section 173 agreement

12. Prior to the issue of a statement of compliance under the Subdivision Act 1988, the owner of the land must enter into an agreement with the Responsible Authority made pursuant to Section 173 of the Planning and Environment Act 1987, and make an application to the Registrar of Titles to have the agreement registered on title to the land under Section 181 of the Act, which provides for the following:

a. all newly created lots within this subdivision may not be further subdivided

BA039835E

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An application must be made to the Registrar of Titles to register the Section 173 agreement on the title to the land under Section 181 of the Act. The owner/operator must pay the Responsible Authority's reasonable costs for the preparation, review, execution, and registration of the Section 173 agreement.

R.5. This Agreement is entered into between the Responsible Authority and the Owner pursuant to section 173 of the Act in order to meet the requirements of condition 12 of the Permit and to achieve the objectives of planning in Victoria.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:

1.1. **Act** means the *Planning and Environment Act 1987* (Vic).

1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.

1.3. **Current Address for Service**

1.3.1. for the Responsible Authority means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the website of the Responsible Authority; and

1.3.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Responsible Authority for any purpose or purposes relating to the Land.

1.4. **Current Email Address for Service**

1.4.1. for the Responsible Authority means any email address listed on the website of the Responsible Authority; and

1.4.2. for the Owner means any email address provided by the Owner to the Responsible Authority for the express purpose of electronic communication regarding this Agreement.

1.5. **Land** means the land described in Recital R.1 and any reference to the Land includes any lot created by the subdivision of the Land or any part of it.

1.6. **Lot** has the same meaning as in the *Subdivision Act 1988 (Vic)* and for the purpose of this Agreement means a lot created from the subdivision of the Land. Where followed by a number, Lot means the land marked with the corresponding lot number as shown on the Staging Plan.

1.7. **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

1.8. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.

1.9. **Owner's Obligations** means the covenants, promises, agreements, indemnities, undertakings and warranties given by the Owner under this Agreement including the specific obligations imposed under clause 3.

1.10. **party** or **parties** means the Owner and the Responsible Authority under this Agreement as appropriate.

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1.11. **Permit** means the planning permit issued by the Responsible Authority described in Recital R.3 including the plans endorsed under it and as amended from time to time, or any subsequent permit issued by the Responsible Authority.

1.12. **Planning Scheme** means the Golden Plains Planning Scheme and any successor instrument or other planning scheme which applies to the Land.

1.13. **Staging Plan** means the staging plan endorsed by Council under the Permit.

1.14. **Register** and **Registrar** have the same meaning as in the *Transfer of Land Act 1958* (Vic).

1.15. **Responsible Authority** means Golden Plains Shire Council in its capacity as:

1.15.1. the authority responsible for administering and enforcing the Planning Scheme; and

1.15.2. a municipal council within the meaning of the *Local Government Act 2020* (Vic),

and includes its agents, officers, employees, servants, workers and contractors and any subsequent person or body which is the responsible authority or municipal council.

2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

2.1. The singular includes the plural and the plural includes the singular.

2.2. A reference to a gender includes a reference to all other genders.

2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.

2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.

2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.

2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.

2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.

2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.

2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

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3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner agrees with the Responsible Authority that:

3.1. Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 must not be further subdivided.

4. FURTHER COVENANTS OF THE OWNER

The Owner warrants and covenants with the Responsible Authority that:

4.1. It is the registered proprietor (or entitled to be so) of the Land.

4.2. Save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches.

4.3. Neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act* 1958 (Vic).

4.4. It will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement.

4.5. It will within 28 days of written demand pay to the Responsible Authority the Responsible Authority's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:

4.5.1. negotiation, preparation, execution and recording of this Agreement;

4.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and

4.5.3. determination of whether any of the Owner's obligations have been undertaken to the satisfaction of the Responsible Authority or to give consent to anything under this Agreement.

To the extent that such costs and expenses constitute legal professional costs, the Responsible Authority may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by the Responsible Authority and the Owner. Such costs payable by the Owner will include the costs and disbursements associated with the recording, cancellation or alteration of this Agreement in the Register.

4.6. It will do all that is necessary to enable the Responsible Authority to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document.

4.7. Until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

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5. FURTHER ASSURANCE

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

6. AMENDMENT

This Agreement may be amended only in accordance with the requirements of the Act.

7. NO WAIVER

No waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement nor to be a waiver of or in any way release any party from compliance with any provision, condition or requirement in the future nor will any delay or omission of any party to exercise any right under this Agreement in any manner impair the exercise of such right accruing to it thereafter.

8. NO FETTERING OF POWERS OF RESPONSIBLE AUTHORITY

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

9. INTEREST ON OVERDUE MONEYS

Any amount due to the Responsible Authority under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 120 of the *Local Government Act 2020* (Vic) and any payment made shall be first directed to payment of interest and then principal amount owning.

10. NOTICES

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery or by email to the Current Addresses for Service or Current Email Address for Service of the parties and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

10.1. not later than two business days after being deposited in the mail with postage prepaid;

10.2. when delivered by hand; or

10.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic).

11. COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Responsible Authority its reasonable costs of action taken to achieve compliance with this Agreement.

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12. INVALIDITY OF ANY CLAUSE

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

13. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

14. JOINT OBLIGATIONS

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

16. COUNTERPARTS, ELECTRONIC SIGNING AND EXCHANGE BY EMAIL

16.1. This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute this Agreement.

16.2. Execution by either or both parties of an email copy of this Agreement will constitute valid and binding execution of this Agreement by such party or parties.

16.3. The parties acknowledge and agree that this Agreement may be executed electronically in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* (Vic).

17. COMMENCEMENT AND ENDING OF AGREEMENT

17.1. This Agreement will commence:

17.1.1. on the date that it bears; or

17.1.2. if it bears no date, on the date it is recorded in the Register.

17.2. This Agreement will end by agreement between the parties or otherwise in accordance with the provisions of the Act.

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EXECUTED AS A DEED

SIGNED on behalf of the **GOLDEN PLAINS SHIRE COUNCIL** by the Chief Executive Officer pursuant an instrument of delegation authorised by Council in the presence of:)

Signed by: Adam McSwain 9E16BCEC5D734CB...

Chief Executive Officer

DocuSigned by: Keryn Sosinski 3FEE15C9E0DE4B5...

Witness signature

Keryn Sosinski

Witness name (please print)

By witnessing this Agreement, the above witness confirms that either:

- this Agreement was signed physically in their presence; or
- where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions (Victoria) Act 2000 (Vic) have been met.

SIGNED SEALED AND DELIVERED by the said **JON HENDRIK VAN DE POL** in the presence of:

Jon Hendrik Van De Pol

JOSH MATHEW LICENSEE

Witness

GEELONG WEST POST OFFICE
210B Pakington Street
GEELONG WEST VIC 3218
Tel : 0... 5229 5139

By witnessing this Agreement, the above witness confirms that either:

- this Agreement was signed physically in their presence; or
- where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions (Victoria) Act 2000 (Vic) have been met.

SIGNED SEALED AND DELIVERED by the said **CAROLINE MARGARET VAN DE POL** in the presence of:

Caroline Margaret Van De Pol

JOSH MATHEW LICENSEE

Witness

GEELONG WEST POST OFFICE
210B Pakington Street
GEELONG WEST VIC 3218
Tel : 0... 5229 5139

By witnessing this Agreement, the above witness confirms that either:

- this Agreement was signed physically in their presence; or
- where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions (Victoria) Act 2000 (Vic) have been met.

BA399334

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PLAN OF SUBDIVISION

EDITION 1

PS 929687E

LOCATION OF LAND

PARISH: GHERINEGHAP

TOWNSHIP: -

SECTION: -

CROWN ALLOTMENT: -

CROWN PORTION: 25 (PART)

TITLE REFERENCE: VOL.12303 FOL.394

LAST PLAN REFERENCE: PC377316F

POSTAL ADDRESS: 1 ELMHURST PLACE
(at time of subdivision) BATESFORD, 3213

MGA CO-ORDINATES: E: 261 632 ZONE: 55
(of approx centre of land in plan) N. 5 781 975 GDA 2020

Council Name. Golden Plains Shire Council

Council Reference Number: S-1739
Planning Permit Reference: P22384
SPEAR Reference Number: S248061B

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification

Digitally signed by: Sarah Maree Smith for Golden Plains Shire Council on 04/12/2025

Statement of Compliance issued: 28/01/2026

Public Open Space

A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

DEPTH LIMITATION Does not apply

SURVEY:
This plan is based on survey.

STAGING:
This is not a staged subdivision.
Planning Permit No. P22384

This survey has been connected to permanent marks No(s).

In Proclaimed Survey Area No.

NOTATIONS

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

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

St. Quentin

SURVEYORS FILE REF: 17769

ORIGINAL SHEET SIZE: A3

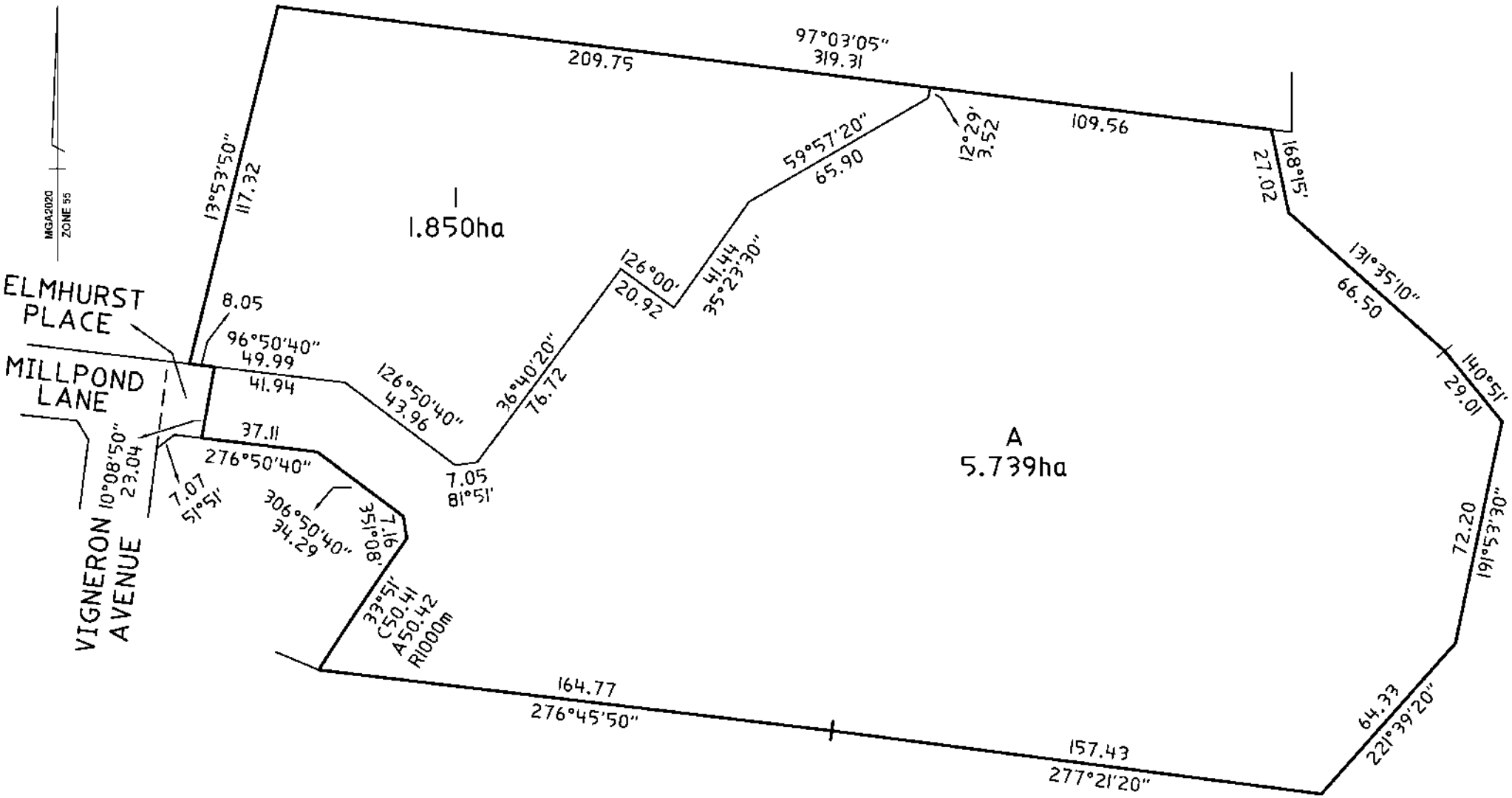
SHEET 1 OF 2

Digitally signed by: Greg Thompson, Licensed Surveyor.
Surveyor's Plan Version (V01),
02/12/2025, SPEAR Ref: S248061B

Land Use Victoria Plan Registered
09:44 AM
20/02/2026
Assistant Registrar of Titles

Amended by: Greg Thompson. Licensed Surveyor 18/02/2026.

PS PS929687E



St. Quentin	SCALE 1:1250	12.5 0 12.5 25 37.5 50 LENGTHS ARE IN METRES	SHEET SIZE: A3	REF: 17769	01_LUV	SHEET 2
	Digitally signed by: Greg Thompson, Licensed Surveyor. Surveyor's Plan Version (V01), 02/12/2025, SPEAR Ref: S248061B		Digitally signed by: Golden Plains Shire Council, 04/12/2025, SPEAR Ref: S248061B		

Amended by: Greg Thompson, Licensed Surveyor 18/02/2026.

