

Contract of Sale of Land

**115 Russells Road, Mount Duneed, Victoria,
3217**

**Jennifer Joan Macaulay
(Vendor)**

(Purchaser)

MLU:22504662

Harwood Andrews
ABN 98 076 868 034
70 Gheringhap Street,
Geelong 3220, Victoria, Australia
PO Box 101 Geelong Vic 3220

T 03 5225 5225 F 03 5225 5222

Contract of sale of land

Property:

115 Russells Road, Mount Duneed, Victoria, 3217



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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

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

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

.....

State nature of authority, if applicable:

This offer will lapse unless accepted within [10] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

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

Print name(s) of person(s) signing: Jennifer Joan Macaulay

.....

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: **HF RICHARDSON PROPERTY PTY LTD**
Address: 5 Retreat Road, Newtown, Victoria, 3220
Email: thyde@hfrichardson.com.au
Tel: 0401 736 136 Ref:

Vendor

Name: **JENNIFER JOAN MACAULAY**
Address: 115 Russells Road, MOUNT DUNEED, Victoria, 3216
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: **HARWOOD ANDREWS**
Address: 70 Gheringhap Street, Geelong, Victoria, 3220
Email: mluppino@ha.legal
Tel: 03 5226 8564 Ref: MLU:22504662

Purchaser's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10343	Folio 975	TP9067F

The land includes all improvements and fixtures.

Property address

The address of the land is: **115 Russells Road, Mount Duneed, , 3217**

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

Electric light fittings, fixed floor coverings and window furnishings (which are included in the price).

Payment

Price \$.....

Deposit \$..... on signing by the purchaser of this contract (of which \$..... has been paid)

Balance \$..... payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

be added as special conditions)

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

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

Building report

General condition 21 (as amended by special condition 5.5) applies only if the box is checked

Pest report

General condition 22 (as amended by special condition 5.6) applies only if the box is checked

Special Conditions

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

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

REFER TO THE FOLLOWING PAGE

SPECIAL CONDITIONS

1. DEFINITIONS

Unless the context otherwise requires:

- 1.1. **Claim** means any and all claims, actions, disputes, differences, requisition, objection, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) or whatever nature and however arising.
- 1.2. **Due Diligence Checklist** means a due diligence checklist required to be given by a vendor or a vendor's estate agent in accordance with Division 2A or Part II of the Sale of Land Act.
- 1.3. **Foreign Investment Approvals** means all approvals, notifications or consents required by the purchaser under the Foreign Investment Laws in entering into and fulfilling its obligations under this contract.
- 1.4. **Foreign Investment Laws** means the Foreign Acquisition and Takeovers Act 1975 (Cth) or any similar law or requirement of a responsible authority.
- 1.5. **Land Tax** means any liability for tax arising under the Land Tax Act 2005.
- 1.6. **Outgoings** means any rates, taxes, utility charges, assessments or other outgoings related to the land, provided that:
 - 1.6.1. if the price is less than \$10 million, Outgoings does not include any Land Tax;
 - 1.6.2. if the price is \$10 million or more, Outgoings includes the vendor's liability for Land Tax with respect to the land; and
 - 1.6.3. any Windfall Gains Tax existing as at the day of sale with respect to the land is excluded.
- 1.7. **Sale of Land Act** means the Sale of Land Act 1962 (Vic).
- 1.8. **Vendor's Statement** means the statement pursuant to Section 32 of the Sale of Land Act which is attached to this contract.
- 1.9. **Windfall Gains Tax** means any liability for tax arising under the Windfall Gains Tax Act 2021.
- 1.10. Words importing the singular include the plural; words importing the plural include the singular; words importing one gender include the other gender.
- 1.11. If any part of this contract is void or unenforceable, that part will be severed from this contract and all remaining parts will remain in full force and effect and unaffected by such severance.
- 1.12. No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach will operate as a waiver of any other breach or subsequent breach.
- 1.13. An obligation on the part of two or more persons (including a corporation) binds them jointly and severally.