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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

1220487

APPLICANT'S NAME & ADDRESS

CLAIRE KENNA C/- LANDATA

DOCKLANDS

VENDOR

VAN DE POL, JON HENDRIK

PURCHASER

NOT KNOWN

REFERENCE

van de Pol

This certificate is issued for:

PLAN PC377316 ALSO KNOWN AS 1 ELMHURST PLACE BATESFORD
GOLDEN PLAINS SHIRE

The land is covered by the:

GOLDEN PLAINS PLANNING SCHEME

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

The land:

- is included in a LOW DENSITY RESIDENTIAL ZONE - SCHEDULE 1
- is within a LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 2
- and a FLOODWAY OVERLAY - SCHEDULE 2
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 11
- and a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 3
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5
- and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 18

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

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

03 February 2026

Sonya Kilkenny
Minister for Planning

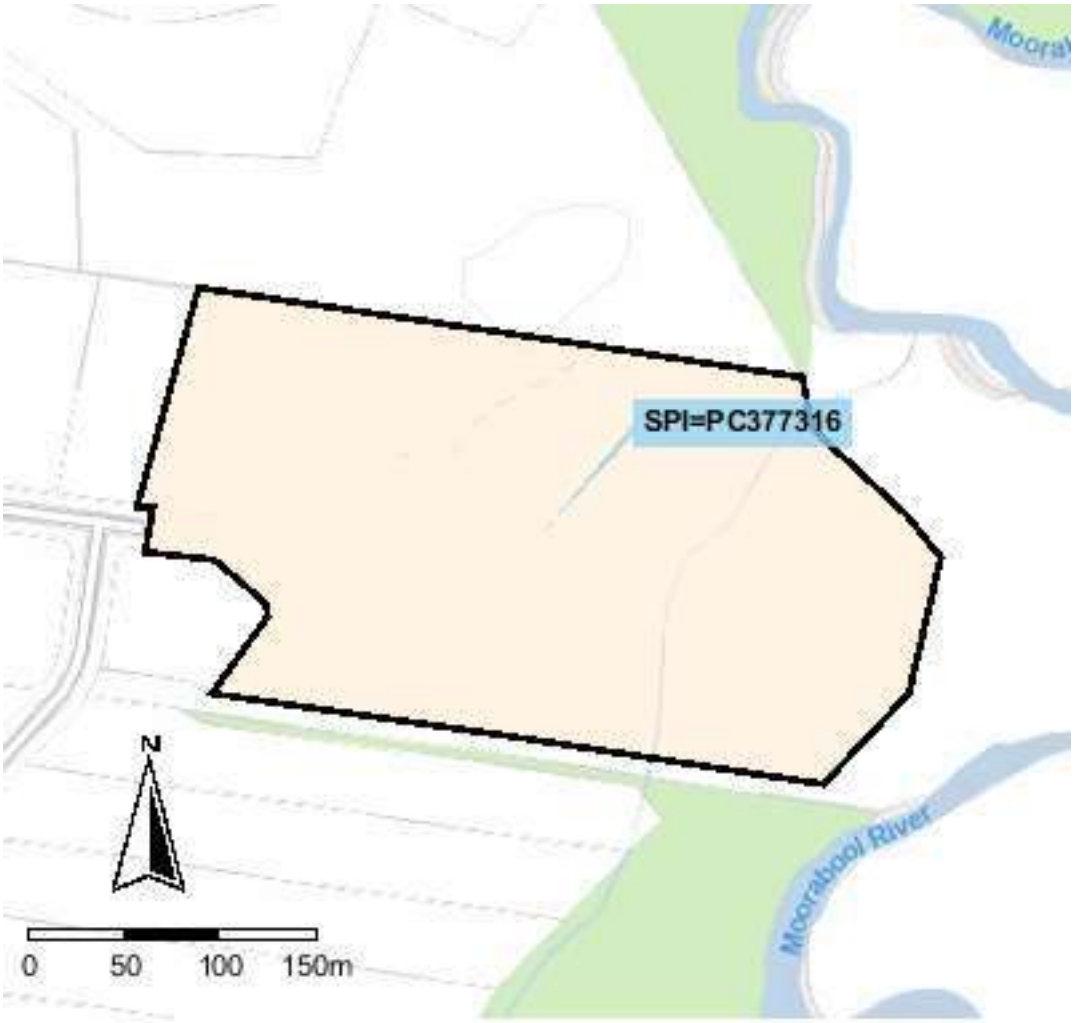
VICTORIA State Government

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

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

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

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



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VICTORIA State Government

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 07 March 2026 06:39 PM

PROPERTY DETAILS

Address:	**1 ELMHURST PLACE BATESFORD 3213**	
Lot and Plan Number:	**Plan PC377316**	
Standard Parcel Identifier (SPI):	**PC377316**	
Local Government Area (Council):	**GOLDEN PLAINS**	www.goldenplains.vic.gov.au
Council Property Number:	**41750040**	
Planning Scheme:	**Golden Plains**	Planning Scheme - Golden Plains
Directory Reference:	**Melway 430 D9**	

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:	**GEELONG**

OTHER

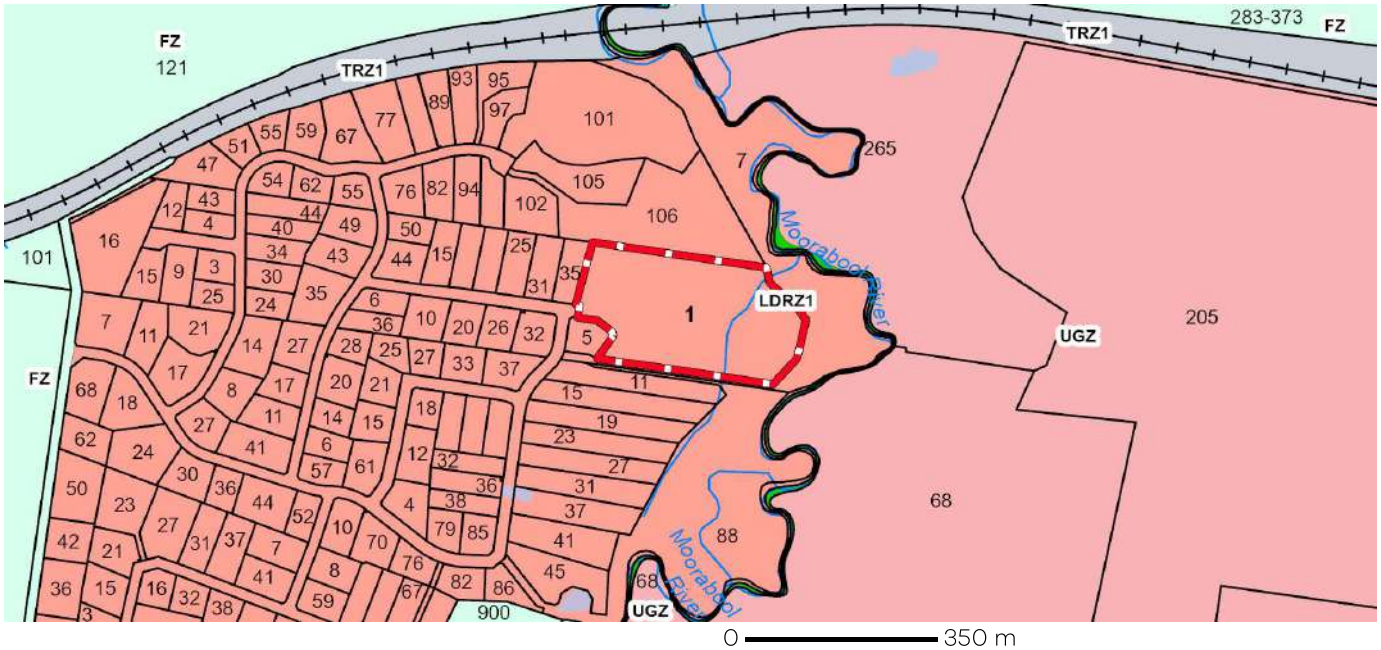
Registered Aboriginal Party:	**Wadawurrung Traditional Owners Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

LOW DENSITY RESIDENTIAL ZONE (LDRZ) (GOLDEN PLAINS)

LOW DENSITY RESIDENTIAL ZONE - SCHEDULE 1 (LDRZ1) (GOLDEN PLAINS)



FZ - Farming	**LDRZ - Low Density Residential**	**PCRZ - Public Conservation and Resource**
TRZ1 - State Transport Infrastructure	**UGZ - Urban Growth**	**Railway line**
Water area	**Water course**	

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

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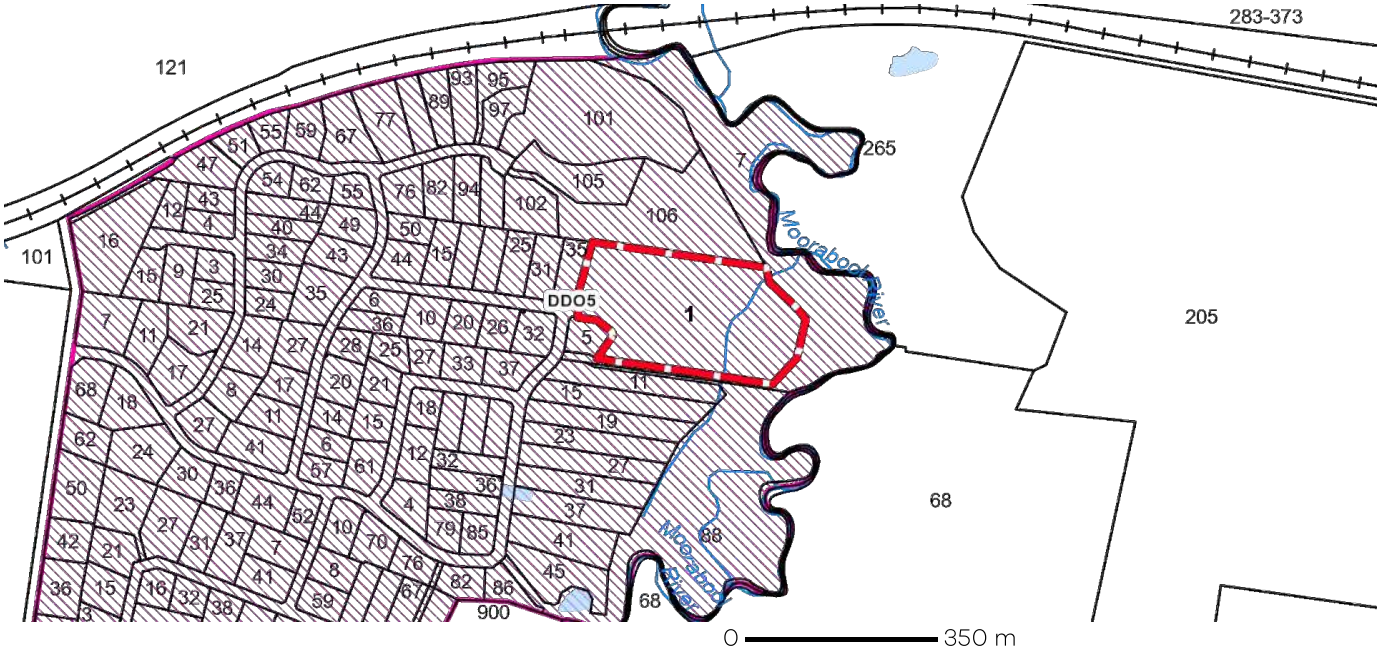
Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO) (GOLDEN PLAINS)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5 (DDO5) (GOLDEN PLAINS)



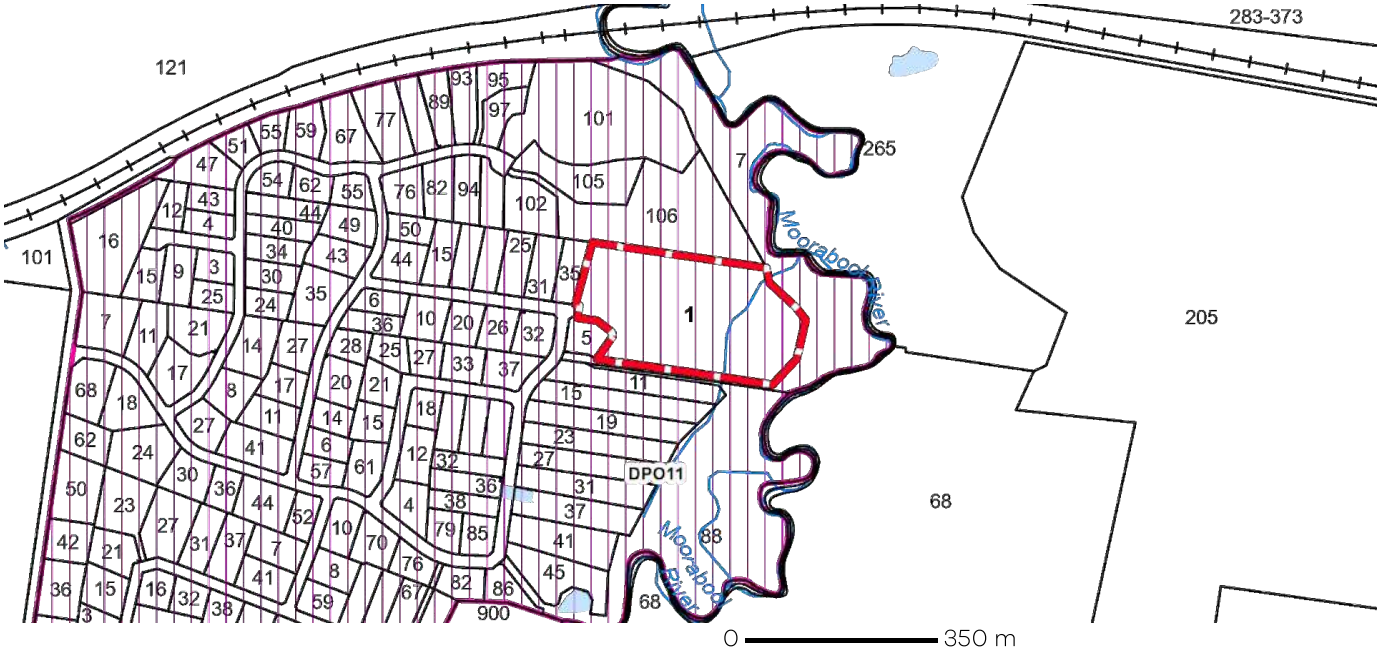
DDO - Design and Development Overlay **Railway line** **Water area**

Water course

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

DEVELOPMENT PLAN OVERLAY (DPO) (GOLDEN PLAINS)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 11 (DPO11) (GOLDEN PLAINS)



DPO - Development Plan Overlay **Railway line** **Water area**

Water course

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

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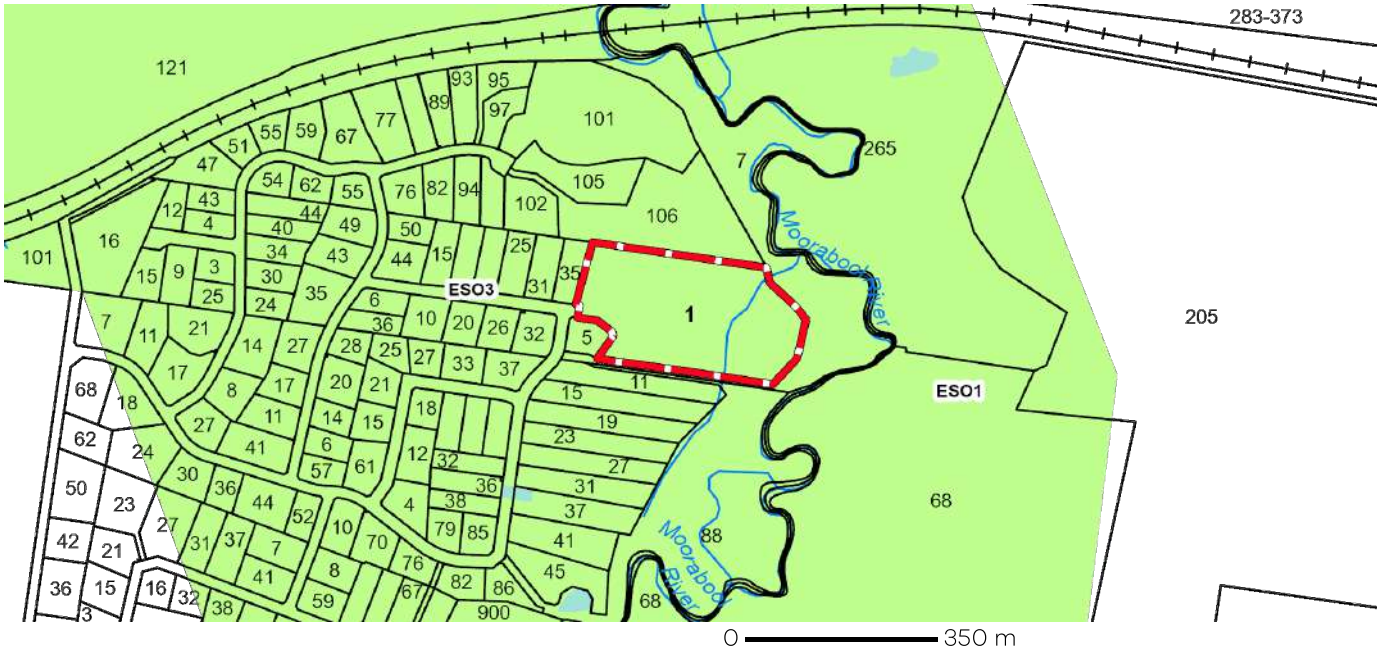
PLANNING PROPERTY REPORT

Planning Overlays

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) (GOLDEN PLAINS)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 3 (ESO3) (GOLDEN PLAINS)



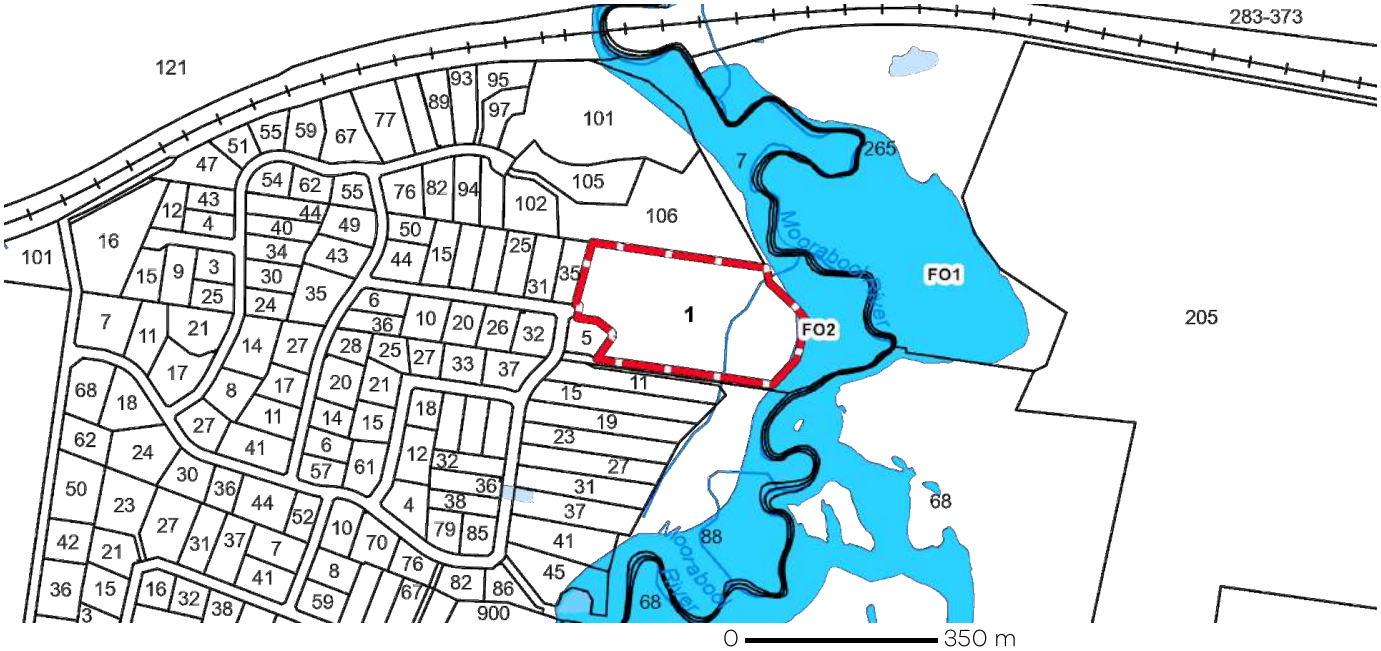
ESO - Environmental Significance Overlay **Railway line** **Water area**

Water course

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

FLOODWAY OVERLAY (FO) (GOLDEN PLAINS)

FLOODWAY OVERLAY - SCHEDULE 2 (FO2) (GOLDEN PLAINS)



FO - Floodway Overlay **Railway line** **Water area**

Water course

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

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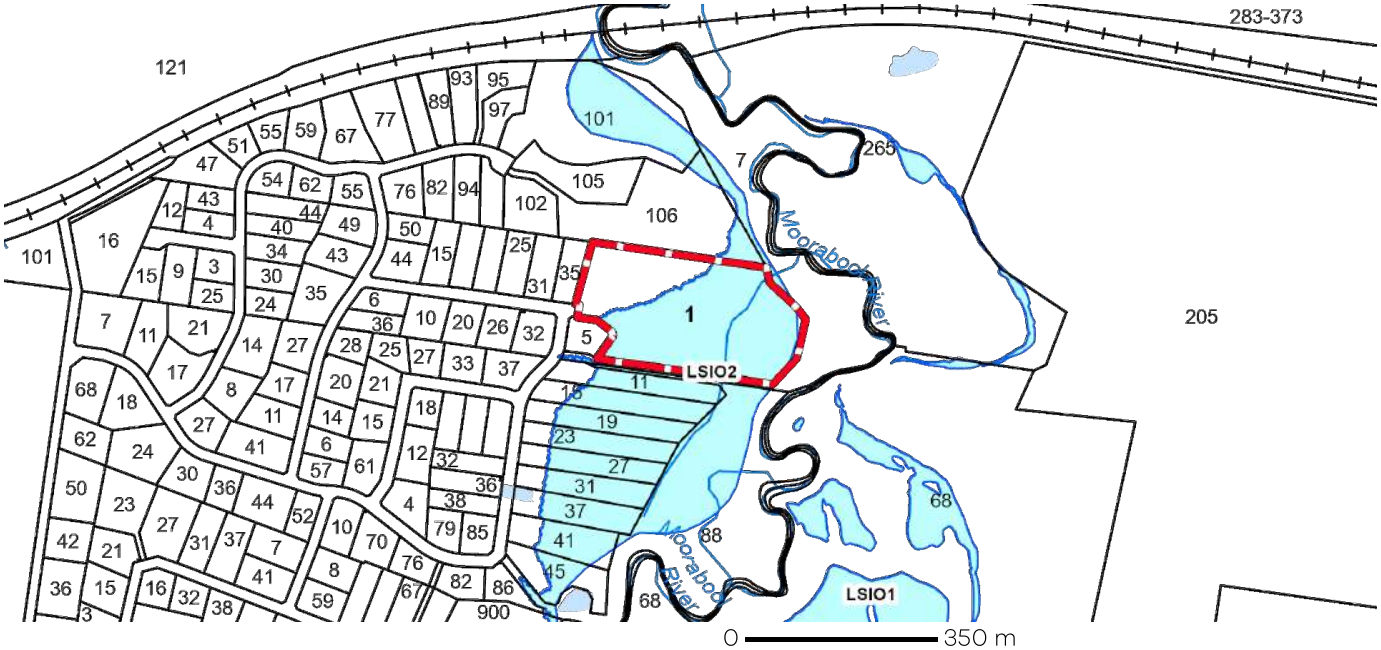
Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO) (GOLDEN PLAINS)

LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 2 (LSIO2) (GOLDEN PLAINS)



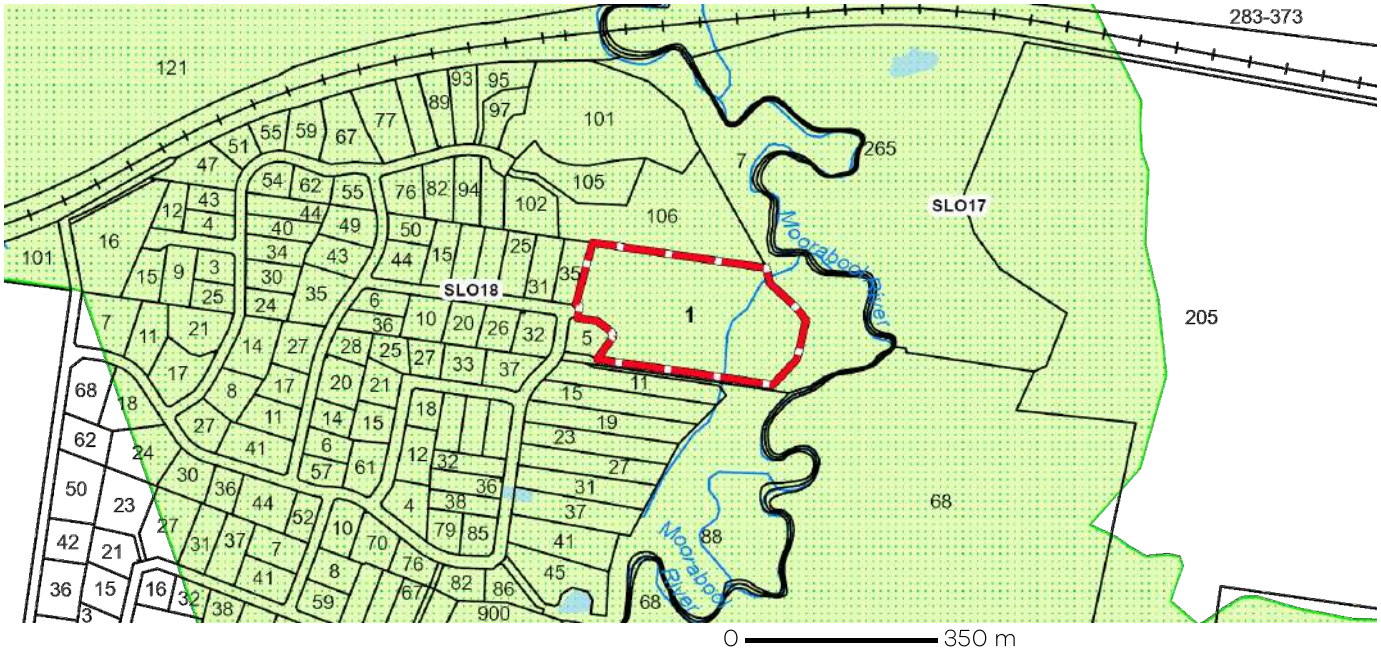
LSIO - Land Subject to Inundation Overlay **Railway line** **Water area**

Water course

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO) (GOLDEN PLAINS)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 18 (SLO18) (GOLDEN PLAINS)