2. VENDOR'S STATEMENT

The purchaser acknowledges that prior to signing this contract or any other documents relating to this sale, the purchaser received from the vendor a Vendor's Statement and a Due Diligence Checklist.

3. ENTIRE AGREEMENT

- 3.1. Each party acknowledges there are no conditions warranties or other terms affecting the sale other than those embodied in this contract.
- 3.2. Representations, promises conditions warranties or other items leading up to this contract which are not expressed in this contract or in the Vendor's Statement are expressly negated and withdrawn.

4. EASEMENTS, PLANNING RESTRICTIONS AND BUILDINGS

- 4.1. The purchaser acknowledges that the property is purchased:
 - 4.1.1. subject to all registered and implied easements existing over or upon or affecting the property and the easements appropriated by any plan of subdivision (whether registered or unregistered) affecting the property;
 - 4.1.2. subject to any restriction on use or development under any planning schemes affecting the property; and
 - 4.1.3. with all improvements on and forming part of the land existing at the day of sale and in its present state of repair and condition and subject to any defects with regard to its construction, condition, position or state of repair at the day of sale.
- 4.2. The vendor gives no warranty that the improvements on the land comply with current building legislation.
- 4.3. Any breach or non-compliance with any matter referred to in this special condition, or disclosed in the Vendor's Statement does not constitute a defect in title and the vendor is under no liability or obligation to the purchaser to carry out any improvements, alterations, repairs or other work to the property.

5. CERTAIN GENERAL CONDITIONS EXCLUDED OR VARIED

- 5.1. General Conditions 12 (Builders Warranty Insurance) and 31.4 to 31.6 (Loss or damage before settlement) do not apply to this contract.
- 5.2. General condition 11 (Release of Security Interest) will not apply if:
 - 5.2.1. the land is vacant land;
 - 5.2.2. the holder of the security interest is the proprietor of a registered mortgage over the land;
 - 5.2.3. the purchaser has not made a written request for a release from the security interest at least 21 days before settlement; or
 - 5.2.4. the purchaser will take the land free of security interest by operation of Part 2.5 of the Personal Property Securities Act 2009 (Cth).
- 5.3. General condition 13.1 (General Law Land) is deleted.
- 5.4. General Condition 14.3 (Deposit) is deleted.
- 5.5. General condition 21.2 (Building Report) is varied by replacing the first paragraph with the following:
 - 21.2 *The purchaser may end this contract within 7 days from the day of sale if the purchaser:*

- 5.6. General condition 22.2 (Pest Report) is varied by replacing the first paragraph with the following:
- 22.2 *The purchaser may end this contract within 7 days from the day of sale if the purchaser:*
- 5.7. General condition 23.1 (Adjustments) is deleted and replaced with the following:
- 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.*
- 5.8. If the price is less than \$10 million, general condition 23.2(b) (Adjustments) is deleted.
- 5.9. General condition 35.4(c) (Default not remedied) is amended by deleting the words 'within one year of the contract ending'.

6. DEPOSIT

- 6.1. The purchaser must pay the deposit on signing of this contract.
- 6.2. If the deposit paid is more than 10% of the price then the parties agree that general condition 35.4(a) is amended to read:
- 35.4(a) *The deposit paid under this contract (the amount of which the purchaser considers reasonable for this transaction) is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not, the parties considering the amount represents a reasonable pre-estimate of the vendor's entitlement for damages for breach of an essential term of this contract.*

7. GOODS

The property and any goods sold by this contract will not pass to the purchaser until payment of the whole of the purchase money.

8. FOREIGN INVESTMENT REVIEW BOARD

- 8.1. The purchaser warrants to the vendor that:
- 8.1.1. the purchaser has not breached any Foreign Investment Laws in entering into this contract; and
- 8.1.2. the purchaser has obtained all Foreign Investment Approvals required to enter into and fulfil its obligations pursuant to this contract, prior to the day of sale.
- 8.2. If any warranty in special condition 8.1 is untrue in any way:
- 8.2.1. the purchaser will be in default under this contract; and
- 8.2.2. the purchaser will indemnify the vendor against all Claims suffered by the vendor as a result of the vendor having relied on the warranty.
- 8.3. This warranty and indemnity will not merge upon settlement.

9. NOMINATION

- 9.1. General condition 4 is deleted and replaced by this special condition 9.

- 9.2. The purchaser may nominate a substitute or additional transferee subject to the purchaser's compliance with clause 9.3, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 9.3. The purchaser must procure execution of a nomination document in the form of a deed satisfactory to the vendor, binding the nominee to the obligations, acknowledgements, representations, warranties and agreements of the purchaser under this contract.
- 9.4. The vendor is not bound to act in accordance with a nomination unless the purchaser has provided the vendor with a copy of the fully executed nomination deed at least 10 business days before settlement.

10. GUARANTEE

- 10.1. If the purchaser is or includes a corporation which is not listed on the main board of an Australian Stock Exchange, the purchaser must procure the execution of a guarantee and indemnity in the form annexed to this contract (**Guarantee**) by each of the directors of the corporation immediately upon execution of this contract.
- 10.2. If the purchaser fails to have the Guarantee executed in accordance with this special condition, the vendor may rescind this contract by written notice to the purchaser. Time will be of the essence of this special condition.
- 10.3. The obligation of the purchaser under this special condition is a continuing obligation and if at any time prior to payment of the whole of the price a person becomes a director of the purchaser then the purchaser must comply with special condition 10.1 with respect to that director.
- 10.4. In this special condition, **purchaser** includes the purchaser as listed in the particulars of sale and any corporation nominated by the purchaser as an alternate or additional purchaser.

11. PURCHASER AS TRUSTEE

If the purchaser executes this deed as trustee of a trust (**Trust**) (whether the purchaser's capacity as such has been disclosed to the vendor or not), the purchaser represents and covenants that:

- 11.1. the purchaser is empowered to execute this contract;
- 11.2. the purchaser is bound in its or their personal capacity as well as trustee of the Trust;
- 11.3. the purchaser is the sole trustee of the Trust;
- 11.4. this contract will bind the purchaser and any successor of the purchaser as trustee of the Trust; and
- 11.5. the purchaser will obtain the vendor's prior written consent for a change of trustee of the Trust before the settlement date and procure that any successor of the purchaser enters into a deed of covenant with and to the satisfaction of the vendor at the cost of the purchaser.

12. DUTY

- 12.1. The vendor does not make any warranty or representation as to the duty payable on the transfer of the land or under this contract.
- 12.2. The purchaser:
 - 12.2.1. releases the vendor from any Claim in relation to duty payable on the transfer or under this contract;
 - 12.2.2. must pay all duty assessed on the transfer or under this contract; and

- 12.2.3. will keep the vendor indemnified at all times against all loss, liabilities or Claims under the Duties Act 2000 (Vic) relating to this contract.

13. PURCHASER'S DEFAULT

- 13.1. Without limiting any other rights of the vendor in relation to termination of this contract, the purchaser will be in default under this contract upon the happening of any of the following events:
 - 13.1.1. an order is made or a resolution is passed for the winding up of the purchaser;
 - 13.1.2. the purchaser goes into liquidation or becomes unable to pay its debts as and when they become due and payable;
 - 13.1.3. an administrator or trustee in bankruptcy is appointed to the purchaser, or a receiver of any of its assets is appointed;
 - 13.1.4. a warrant of execution is issued against the purchaser, and is not satisfied within 30 days;
 - 13.1.5. except with the vendor's consent, if there is a change in the beneficial ownership of the majority of shares with voting rights in the purchaser;
 - 13.1.6. a guarantor who is a natural person:
 - 13.1.6.1. becomes bankrupt;
 - 13.1.6.2. takes or tries to take advantage of Part X of the Bankruptcy Act 1966 (Cth);
 - 13.1.6.3. makes an assignment for the benefit of their creditors; or
 - 13.1.6.4. enters into a composition or arrangement with their creditors.
- 13.2. If the vendor gives to the purchaser notice of default under this contract, the default will not be remedied until all the following have occurred:
 - 13.2.1. the remedy by the purchaser of the relevant default;
 - 13.2.2. the payment by the purchaser of all reasonable expenses incurred by the vendor as a result of the default including without limitation all interest and bank charges payable by the vendor under any existing mortgage affecting the land, calculated from settlement; and
 - 13.2.3. payment of the vendor's solicitor's legal costs (on a solicitor client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.