SLO - Significant Landscape Overlay **Railway line** **Water area**

Water course

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

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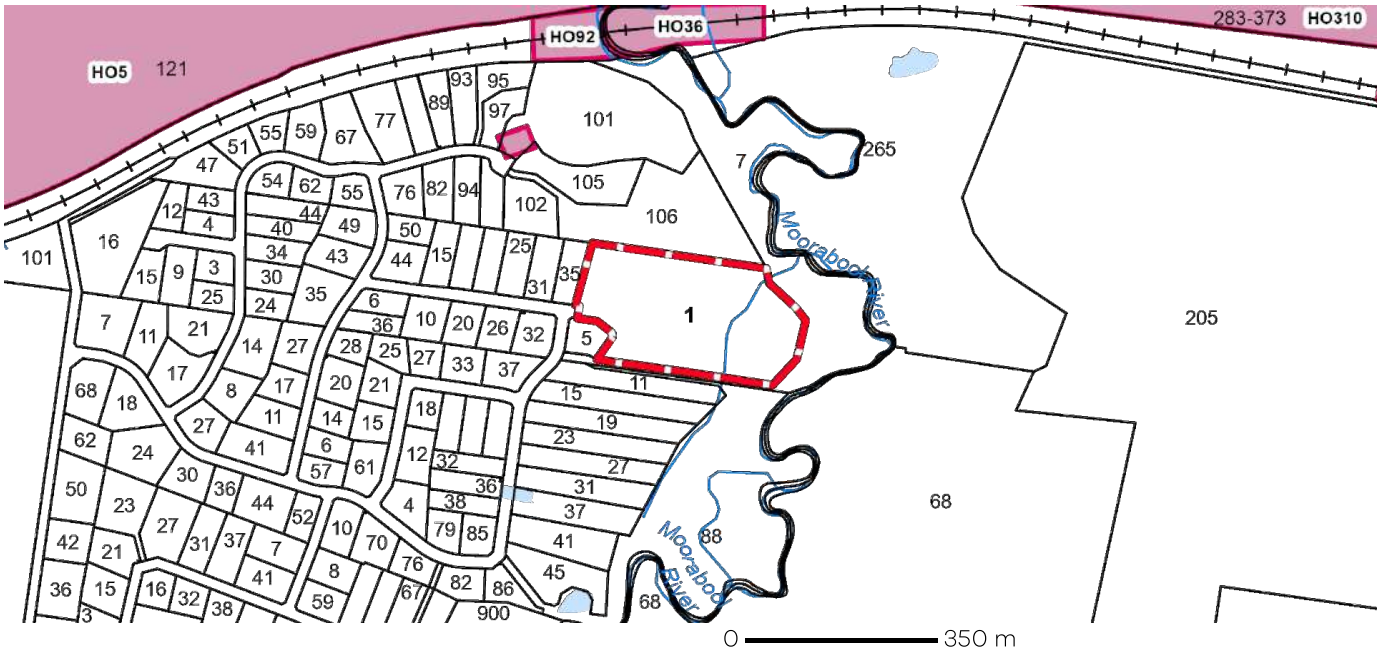
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO) (GOLDEN PLAINS)

HERITAGE OVERLAY (HO) (GREATER GEELONG)



HO - Heritage Overlay **Railway line** **Water area**

Water course

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

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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.

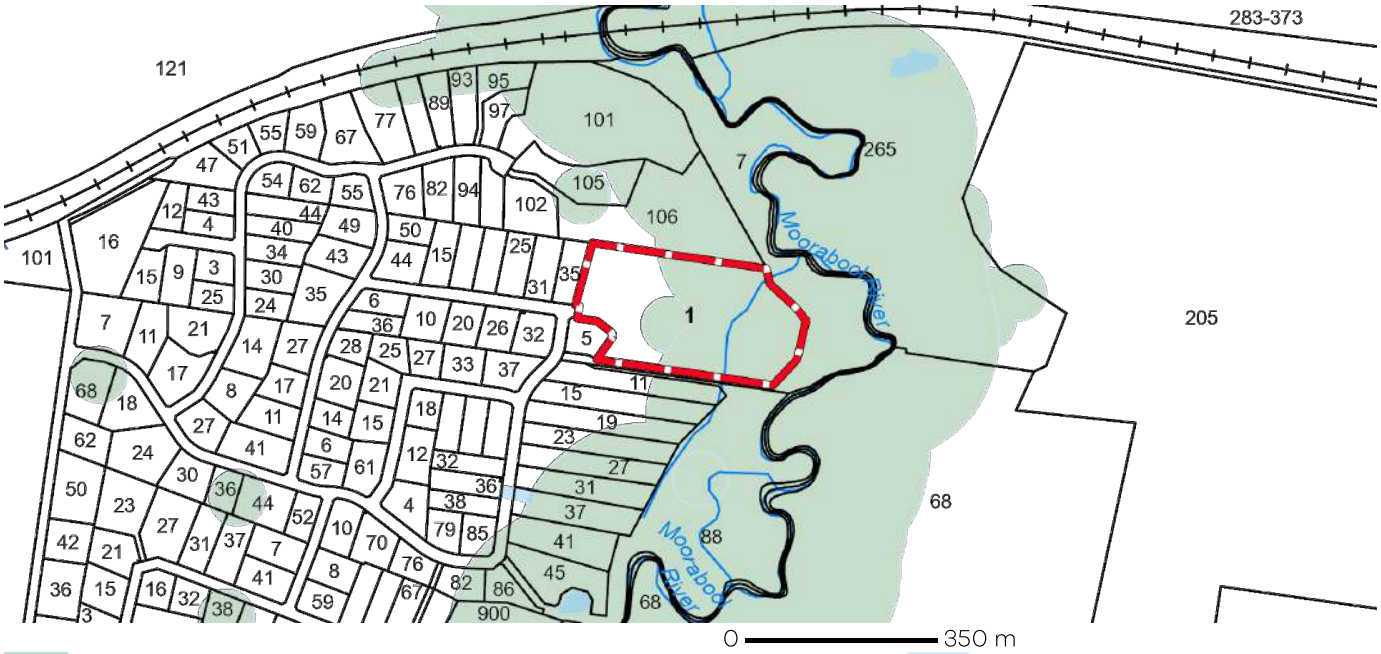
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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



Aboriginal Cultural Heritage
Railway line
Water area
Water course

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Further Planning Information

Planning scheme data last updated on 6 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

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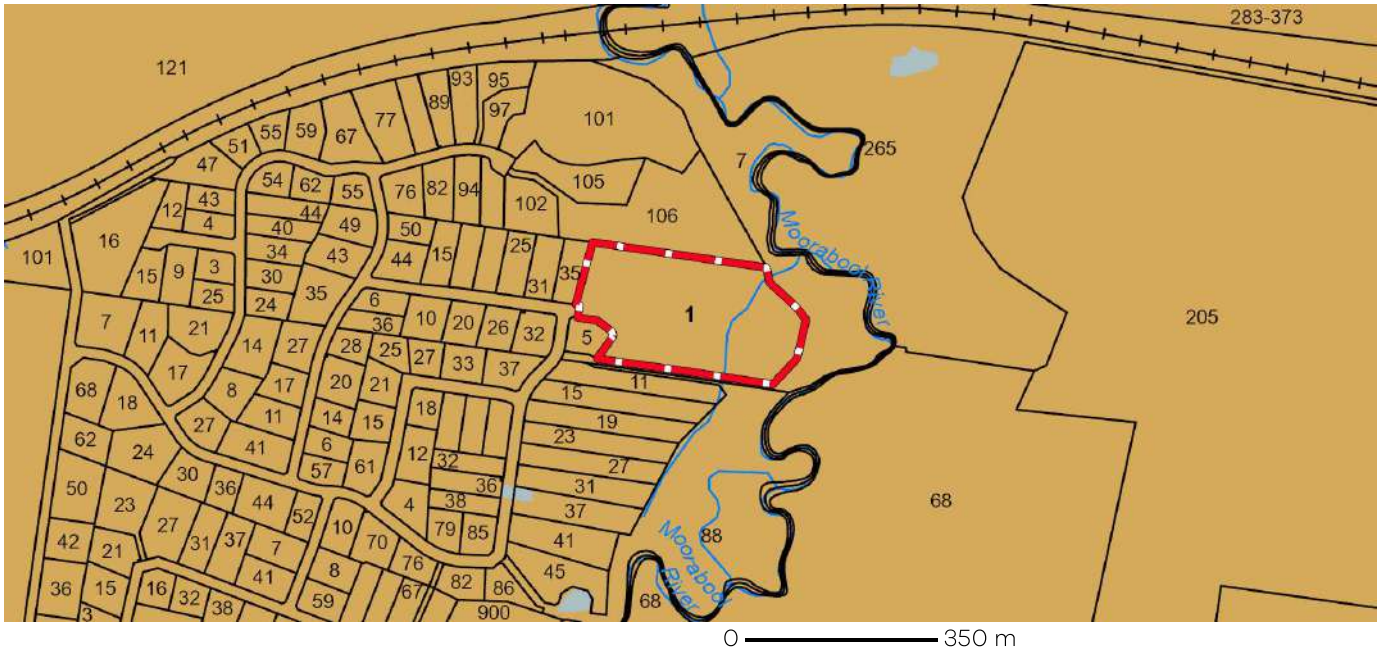
Designated Bushfire Prone Areas

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 Bushfire Prone Areas **Railway line** **Water area**

Water course

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

Native plants that are indigenous to 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)

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GOLDEN PLAINS SHIRE

PLANNING PERMIT

Permit Number	P22384
Planning Scheme	Golden Plains Planning Scheme
Responsible Authority	Golden Plains Shire Council

PERMIT APPLICATION NO:	P22384
LAND:	1 Elmhurst Place, Batesford
TITLE DESCRIPTION:	Plan of Consolidation 377316
WHAT THE PERMIT ALLOWS:	
GOLDEN PLAINS PLANNING SCHEME CLAUSE No:	**DESCRIPTION OF WHAT IS ALLOWED:**
Clause 32.03-3 of the Low Density Residential Zone (LDRZ1)	Staged subdivision of land into five (5) lots
Clause 42.01-2 of the Environmental Significance Overlay (ESO)	Subdivision of land
Clause 43.02-3 of the Design and Development Overlay (DDO5)	Subdivision of land
Clause 44.03-3 of the Floodway Overlay	Subdivision of land
Clause 44.04-3 of the Land Subject to Inundation Overlay	Subdivision of land

THE FOLLOWING CONDITIONS APPLY TO THE PERMIT (47 Conditions)

Amended plans

1. Before the plan of subdivision is certified under the Subdivision Act 1988, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and then form part of the permit. The plans must be drawn to scale with dimensions. The plans must be generally in accordance with the plans submitted with the application but modified to show:
    a. Building and effluent envelopes for each lot
    b. All bearings, distances, levels, street names, lot numbers, lot sizes, reserves and easements;
    c. Other information relevant to the land such as dams, filled land, land subject to inundation etc;
    d. Easements in favour of Council or relevant authorities;
    e. any other requirements outlined in this permit as specified.

2. Before the certification of each stage of the plan of subdivision under the Subdivision Act 1988, a landscape plan prepared by a suitably qualified and experienced (horticultural) person must be submitted to and approved by the responsible authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and must show:
    a. The name of the person/s preparing the landscaping plan and their relevant qualifications and the business name.

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SENIOR STATUTORY PLANNER (SUBDIVISIONS)

b. Details of landscaping preparation, planting and maintenance regimes, species, pot sizes, number, size at maturity and other detail as relevant.
c. street trees in all areas where available
d. the location, species and size of any existing vegetation;
e. proposed location of footpaths, crossover locations and any other infrastructure
f. All species selected must be to the satisfaction of the responsible authority.

Endorsed Plans

3. The development as shown on the endorsed plans must not be altered or modified without the written consent of the Responsible Authority. Each lot must have a minimum area of 1.0ha.

General

4. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity and gas services (where it is proposed to be connected) to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.

5. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.

6. The plan of subdivision submitted for certification under the *Subdivision Act* 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

7. Any lot shown on the endorsed plan must not be connected to a reticulated gas service (within the meaning of clause 53.03 of the relevant planning scheme). This does not apply to:
   - a lot that will not be used for, or include, a dwelling; or
   - a lot that contains an existing dwelling or apartment; or
   - a lot where a permit has been granted for a dwelling or apartment on the land in the lot.

   This condition continues to have force and effect after a statement of compliance under the Subdivision Act 1988 has been issued and the subdivision authorised by this permit has been completed."

8. Before a statement of compliance is issued under the *Subdivision Act* 1988, any existing sheds or outbuildings on the proposed vacant lot/s or that cross any proposed lot boundaries must be removed.

Landscaping

9. Before the certification of each stage of the plan of subdivision under the Subdivision Act 1988, a nursery stock assessment must be submitted to and approved by the responsible authority, this report must include all trees proposed for planting within the stage. This assessment will be formed from criteria listed in the Australian Standard AS 2303:2015 Tree Stock for Landscape Use including whole tree photos, trees tagged and confirmed on site delivery. This report must be prepared by an appropriately experienced and qualified professional (minimum AQF Level 5 Arborist).

10. Before the certification of each stage of the plan of subdivision under the Subdivision Act 1988, a cash bond of $750 per public tree planted, shall be lodged with the responsible authority prior to the release of certification of each stage of the plan of subdivision to ensure the completion and establishment of landscaped areas. This cash bond will only be refunded after the 24 months establishment period beginning when the responsible authority is satisfied with the

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GOLDEN PLAINS SHIRE

completed landscaping works. Landscaping must then be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.

11. Before Statement of Compliance under the Subdivision Act 1988, the landscaping as shown on the endorsed landscaping plan must be undertaken to the satisfaction of the responsible authority.

Section 173 agreement

12. Prior to the issue of a statement of compliance under the Subdivision Act 1988, the owner of the land must enter into an agreement with the Responsible Authority made pursuant to Section 173 of the Planning and Environment Act 1987, and make an application to the Registrar of Titles to have the agreement registered on title to the land under Section 181 of the Act, which provides for the following:
    a. all newly created lots within this subdivision may not be further subdivided

    An application must be made to the Registrar of Titles to register the Section 173 agreement on the title to the land under Section 181 of the Act. The owner/operator must pay the Responsible Authority's reasonable costs for the preparation, review, execution, and registration of the Section 173 agreement.