14. OUTGOINGS FOR LAND NOT SEPARATELY ASSESSED

If the land is not separately assessed for any Outgoings, the adjustment of those Outgoings will be made:

- 14.1. by calculating the proportion which the area of the land bears to the total area of all the lots included in the assessment;
- 14.2. disregarding any land included in the assessment which at settlement is common property, public land or land used for public purposes, such as roads and reserves); and
- 14.3. on the basis that such Outgoings will or have been paid by the vendor.

15. GST WITHHOLDING NOTICE

- 15.1. The purchaser is not required to make a GST withholding payment under section 14-250 of Schedule 1 to the TAA in relation to this supply of land and this special condition 15.1 serves as a notification for the purposes of section 14-255 of Schedule 1 to the TAA.
- 15.2. Without limiting general condition 25.2, the vendor may issue a further notice in accordance with section 14-255, in which case the later notice issued by the vendor replaces the notice contained in this contract of sale.

16. MATERIAL FACT – PERGOLA

- 16.1. The purchaser acknowledges that the Vendor has not obtained a building permit for the pergola, as described in the 137B report attached in the Vendor's Statement (**Material Fact**).
- 16.2. The purchaser further acknowledges they have received copies of the design plans and engineering plans for the pergola.
- 16.3. The vendor does not make any representation about the Material Fact other than as disclosed in this contract and the Vendor's Statement.
- 16.4. The purchaser confirms that they have entered into this contract on the basis of their own investigations and subject to the Material Fact and will not bring any Claim against the Vendor in relation to the subject of this special condition 16.
- 16.5. This special condition will not merge at settlement.

17. MATERIAL FACT – REZONING

- 17.1. The purchaser acknowledges that the Land may be subject to a future rezone as part of a proposed planning scheme amendment to the long-term settlement boundaries for Greater Geelong. The planning scheme amendment is under consideration by the relevant authorities (**Material Fact - Rezoning**).
- 17.2. The vendor does not make any representation about the Material Fact – Rezoning other than as disclosed in this contract.
- 17.3. The purchaser confirms that they have entered into this contract on the basis of their own investigations and subject to the Material Fact – Rezoning and will not bring any Claim against the Vendor in relation to the subject of this special condition 17.
- 17.4. This special condition will not merge at settlement.

18. WINDFALL GAINS TAX

18.1. Definitions

Unless the context otherwise requires:

- 18.1.1. **Commissioner** means the Victorian Commissioner of State Revenue.
- 18.1.2. **Existing Windfall Gains Tax** means any Windfall Gains Tax existing on or before the day of sale with respect to the land.
- 18.1.3. **New Windfall Gains Tax** means any Windfall Gains Tax arising after the day of sale with respect to the land.
- 18.1.4. **Rezoning Event** means any event, act or omission occurring after the day of sale which causes Windfall Gains Tax to be triggered or payable.

- 18.1.5. **Windfall Gains Tax** means any liability for windfall gains tax (including penalties and interest) under the Windfall Gains Tax Act 2021 (Vic).
- 18.2. Existing Windfall Gains Tax**
Nothing in this contract will require the purchaser to pay or contribute to any Existing Windfall Gains Tax. The vendor must pay any Existing Windfall Gains Tax on or before settlement.
- 18.3. Restriction on causing or contributing to a Rezoning Event**
The purchaser must not do anything, or allow anything to be done to cause or contribute to a Rezoning Event, without the vendor's prior written consent.
- 18.4. Purchaser's liability to pay the WGT Liability**
- 18.4.1. The purchaser must pay to the Commissioner any New Windfall Gains Tax on the earlier of:
- 18.4.1.1. the due date for payment of the WGT Liability under the WGT Assessment; and
- 18.4.1.2. 20 Business Days prior to the due date for settlement.
- 18.4.2. The vendor must provide to the purchaser a copy of any notices received in relation to New Windfall Gains Tax as soon as practicable after receiving such notices.
- 18.4.3. The purchaser must provide evidence satisfactory to the vendor of payment of New Windfall Gains Tax in accordance with special condition 18.4.1.
- 18.5. Indemnity and release**
- 18.5.1. The purchaser indemnifies the vendor from loss, liability or claims in relation to any New Windfall Gains Tax.
- 18.5.2. The purchaser releases the vendor from liability in relation to any New Windfall Gains Tax.
- 18.6. Removal of Encumbrance**
The vendor is not required to remove any encumbrance over the land or on title relating to Windfall Gains Tax.
- 18.7. Nomination**
If the purchaser nominates an additional or substitute purchaser, the purchaser will ensure, at the purchaser's cost, that that the nominated purchaser executes the nomination deed in accordance with special condition 9 to bind the nominee to the obligations under this special condition 18.
- 18.8. Essential Term**
The parties acknowledge that this special condition 18 is an essential term of this contract, are continuing obligations and will not merge with settlement.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

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

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

14. DEPOSIT

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
- (b) 'GST' includes penalties and interest.

20. LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

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

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

22. PEST REPORT

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

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

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

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

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

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

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

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

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

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

ANNEXURE - GUARANTEE AND INDEMNITY DEED POLL

TO:	Jennifer Joan Macaulay (Vendor)
FROM:	<p>.....</p> <p>of</p> <p>.....</p> <p>(Guarantor)</p>
RE:	<p>The contract of sale of:</p> <p>115 Russells Road, Mount Duneed, , 3217 (Property)</p> <p>to:</p> <p>..... (Purchaser)</p> <p>to which this guarantee and indemnity is annexed.</p>

1. GUARANTEE AND INDEMNITY

In consideration of the Vendor selling the Property to the Purchaser under the Contract at the Guarantor's request, if the Purchaser defaults:

- 1.1. in payment of any amount to the vendor required under the Contract; or
 - 1.2. in performing any of the purchaser's obligations under the Contract,
- the Guarantor covenants that they will:
- 1.3. pay the Vendor on demand any amount due to the vendor under the Contract; and
 - 1.4. keep the Vendor indemnified against:
 - 1.4.1. any amount payable; and
 - 1.4.2. any loss the Vendor suffers due to the Purchaser's default, under the Contract.

2. CONTINUING GUARANTEE AND INDEMNITY

The liability of the Guarantor will not be affected by:

- 2.1. the Vendor granting the Purchaser or a Guarantor time or any other indulgence;
 - 2.2. the Vendor agreeing not to sue the Purchaser or another Guarantor;
 - 2.3. any variation or termination of the Contract; or
 - 2.4. any provision of the Contract being unenforceable against the Purchaser,
- and this guarantee and indemnity does not merge on completion of the Contract.