Public open space contribution

13. Before the issue of a statement of compliance under the Subdivision Act 1988, the applicant or owner must pay to Council a sum equivalent to 5% of the site value of all the land in the subdivision in lieu of public open space in accordance with Section 18 of the Act. The applicant or owner must pay on demand to Council, the Council's reasonable costs and expenses to provide valuation for payment in lieu of open space.

14. Works must be conducted in accordance with the requirements of the approved Cultural Heritage Management Plan: approved CHMP No. 10853 and the Aboriginal Heritage Act 2006 and Aboriginal Heritage Regulations 2018 (or as amended) must be complied with at all times. Works must cease immediately on the discovery of any suspected human remains. The Police or State Coroner must be informed of the discovery without delay. If there are reasonable grounds to suspect the remains are Aboriginal, the discovery must also be reported to First Peoples - State Relations.

Telecommunications

15. The owner of land must enter into an agreement with:
    a. A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
    b. A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

16. Before the issue of a statement of compliance for any stage of the subdivision under the *Subdivision Act* 1988, the owner of the land must provide written confirmation from:
    a. A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and

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b. A suitably qualified person that fibre ready telecommunications facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Development Engineering

17. Prior to certification Subdivision Act 1988 and before any works have commenced on the site, detailed drainage design and calculations shall be submitted to and approved by the Responsible Authority The drainage plans shall include but not limited to:
    a. Drainage computations and specifications;
    b. Engineering drainage design demonstrating acceptable management of stormwater runoff from the site;
    c. Permissible Stormwater Discharge (PSD) at a rate up to 1% AEP event at predevelopment levels or the capacity of the downstream flowpath whichever is lesser;
    d. Detention of stormwater for a 1% AEP event at post-development levels;
    e. Provide stormwater treatment in accordance with current best practice performance as contained in Urban Stormwater – Best Practice Environmental Management Guidelines; and
    f. The capacity of the downstream flowpath is to be evaluated and made suitable for intended outfall flows.

18. Before construction plans are approved, a Pavement Investigation and Design Report must be submitted to and approved by the Responsible Authority The report shall include:
    a. determine whether proposed pavement subgrade is expansive as defined in VicRoads Publication Code of Practice 500.20;
    b. testing for CBR, swell and PI;
    c. determine the pavement thickness required to achieve a 50 year deign life; and
    d. be undertaken by a NATA registered testing laboratory.

19. Prior to certification under the Subdivision Act 1988 and before any construction works associated with the development or subdivision start, detailed construction plans and specifications must be submitted to and approved by the Responsible Authority. The plans must include but not limited to:
    a. Sealed roads;
    b. Concrete footpaths;
    c. Major Storm overland flow paths;
    d. Signage details;
    e. Pavement details;
    f. Line marking detail;
    g. Fencing details;
    h. Retarding Basin Details;
    i. Court bowls;
    j. Turn lane treatment;
    k. Detailed construction notes;
    l. Other matters as detailed in Appendix D of the Infrastructure Design Manual (IDM).

20. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, a Construction Management Plan must be submitted to and approved by the Responsible Authority. The plan must outline how issues such as runoff, mud on roads, dust generation and erosion and sediment control will be managed during the construction and post construction phase. Details of a contact person/site manger must also be provided, so that this person can be easily contacted should any issues arise. Management measures are to be in accordance with EPA guidelines for Environment Management, 'Civil construction, building and

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demolition guide' Publication 1834.1, September 2023. Once approved, the CMP and Construction Plans will be endorsed and will then form part of the permit. Works in the CMP must be undertaken to the satisfaction of the Responsible Authority.

21. Prior to the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, a separate vehicle crossing to each lot must be provided and existing vehicle crossing upgraded by providing:
    a. Sealed drive entry;
    b. Reinforced concrete pipe culvert;
    c. Mountable end walls; and
    d. Removal of all disused or redundant vehicle crossings.

    All vehicle crossings must be in accordance with te requirements of Council's Infrastructure Design Manual (IDM) standard drawing SD 255, and to the satisfaction of the Responsible Authority.

22. Prior to issue of the Statement of Compliance under the Subdivision Act 1988, all road, drainage and other civil works, shall be constructed in accordance with approved plans and specifications and to the satisfaction of the Responsible Authority.

23. Prior to Certification under the Subdivision Act 1988, all shared drains, where required, shall be contained within a minimum 5m wide drainage easement which must be set aside on the Plan of Subdivision for this purpose. The easements shall be in favour of the benefitting parties and Council.

24. Prior to the issue of a Statement of Compliance under the Subdivision Act 1988, A bond equivalent to 5% of the value of the vested assets shall be paid to Council. A twelve (12) months Defects Liability Period will apply to all assets to be vested in Council. At the completion of the maintenance period, the bond will be returned subject to a final inspection and acceptance of the assets.

25. Prior to the issue of a Statement of Compliance under the Subdivision Act 1988 and Pursuant to section 17(2)(b) of the Subdivision Act 1988 and Clause 5 of the Subdivision (Permit and Certification Fees) Regulations 2000, a plan checking and supervision fee of up to 3.25% of the cost of works shall be paid to the Responsible Authority.

26. Prior to the issue of a Statement of Compliance under the Subdivision Act 1988, and under Section 112 of the Road management Act 2004, any damages to roads within the subdivision used for the hauling of fill materials shall be reinstated or paid cost reimbursement to the satisfaction of the Responsible Authority.

27. Before the issue of a statement of compliance, the owner of the land must enter into an agreement with the Responsible Authority made pursuant to Section 173 of the Planning and Environment Act 1987, and make an application to the Registrar of Titles to have the agreement registered on title to the land under Section 181 of the Act, which provides for the following:
    a. The owner(s) of lot each lot must install a rainwater tank plumbed into any dwelling and ancillary building(s) constructed on the lot both generally in accordance with approved drainage design, computation, and relevant standards, includes NCC 2022, AS/NZ 3500.3:2021 and VBA technical notes, upon completion of the dwelling.
    b. The owner(s) of each lot must maintain:
        i. The rainwater tanks for the purpose of detention and reuse; and
        ii. Open drain(s) within their respective property for the purpose of detention.

    in perpetuity for the purpose of detention and disposal of stormwater.

28. Before a Statement of Compliance is issued, the application must be made to the Registrar of Titles to register the Section 173 agreement on the title to the land under Section 181 of the

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Act. The owner/operator must pay the Responsible Authority's reasonable costs for the preparation, review, execution, and registration of the Section 173 agreement.

Environmental Health

29. Before Statement of Compliance, the existing on-site wastewater management (septic tank) system must be altered / replaced and brought into compliance with the Environment Protection Act 2017 and associated legislative framework to the satisfaction of the Responsible Authority.

30. All waste water must be treated and retained within the lots in accordance with the Environment Protection Act 2017 and associated legislative framework to the satisfaction of the Responsible Authority.

31. Permit to Install / Alter an On-Site Wastewater Management System must be obtained from Council's Environmental Health Unit before any works commence.

Corangamite Catchment Management Authority (CCMA)

32. The finished surface level of Lots 2, 3, 4 and 5 to the west of the existing levee must be filled to no lower than the following:
Lot 2 – 26.28 metres AHD
Lot 3 – 26.05 metres AHD
Lot 4 – 25.97 metres AHD
Lot 5 – 25.86 metres AHD

33. Before the plan of subdivision is certified under the Subdivision Act 1988, plans must be generally in accordance with the plans forming part of the application, but amended to show the following:
    a. A restriction identifying the 1% AEP flood extent (post fill to the west of the existing levee) as a hatched area in accordance with Figure 1 of CCMA referral response dated 22 August 2024;

    <u>Land to be burdened</u>
    Lots 2, 3, 4 and 5.
    <u>Land to benefit</u>
    All lots on this plan
    <u>Description of restriction</u>
    Buildings and works must not be constructed on the burdened land within the 1% AEP floodplain shown hatched on this plan.
    <u>Definition</u>
    Building – as per the Planning and Environment Act 1987 definition, excluding a fence.
    All fencing within the 1% AEP floodplain must be post and wire.
    Works – means any change to the natural or existing conditions or topography of the land.
    <u>Variations</u>
    Any variation of these restrictions will require approval from the responsible authority.

CFA

34. Prior to the issue of a Statement of Compliance under the Subdivision Act 1988 the following requirements must be met to the satisfaction of the CFA:
    a. Above or below ground operable hydrants must be provided. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of the lots) must be 120 metres and the hydrants must be no more than 200 metres apart. These distances must be measured as a hose would

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be laid on the ground. Not over obstructions and obstacles, such as fences, or over side and rear boundaries.

b. The hydrants must be identified with marker posts, blue road reflectors and white road triangles (as applicable).

Note: CFA's requirements for identification of hydrants are specified in 'Identification of Street Hydrants for Firefighting Purposes' available under 'About us' then 'Publications' on the CFA website (www.cfa.vic.gov.au).

35. Roads must be constructed to the following requirements:
    a. The average grade must be no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 metres. Dips must have no more than a 1 in 8 (12%) (7.1 degree) entry and exit angle.
    b. Curves must have a minimum inner radius of 10 metres.
    c. The trafficable width must be a minimum of 3.5 metres, be of all-weather construction and have a load limit of at least 15 tonnes.
    d. Encroachments must be clear for at least 0.5 metres on each side and 4 metres vertically.
    e. Where the distance to the nearest intersection exceeds 60 metres then a turning area for firefighting vehicles must be provided by one of the following:
        i. A turning circle with a minimum radius of 8 metres.
        ii. The provision of other vehicle turning heads – such as a T or Y head – which meet the specification of Austroads Design for an 8.8 metre service vehicle.
    f. Where the distance to the nearest intersection exceeds 200 metres then passing bays must be provided. Passing bays must be at least 20 metres long and be at least 6 metres wide.

Department of Energy, Environment and Climate Change (DEECA)

36. No effluent, storm water or run-off is to be discharged directly or indirectly onto the adjoining Crown land, or into any drains or watercourses on the Crown land.

37. Overland flows must be maintained at the same rate post-development as on the undeveloped land.

Barwon Water

38. The plan of subdivision must be referred to Barwon Water in accordance with the Subdivision Act 1988 and any subsequent amendments to the plan provided to Barwon Water.

39. The developer is to apply to Barwon Water for details relating to servicing requirements and costing for the provision of a potable water supply and where applicable, recycled water and/ or sewerage services to the proposal. It would be appreciated if all communication between the developer/agent and Barwon Water quote Barwon Water reference number L021453.

40. The provision and installation of a potable water supply to the development.

41. Reticulated potable water mains are required. This work must be undertaken by a Barwon Water accredited Consultant and accredited Contractor following the "Developer Works" process.

42. An additional potable water connection(s) is to be provided to service the proposed development. A dimensioned plan showing location of all new connections relative to the allotment boundaries is to be submitted, where a meter is not being fitted. Note that tappings and service lines are not to be located under existing or proposed driveways.

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GOLDEN PLAINS SHIRE

IMPORTANT NOTE — where the existing potable water main is a cracked asbestos water pipe, Barwon Water will undertake the tapping of this pipeline, including excavation and spoil removal. Barwon Water requires your plumber to provide 5 clear working days notice for this work. Under no circumstances shall anyone excavate within the vicinity of this pipeline.

43. The payment of a standardised New Customer Contribution is required for any new connection or any upsize to an existing connection. The number of standardised charges applied will be determined on the basis of an equivalent lot calculation and is based on potable domestic water meter size or water service size (where a meter is not being fitted). An equivalent lot is a measure of the additional demand a connection will place on the infrastructure in terms of the water consumption and sewage discharge for an average connection utilising a 20mm tapping and/ or meter. If there is more than one metre within a single meter assembly, the size of the largest meter (excluding the fire service meter) will determine the number of equivalent connections. If there is a combined fire and domestic meter assembly proposed (incorporating a low flow meter), whereby the meter size is largely dictated by the fire service requirements, the developer is required to submit to Barwon Water the proposed peak flow (probable simultaneous demand) associated with the domestic supply in accord with AS/NZS 3500. Barwon Water will then assess the equivalent number of connections.

Powercor

44. The plan of subdivision submitted for certification under the *Subdivision Act* 1988 shall be referred to the Distributor in accordance with Section 8 of that Act.

45. The applicant shall provide an electricity supply to all lots in the subdivision in accordance with the Distributor's requirements and standards.
Notes: Extension, augmentation or rearrangement of the Distributor's electrical assets may be required to make such supplies available, with the cost of such works generally borne by the applicant.

46. The applicant shall ensure that existing and proposed buildings and electrical installations on the subject land are compliant with the Victorian Service and Installation Rules (VSIR).
Notes: Where electrical works are required to achieve VSIR compliance, a registered electrical contractor must be engaged to undertake such works.

Expiry

47. This permit will expire if one of the following circumstances applies:
    a. The plan of subdivision for the first stage is not certified under the Subdivision Act 1988 within two (2) years of the date of this permit; or
    b. The plan of subdivision for any subsequent stages is to be certified under the Subdivision Act 1988 within two (2) years of the date of certification of the previous stage of the subdivision; or
    c. The registration of any stage of the subdivision is not completed within five (5) years after certification of the plan of subdivision.

    The Responsible Authority may extend the period to start the development if a request is made in writing before the permit expires or within six (6) months afterward.

Note: ***Council has engaged Harwood Andrews to check these Agreements and register them to Title. A checking/review fee will be incurred if the Agreement is drawn up by a firm other than Harwood Andrews. Alternatively, you may choose to use Harwood Andrews to draw up the Agreement and avoid the checking fee. Some information is available on Council's website.***

Planning and Environment Act 1987 Golden Plains Planning Permit No. P22384
Page 8 of 10 Signature of Responsible Authority: [redacted] on 17/12/2024

[redacted]
SENIOR STATUTORY PLANNER (SUBDIVISIONS)

GOLDEN PLAINS SHIRE

Note: ***<u>Landscaping</u>***
No handovers will be accepted (or handover inspection carried out) during the summer period, between 30 November and 1 March.
Council Representatives will regularly inspect the site during the maintenance period and any defects will be communicated to the Site Superintendent in writing. Works must then be completed within two (2) weeks or as specified by the Council Representative. Failure to complete the works in the specified timeframe may lead to the extension of the maintenance period.
Trees must be maintained for a minimum of 24 months post-date of installation.
Council approval will consist of site inspection to assess the tree as established. An established tree is a tree growing well by being of an acceptable height, having good canopy spread and density, and being stable in the ground two growing seasons after planting.

Where works are deferred, a bond of 150% of the value of uncompleted works must be lodged with the Responsible Authority.

Note: ***A works on waterways permit may be required. Contact the Corangamite Catchment Authority (CCMA) for information and clarification.***

Note: ***Prior to certification the responsible authority will require a plan showing the location of all existing and proposed vehicle crossings. The plan is required to show setback distances of existing and proposed crossings from the closest property boundary to the satisfaction of the responsible authority. The plan is required to satisfy Regulation 29 of the Subdivision (Procedures) Regulations 2021, allowing the allocation of street numbers.***

Note: ***A works within a road reserve permit must be obtained from the Responsible Authority prior to the carrying out of any vehicle crossing works.***

Planning and Environment Act 1987 Golden Plains Planning Permit No. P22384
Page 9 of 10 Signature of Responsible Authority: [redacted] on 17/12/2024

[redacted]
SENIOR STATUTORY PLANNER (SUBDIVISIONS)

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.
Note: This is not a permit granted under Division 5 of Part 4 of the *Planning and Environment Act 1987.*

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit, or
- if no date is specified, from:
  - i. the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
  - ii. the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

A permit for the development of land expires if:

- the development or any stage of it does not start within the time specified in the permit: or
- the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two (2) years of the issue of the permit, unless the permit contains a different provision; or
- the development or any stage is not completed within the time specified in the permit or if no time is specified, within two (2) years after the issue of the permit or in the case of a subdivision or consolidation within five (5) years of the certification of the plan of subdivision or consolidation under the *Subdivision Act* 1988.

A permit for the use of land expires if:

- the use does not start within the time specified in the permit, or if no time is specified, within two (2) years after the issue of the permit; or
- the use is discontinued for a period of two (2) years.

A permit for the development and use of land expires if:

- the development or any stage of it does not start within the time specified in the permit or
- the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two (2) years after the issue of the permit; or
- the use does not start within the time specified in the permit, or if no time is specified, within two (2) years after the completion of the development or
- the use is discontinued for a period of two (2) years.

If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987,* or to any combination of use development or any of those circumstances requires the certification of a plan under the *Subdivision Act* 1988, unless the permit contains a different provision:

- the use or development of any stage is to be taken to have started when the plan is certified:
- and the permit expires if the plan is not certified within two (2) years of the issue of the permit.

The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

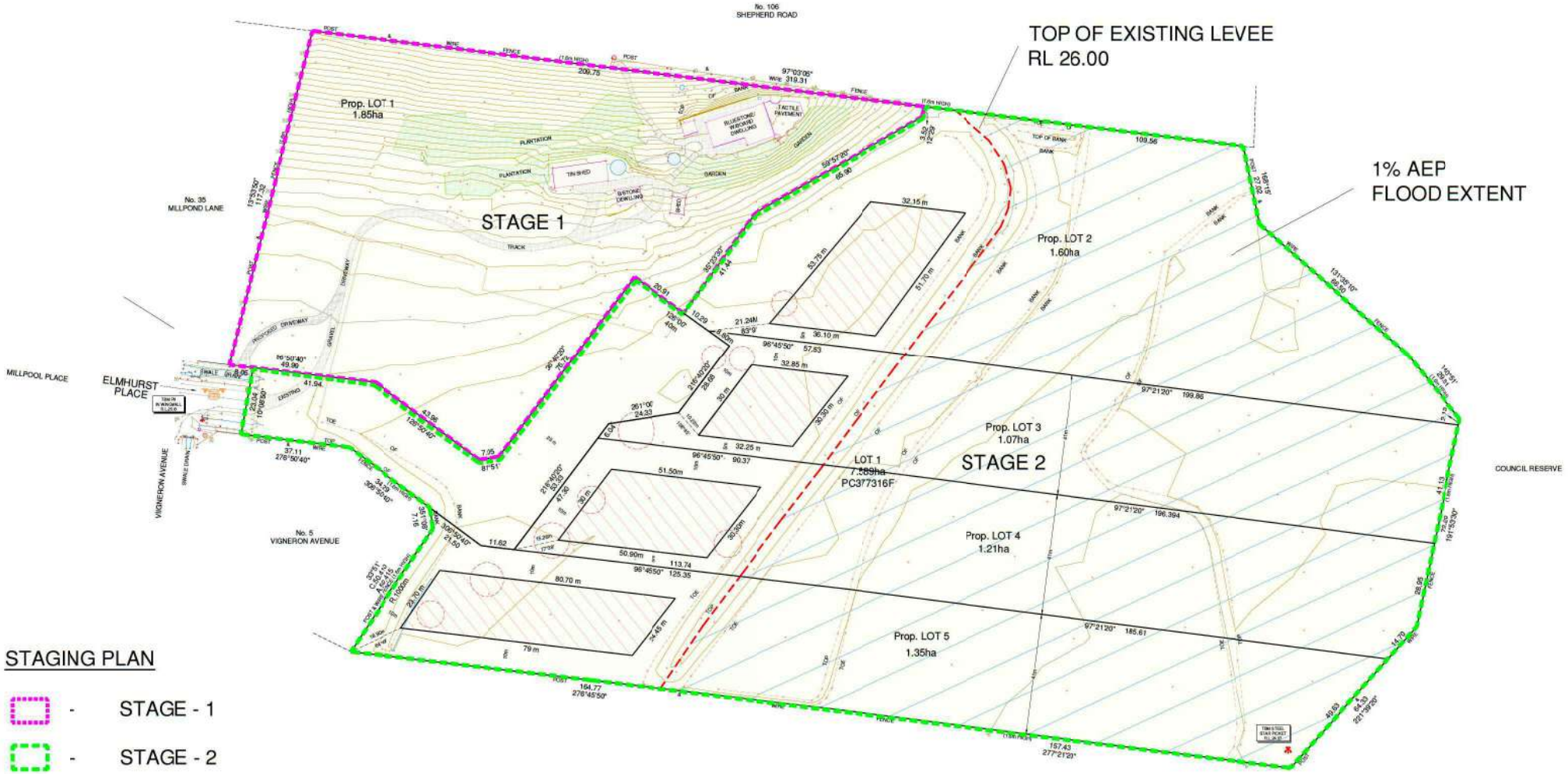
WHAT ABOUT REVIEWS?

- The person who applied for the: permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to Grant a Permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- An appeal must be made on a Notice of Appeal form, which can be obtained from the Victorian Civil and Administrative Tribunal and be accompanied by the applicable fee.
- An appeal must state the grounds upon which it is based.
- An appeal must also be served on the Responsible Authority.
- Details about appeals and the fees payable can be obtained from the Victorian Civil an Administrative Tribunal.

Planning and Environment Act 1987 Golden Plains Planning nning Permit No. P22384
Page 10 of 10 Signature of Responsible Authority: [redacted] on 17/12/2024

The finished surface level of Lots 2, 3, 4 and 5 to the west of the existing levee must be filled to no lower than the following:

Lot 2	26.28 metres AHD
Lot 3	26.05 metres AHD
Lot 4	25.97 metres AHD
Lot 5	25.86 metres AHD



STAGING PLAN

- STAGE - 1
- STAGE - 2

Rev	Description	Date	By	App
03	DIMENSIONS ADDED	03-09/2025	JR	AS
01	INITIAL PLAN DRAFTED	19-05/2025	LT	GT

LEGEND: ELEC PIT, TELSTRA PIT, JUNCTION PIT, SIGN, WATER TANK, WINGWALL, ENDWALL, EDGE OF BITUMEN, CLICK FOR 360 PHOTOS, NOTE: ELEVATIONS OF POINTS CAN BE VIEWED IN CAD, - PROPOSED VEGETATION REMOVAL, - PROPOSED BUILDING AND EFFLUENT ENVELOPE

NOTATIONS: This plan is prepared from a combination of field survey and existing records for the purpose of designing new constructions on the land and should not be used for any other purposes. The title boundaries shown hereon were re-established but not marked by St Quentin Consulting Pty Ltd. at the time of survey. Services shown hereon have been located where possible by field survey. Prior to any demolition, excavation or construction on the site, the relevant authority should be contacted for possible location of further underground services and detailed locations of all services. This note is an integral part of this plan.

Project Name	1 ELMHURST PLACE, BATESFORD, 3213
Title Info.	VOL12350 FOL.384 (LOT 1 ON PC377316F)
Drawing Title	PROPOSED PLAN OF SUBDIVISION / STAGING PLAN
Level Datum	AHD (MSL)
Contour Interval	0.5m
Date of Survey	20-06/2022
Surveyed By	JR
Drawn By	JR
Date Drawn	27-06/2022
Scale	1:500@A3

SCALE 0 5 10 15 20 25 (LENGTHS ARE IN METRES)

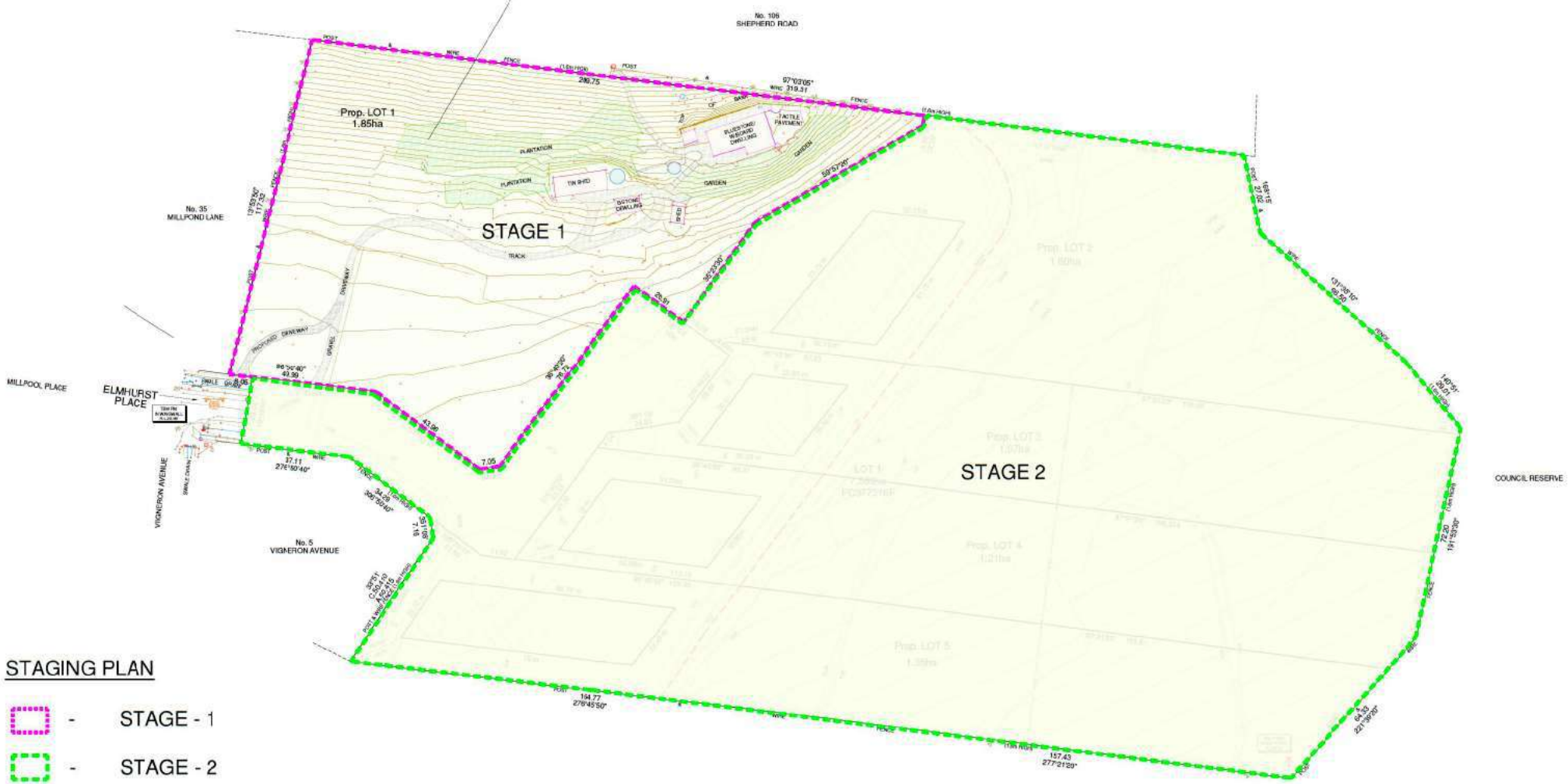
Project Plan	Sheet No.	Rev.
17709	Sheet 1 of 1	01

MGA2020 ZONE55

Planning and Environment Act 1987 Golden Plains Planning Scheme: Endorsed by [redacted] on 20/11/2025 under planning permit P22384
CONDITION 1 Golden Plains Shire Counc of 1

All vegetation and existing landscaping for Lot 1 are proposed to be retained under Stage 1.

Further Landscaping for other lots will be carried out in Stage 2.



STAGING PLAN

- STAGE - 1
- STAGE - 2

LEGEND

- E.E.C. PIT
- TOILSTRA PIT
- JUNCTION PIT
- IRON
- WATER TANK
- WINGWALL
- ENDWALL
- EDGE OF BITUMEN
- CLICK FOR 360 PHOTOS
- NOTE: ELEVATIONS OF POINTS CAN BE VIEWED IN CAD
- PROPOSED VEGETATION REMOVAL
- PROPOSED BUILDING AND EFFLUENT ENVELOPE

NOTATIONS

This plan is compared from a combination of field survey and existing records for the purpose of designing new constructions on the land and should not be used for any other purpose. The title boundaries shown hereon were re-established but not marked by Sit Quante Consulting Pty Ltd. at the time of survey. Services shown hereon have been located where possible by field survey.

Prior to any demolition, excavation or construction or the site, the relevant authority should be contacted for possible location of further underground services and detailed locations of all services. This note is an integral part of the plan.

[redacted]

Rev	Description	Date	By	App
01	LANDSCAPE PLAN - STAGE 1	01.10.2025	DN	AE

Project Name: 1 ELMHURST PLACE, BATESFORD, 3213

Title Info: VOL 12180 FOL 164 (LOT 1 ON PC377316F)

Drawing Title: LANDSCAPE PLAN (STAGE 1)

Level Datum: AHD (DRAFT)
Contour Interval: 0.50m
Date of Survey: 20.08.2022
Surveyed By: JR
Drawn By: JR
Date Drawn: 27.08.2022
Scale: 1:500 @ A3

SCALE 0 5 10 15 20 25 LENGTHS ARE IN METRES

[redacted]

Project Ref.: 17769 | Sheet No.: Sheet 1 of 1 | Rev.: 01

MGA2020 ZONE 55

Planning and Environment Act 1987 Golden Plains Planning Scheme: Endorsed by [redacted] on 20/11/2025 under planning permit P22384
CONDITION 2 Golden Plains Shire Counc of 1

2 Pope Street, Bannockburn, VIC 3331
19 Heales Street, Smythesdale, VIC 3351
PO Box 111, Bannockburn, VIC 3331
5220 7111
enquiries@gplains.vic.gov.au
goldenplains.vic.gov.au

GOLDEN PLAINS SHIRE

LAND INFORMATION CERTIFICATE

In accordance with Section 121 Local Government Act 2020 Tax Invoice – ABN 86998570296

APPLICANT'S NAME & ADDRESS	LANDATA GPO BOX 527 MELBOURNE VIC 3001	**CERTIFICATE NO:** **YOUR REF:** **ISSUE DATE:**	20143 79527948-015-7 09/02/2026

This certificate provides information regarding, valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council. This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council, or the relevant authority. A fee may be charged for such information.

PROPERTY NO: A41750040 **LOCATION:** 1 ELMHURST PLACE BATESFORD VIC 3213

PROPERTY DESCRIPTION: PC PC377316

AREA: 7.5890 Hectares **PARISH:** GHERINGHAP **AVPCC:** 117

PROPERTY VALUATIONS AS AT 1st JANUARY 2025 LEVELS (OPERATIVE DATE 1ST JULY 2025):

Net Annual Value: $ 93,000 Capital Improved Value: $ 1,860,000 Site Value: $ 1,230,000

CARRIED FORWARD

Arrears	0.00
Interest	0.00
Legal Charges	0.00
Debtor Balance	$0.00
TOTAL AMOUNT CARRIED FORWARD	**$0.00**

RATES & CHARGES FOR THE FINANCIAL YEAR ENDING 30TH JUNE 2026

Rates	3,926.46
Municipal Charge	200.00
Waste Management Charge	447.00
Additional Garbage Charge	0.00
Additional Glass Charge	0.00
State Landfill Levy	0.00
Emergency Services Volunteer Fund	457.78
40% Farm discount	0.00
LEVIED RATES & CHARGES	**$5,031.24**
Pensioner Concession	0.00

TOTAL AMOUNT OWING **$2,515.64**

IMPORTANT: Please contact Council's Rates Department for an update prior to 'Settlement' as any additional payment, charges or interest on outstanding amount may have affected the balance.

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue and within the current financial year, provided there is no supplementary adjustment that has taken place to significantly alter the values.

BPAY

Biller Code: 35238
Ref: 1417500406

SEE–OVER FOR IMPORTANT ADDITIONAL INFORMATION

ADDITIONAL RATE INFORMATION:

Direct Debit – 10 Monthly	Please note this property is registered with the ten monthly direct debit payment program. Direct debit is run 15th of every month (or on the following business day) from September 2025 till June 2026. If this needs to be cancelled prior to settlement, the registered owner should notify the Council in writing, 14 days before the direct debit payment date.

OTHER IMPORTANT INFORMATION:

- The current rating year is for the period 01/07/2025 to 30/06/2026. The lump-sum payment is due by 15/02/2026 OR by instalment 30/09/2025, 30/11/2025, 28/02/2026 and 31/05/2026. Depending on the payment method the client has involved in, interest is chargeable after the due dates on any outstanding amount.
- Overdue amounts accrue interest at the current prescribed rate under section 172(2) of the Local Government Act 1989.
- If a refund is required for overpayment at settlement a $30.90 administration fee may be charged.
- In accordance with Section 175(1) of the Local Government Act 1989, the purchaser must pay all rates and charges outstanding at the time that person becomes the owner of the land.
- The rate differential and associated charges that exists on the property prior to purchase may be amended if the use of the property changes after purchase.
- Supplementary Valuations are conducted by the Council due to a change in attributes of a property listed in Section 13DF and 13L the Valuation of Land Act 1960. As a result of this, an adjusted valuation may be returned in due course and a subsequent rate adjustment may be levied within the financial year.
- Section 122(1) of the Local Government Act 2020 requires a Notice of Acquisition be submitted to ensure Purchasers correct name, address and other important particulars are held by Council. Council cannot accept liability for incorrect addresses when notification of writing has not been supplied on time.

OUTSTANDING NOTICES

Unless otherwise specified below, there are no outstanding notices or orders on the land served by Council which still apply as at the date of this certificate.

Details of any notices served:

DIFFERENTIAL RATING

Golden Plains Shire operates a differential rating system. Rating charges for the 2025/26 financial year are as follows:

A residential improved rate of $0.002111 on the Capital Improved Value of rateable land.
A business, industrial & commercial rate of $0.002111 on the Capital Improved Value of rateable land.
A Bannockburn business, industrial & commercial rate of $0.002744 on the Capital Improved Value of rateable land.
A farm land rate of $0.001583 on the Capital Improved Value of rateable land.
A non-farm vacant land rate of $0.004327 on the Capital Improved Value of rateable land.
A vacant land non-developable rate of $0.002111 on the Capital Improved Value of rateable land.

I hereby certify that as at the date of issue, the information given in this certificate is a true and correct disclosure of the rates and other moneys and interest payable to Golden Plains Shire together with any notices or orders referred to in this certificate. Received the sum of $30.60 fee.

AUTHORISED OFFICER K Aitken

BarwonWater

BARWON REGION WATER CORPORATION

☎ ENQUIRIES 1300 656007

Information Statement Part A

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

INSTALLATION NUMBER.	15640317	**APPLICATION NUMBER:**	517310	**DATE:**	03/02/2026
PROPERTY ADDRESS:	1 ELMHURST PL, BATESFORD, VIC 3213				
YOUR REFERENCE:	van de Pol				
OWNER:	JH & CM VAN DE POL				
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
Water Service Charge		37.12	0.00	37.12
Total Service Charge	$	37.12	0.00	37.12

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

Charges Due & Payable

			Value	GST	Price
Water Service Charge			37.12	0.00	37.12
Outstanding	to 11/12/2025		32.14	0.00	32.14
TOTAL DUE		**$**	**69.26**	**0.00**	**69.26**

Important Information

Account Not Yet Issued For Service And Volume Charges.

The water meter for this property was last read on 08/12/2025. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via Property enquiry application or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

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

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

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

**** PLEASE NOTE:** **Verbal confirmation will not be given after 04/04/2026. Barwon Water will not be held responsible for**
*** information provided verbally. For settlement purposes another certificate should be obtained after**
*** 04/04/2026 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

Claire Kenna C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street Docklands

Biller Code: 585224
Ref Code: 6292 7251 1564 0317 1

Information Statement Part B

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

03-02-2026

Claire Kenna C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 1 ELMHURST PLACE BATESFORD 3213

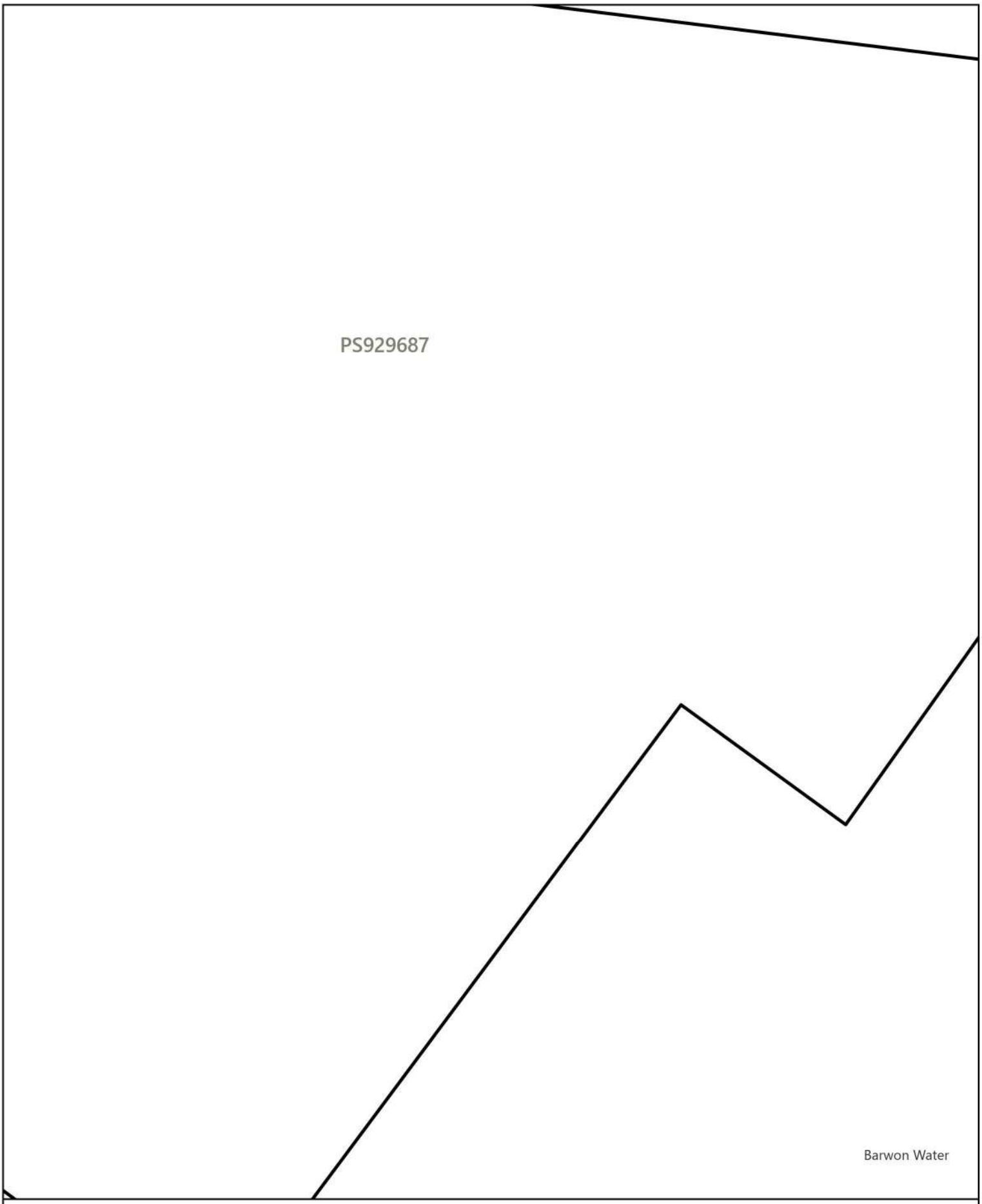
I refer to your application received at this office on 03/02/2026. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative 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: EC517310
Your Ref: van de Pol
Agent Ref: 79527948-023-2

Yours faithfully.

Manager Customer Centre



Barwon Water

1 ELMHURST PL BATESFORD

Scale: 1:500

Created: 3/02/2026

Legend

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

N

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

Southern Rural Water

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- 1930463
Your Reference:	Van de Pol
Date:	16 March 2026

Applicant: Claire Kenna
claire@clairekenna.com.au

Licence Holder Name(s):	Address:
Jon Hendrik Van De Pol	1 & 2 Elmhurst Place BATESFORD

SRW service applicable to this property: (refer overleaf for details)			
Surfacewater Licence	☑	Registration Licence	☐
Groundwater Licence	☐	Hazardous Dam	☐
Conditional Section 51	☐		

Service Charge Summary 2025/2026:	Amount $	Payment Reference	Notes
Carried Forward	0.00	**Biller Code: 16329**	** No Notes **
2025/2026 Tariff (1 July 2025 – 30 June 2026)	**459.30**	**Reference: 010933042**	
Adjustments (Interest)	0.52		
Paid	(114.84)	... BPAY®	
Total Payable Account No. 1093304 as at 16 March 2026	**$ 344.98**		

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.

Version 1..3 Oct 2025

Service No:	BEE028025 & WLE	Licence Expiry:	30/06/2027
Service Type:	Licence to take and use Surfacewater and to operate works Moorabool - Unregulated		
Licensed Volume (Megalitres):	2.2 ML		
Purpose	Domestic & Stock		
Encumbrances / Outstanding Works:	Nil		

Land Description:

Lot	Plan	Section	Crown Allotment	Parish	Volume	Folio
A	PS929687E	-	-	-	12657	913
1	PS929687E	-	-	-	12657	912

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	2.2	13.79	30.34
Total Charges 2025/2026			**459.30**

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.

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)

JON HENDRIK VAN DE POL of 485 PENNYROYAL VALLEY ROAD PENNYROYAL VIC 3235

Licence Contact Details

JH VAN DE POL	485 PENNYROYAL VALLEY ROAD PENNYROYAL VIC 3235

Licence Description

Expiry date	30 Jun 2027
Status	Active
Authority	Southern Rural Water
Name of waterway, aquifer or works	MOORABOOL R BELOW 3C-Moorabool
Water system type	Unregulated waterway, spring or run-off
River basin or groundwater unit	Moorabool
Licence volume	2.2 megalitres
Licence volume adjusted for temporary trade	2.2 megalitres
Method of taking	Direct extraction from surfacewater
Period during which water can be taken	01 Jul - 30 Jun inclusive
Use of water	Domestic and stock use - as well as general non-irrigation farm use
Trading Zone	Surface water - Moorabool

Licence Volume Details

Licence volume	2.2 megalitres
Licence volume adjusted for temporary trade	2.2 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 12657 Folio 913
Lot A of Plan PS929687E

Property address

2 ELMHURST PLACE, BATESFORD, VIC 3213

Related Instruments

Related entitlements	Nil
Related works licences	WLE032614
Other related entities	Nil

Application History

Reference	*Type*	*Status*	*Lodged date*	*Approved date*	*Recorded date*
BER057054	Modify	Approved	18 Aug 2026	18 Aug 2026	
BER012525	Modify	Approved	09 Nov 2012	12 Nov 2012	
PTN011358	Name and address amendment	Recorded	09 Nov 2012	12 Nov 2012	12 Nov 2012
BEI478048	Issue	Approved	29 Aug 2009	29 Aug 2009	

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 any twelve-month period from 1 July to 30 June must not exceed the licence volume, less any volume that has been temporarily transferred to another person or location.

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.

Rosters and restrictions

7 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

8 Water may need to be taken through a meter if requested by the Authority.

9 Meters must be installed, in accordance with the specifications set by the Authority, at the licence holder's expense.

10 Meters used for the purpose of this licence are deemed to be the property of the Authority.

11 The licence holder must at all times provide the Authority with safe access to meters for the purpose of reading, calibration or maintenance.

12 The licence holder must notify the Authority within one business day if the meter ceases to function or operate properly.

13 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.

14 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.

15 The Authority may, if it deems necessary, make an estimate of the total volume of water taken under this licence.

Use of water

16 Water taken under this licence may only be used on the land, and for the purposes, specified in the licence.

17 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.

Managing drainage disposal

18 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

19 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)

JON HENDRIK VAN DE POL of 485 PENNYROYAL VALLEY ROAD PENNYROYAL VIC 3235

Licence Contact Details

JH VAN DE POL	485 PENNYROYAL VALLEY ROAD PENNYROYAL VIC 3235

Licence Details

Expiry date	30 Jun 2027
Status	Active
Authority	Southern Rural Water
Name of waterway or aquifer	MOORABOOL R BELOW 3C-Moorabool
Water system	Moorabool

Summary of Licensed Works

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

Works ID	*Works type*	*Use of water*
WRK045770	Pump	Domestic and Stock

Description of Licensed Works

WORKS ID WRK045770

Works type	Pump

Extraction Details

Service point/s	SP082245 UnMetered
Maximum extraction rate	0.100 megalitres per day (The physical capacity of the works)
Maximum daily volume	0.050 megalitres (The volume authorised to be extracted via the works)
Maximum annual volume	2.200 megalitres
Use of water	Domestic and stock use - as well as general non-irrigation farm use

Works location

Easting	*Northing*	*Zone MGA*
263574	5774444	Zone 55

Land description

Volume 12657 Folio 913
Lot A of Plan PS929687E

Property address

2 ELMHURST PLACE, BATESFORD, VIC 3213

Related Instruments

Related entitlements	BEE028025
Related water-use entities	Nil

Application History

Reference	*Type*	*Status*	*Lodged date*	*Approved date*	*Recorded date*
WLV043528	Modify	Approved	20 May 2016	23 May 2016	
PTN011358	Name and address amendment	Recorded	09 Nov 2012	12 Nov 2012	12 Nov 2012
WLV041356	Modify	Approved	09 Nov 2012	12 Nov 2012	
WLI551023	Issue	Approved	29 Aug 2009	29 Aug 2009	

Conditions

Licence WLE032614 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 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.

Method of taking

3 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.

Rosters and restrictions

4 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

5 Water may need to be taken through a meter if requested by the Authority.

6 Meters must be installed, in accordance with the specifications set by the Authority, at the licence holder's expense.

7 Meters used for the purpose of this licence are deemed to be the property of the Authority.

8 The licence holder must at all times provide the Authority with safe access to meters for the purpose of reading, calibration or maintenance.

9 The licence holder must notify the Authority within one business day if the meter ceases to function or operate properly.

10 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.

11 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.

12 The Authority may, if it deems necessary, make an estimate of the total volume of water taken under this licence.

Operation and maintenance

13 Water may only be taken through the works at the specified location.

14 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.

15 Water may only be taken through the works if the works are sited, constructed, operated and maintained to the satisfaction of the Authority.

16 Works must not be altered, removed or decommissioned without a licence that authorises alteration, removal or decommissioning.

Protecting biodiversity

17 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.

18 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

19 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

4 February 2026

GPSC Ref: PI2604594
Applicant Ref: 79527948-017-1
Property Number: A41750040

Claire Kenna c/o LANDATA

Landata.online@servictoria.com.au

Dear Sir/Madam,

ISSUED TO PROPERTY:

1 Elmhurst Place BATESFORD VIC 3213

With regard to your request for property information, a check of Council's records indicates the following:

- 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.

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

Should you require any further information please contact the Building Services Team on **5220 7111.**

Yours faithfully,

Building Services Team
Golden Plains Shire Council

Enclosed: List of permits issued in the preceding 10 years.
List of current Building Orders/Notices (If applicable)

GOLDEN PLAINS SHIRE

Property address:	1 Elmhurst Place BATESFORD VIC 3213

Building Permit Number	Relevant Building Surveyor	Description of works	Issue Date	Occupancy Permit / Certificate of Final Inspection date	Regulation 64	Regulation 231

Building Notice/Order Reference Number	Type	Relevant Building Surveyor	Description	Issue Date

5220 7111 PO Box 111, Bannockburn VIC 3331 goldenplains.vic.gov.au enquiries@gplains.vic.gov.au

2 Pope Street, Bannockburn, VIC 3331
19 Heales Street, Smythesdale, VIC 3351
PO Box 111, Bannockburn, VIC 3331
5220 7111
enquiries@gplains.vic.gov.au
goldenplains.vic.gov.au

GOLDEN PLAINS SHIRE

4 February 2026

Claire Kenna c/o LANDATA
Landata.online@servictoria.com.au

Application Reference: PI2604593
Applicant's Reference: 79527948-018-8
Property Number: A41750040

Dear Applicant,

PROPERTY INFORMATION CERTIFICATE – REG 51 (2)

ISSUED TO PROPERTY:

1 Elmhurst Place BATESFORD VIC 3213

With regard to your request for property information report under Regulation 51(2) of the Building Regulations 2018, a review of Council's records indicates the following:

Is the land in an area liable to flooding within the meaning of Regulation 5(2) of the Building Regulations 2018?	**Yes**
Is the land designated under Regulation 150 of the Building Regulations 2018 as an area in which buildings are likely to be subject to attack by termites?	**Yes**
Is the land in an area for which a bushfire attack level has been specified in a planning scheme?	**No** **Refer to Note 2**
Is the land in an area designated under Regulation 152 of the Building Regulations 2018 as likely to be subject to significant snowfalls?	**No**
Is the land 'designated land' or 'designated works' within the meaning of Regulation 5 of the Building Regulations 2018?	**No**

Notes

1. In the event the response is YES to the land being in an area liable to flooding, consult with your relevant building surveyor as council report & consent may be required under Regulation 153 of the Building Regulations 2018 as part of the building permit application. If this is the case, an application form can be found on our website.
2. Information about whether the property is in a designated BPA (bushfire prone area) and/or a BMO (bushfire management overlay) can be obtained by searching for the property address on www.land.vic.gov.au/property-and-parcelsearch where the planning scheme does not specify a bushfire attack level (BAL), the BAL is determined under the building permit application and/or planning permit application process (as applicable with a BMO).
3. In the event response is YES to 'designated land' or 'designated works', consult with your relevant building surveyor as council report & consent may be required under Regulation 154 of the Building Regulations 2018 as part of the building permit application. If this is the case, an application form can be found on our website.

Other

4. The design of every stormwater system must be approved by the relevant building surveyor to its legal point of discharge (LPOD) for the allotment. An application for a council report on the LPOD under Regulation 133(2) of the Building Regulations is to be applied for separately via our Asset Services Department. The application form can be found on our website.
5. Please note council has an Environment Local Law requiring building refuse to be contained. Refer to the attached Environment Local Law extract page for your information.
6. Link to GPSC Application Forms: Building Applications | Golden Plains Shire Council
7. This property information report is based on council records at the time of issue - and is subject to change of details. In the event a relevant building permit is not issued within 12 months of the date of issue of this report, council is to be contacted to confirm in writing the validity of this report.

Should you require any further information please contact the Building Services Team on **(03) 5220 7111 or email building@gplains.vic.gov.au**

Yours faithfully,

Building Services Department
Golden Plains Shire Council

Local Law No.1 General Public Amenity

32. CONTROL OF BUILDING REFUSE AND TRADE WASTE

(1) Where any building work (other than building work exempted from the need for a Building Permit under the Building Act 1993) is being carried out on any land, the owner, builder or appointed agent must:

(a) Ensure that the building site is enclosed to the satisfaction of a Delegated or Authorised Officer with a temporary fencing, barrier or hoarding; which

(i) must remain in place for the duration of the building work, so as to ensure adequate measures are in place to protect the public from activities that are occurring around and above the worksite, assist in securing trade materials onsite and help prevent building refuse blowing offsite.

(ii) must not interfere with Municipal Land, the abutting Nature Strip, neighbouring land or any Footpaths unless a permit has been obtained from Council.

(b) Provide a closed facility of 1m³ (minimum) for the purpose of disposal of builders' refuse that may be windblown. The facility must be either on site or immediately adjacent to the site at all times. The size, design and construction of the facility shall be at the discretion of the builder provided that it contains all windblown builders' refuse on the land to the satisfaction of Council.

(c) Ensure that the facility remains in place (except for such periods as are necessary to empty the facility) from the commencement of work until the building work is completed.

(d) Ensure that the facility is emptied whenever full and, if necessary, provide a replacement during the emptying process.

(e) Not place the facility on any Municipal Land unless approved in writing by Council. Approval will be subject to the placement of the container in a suitable location to maintain safe access for pedestrians and vehicles.

(f) Be responsible for the tidiness of an abutting Nature Strip.

(g) Ensure that no materials, vehicles or items are placed on Nature Strips or other Municipal Land unless approved by Council.

(h) Ensure that the Footpath adjacent to the land to which the building permit relates is kept clear of mud and dirt at all times.

(i) Ensure that builders' refuse, including pollutants and materials used in the clean-up / wash down of buildings and equipment, is not discharged off site or deposited in or over any part of the stormwater system or in any Council drain or roadside.

(j) Remove and lawfully dispose of any builders' refuse or waste that has blown or spilled from the site as soon as practicable.

Infringement:	5 Penalty Units	**Maximum Penalty:**	20 Penalty Units

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

CLAIRE KENNA

Your Reference:	LD:79527948-012-6.VAN DE F
Certificate No:	96804648
Issue Date:	03 FEB 2026
Enquiries:	ESYSPROD

Land Address: 1 ELMHURST PLACE BATESFORD VIC 3213

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48341028			12303	394	$0.00

Vendor: CAROLINE VAN DE POL & JON VAN DE POL

Purchaser: NOT KNOWN

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR JON HENDRIK VAN DE POL	2026	$1,230,000	$0.00	$0.00	$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$1,860,000
SITE VALUE (SV):	$1,230,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 96804648

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 = $6,720.00

Taxable Value = $1,230,000

Calculated as $4,650 plus ($1,230,000 - $1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $18,600.00

Taxable Value = $1,860,000

Calculated as $1,860,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 96804648

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: 96804648

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

CLAIRE KENNA

Your Reference:	LD:79527948-012-6.van de Pol
Certificate No:	96804648
Issue Date:	03 FEB 2026
Enquires:	ESYSPROD

Land Address:	1 ELMHURST PLACE BATESFORD VIC 3213

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48341028			12303	394	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
117	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:	$1,860,000
SITE VALUE:	$1,230,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 96804648

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

CLAIRE KENNA

Your Reference:	LD:79527948-012-6.VAN DE POL
Certificate No:	96804648
Issue Date:	03 FEB 2026

Land Address:	1 ELMHURST PLACE BATESFORD VIC 3213

Lot	Plan	Volume	Folio
		12303	394

Vendor:	CAROLINE VAN DE POL & JON VAN DE POL
Purchaser:	NOT KNOWN

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 96804648

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 96804646

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: 96804646

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Claire Kenna
17/31 Queen Street
MELBOURNE 3000

Client Reference: van de Pol

NO PROPOSALS. As at the 3th February 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®.

1 ELMHURST PLACE, BATESFORD 3213
GOLDEN PLAINS SHIRE

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

Date of issue: 3th February 2026

[Vicroads Certificate] # 79527948 - 79527948132704 'van de Pol'

Extract of EPA Priority Site Register

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 1 ELMHURST PLACE
SUBURB: BATESFORD
MUNICIPALITY: GOLDEN PLAINS
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 430 Reference E9
Melways 40th Edition, Street Directory, Map 430 Reference D9
Melways 40th Edition, Street Directory, Map 430 Reference D8

DATE OF SEARCH: 3rd February 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

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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/lan

Extract of EPA Priority Site Register

d-groundwater-pollution/priority-sites-register

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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