3. GUARANTOR'S ACKNOWLEDGMENTS, WARRANTIES AND AGREEMENTS

- 3.1. The Guarantor agrees that the Vendor may retain all money received from the Purchaser's bankrupt estate (if an individual) or from winding up of the Purchaser (if a corporation), and need only allow the Guarantor a reduction in its liability under this guarantee and indemnity to the extent of the amount received;
- 3.2. The Guarantor must:
 - 3.2.1. not seek to recover money from the Purchaser to reimburse the Guarantor for payments made to the Vendor until the Vendor has been paid in full;
 - 3.2.2. not prove in bankruptcy or apply to wind up the Purchaser for any amount which the Vendor has demanded from the Guarantor; and
 - 3.2.3. pay the Vendor all money which the Vendor refunds to the Purchaser's liquidator or trustee in bankruptcy as preferential payments received from the Purchaser.

4. BINDING DEED POLL

- 4.1. This guarantee and indemnity binds the parties and their heirs, executors, successors, assigns, administrators and legal personal representatives.
- 4.2. Reference to any party includes their heirs, executors, successors, assigns, administrators and legal personal representatives.
- 4.3. An obligation on the part of two or more persons (including a corporation) binds them jointly and severally.

5. EXECUTION OF FURTHER DOCUMENTS

The Guarantor must execute all documents and do all things reasonably necessary to carry out and give effect to the terms and conditions of this guarantee and indemnity.

6. ELECTRONIC EXECUTION

The Guarantor:

- 6.1. consents to the use of the electronic or physical signing of this document or a combination of both and receiving this document in paper, electronic or digital form or a combination of those forms;
- 6.2. warrants that, where they sign this document electronically, they have applied (or their duly authorised signatories have applied) the electronic signature to this document;
- 6.3. agrees that such electronic signature is legally effective execution and conclusive as to their intention to be bound by this document as if signed by that Party's (or any of its duly authorised signatory's) manuscript signature;
- 6.4. confirms that this document can be signed in any number of counterparts, which will be deemed to constitute one instrument; and
- 6.5. where relevant, confirms and attests that this document is executed and/or witnessed in accordance with the Electronic Transactions (Victoria) Act 2000 (Vic).

EXECUTED AS A DEED POLL

SIGNED SEALED AND DELIVERED by

.....

.....

in the presence of:

.....
Witness

Date:

SIGNED SEALED AND DELIVERED by

.....

.....

in the presence of:

.....
Witness

Date:



STATEMENT PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962


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	115 Russells Road Mount Duneed Victoria 3217
-------------	---

Vendor's name	Jennifer Joan Macaulay	Date:	23-Dec-2025 2:36 PM AEDT
Vendor's signature	 _____		

Purchaser's name	Date:
Purchaser's signature	_____

Purchaser's name	Date:
Purchaser's execution	_____
	Director Executed in accordance with section 127 of the Corporations Act 2001

	Director/Secretary Executed in accordance with section 127 of the Corporations Act 2001

1. FINANCIAL MATTERS

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

Are contained in the attached certificates.

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:

Not applicable.

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

<p>1.5.1. The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows</p>	<p>AVPCC No. 117</p>
<p>1.5.2. Is the land tax reform scheme land within the meaning of the CIPT Act?</p>	<p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
<p>1.5.3. If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows</p>	<p><input checked="" type="checkbox"/> Not applicable</p>

2. INSURANCE

2.1. Damage and Destruction

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

Not applicable.

2.2. Owner Builder

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

Not applicable.

3. LAND USE

3.1. Easements, Covenants or Other Similar Restrictions

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

Any easements in favour of authorities (whether registered or unregistered) and otherwise any easements, covenants or restrictions as set out in the attached searches and certificates.

3.1.2. Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2. Road Access

There is access to the property by road.

3.3. Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under section 192A of the Building Act 1993.

3.4. Planning Scheme

Attached is a certificate with the required specified information.

3.5. Area of Aboriginal Cultural Heritage Sensitivity

The land is not in an Area of Aboriginal Cultural Heritage Sensitivity.

4. NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements.

4.2. Agricultural Chemicals

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

None to the vendor's knowledge.

4.3. Compulsory Acquisition

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

None to the vendor's knowledge.

5. BUILDING PERMITS

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

Are contained in the attached certificates and/or statements.

6. OWNERS CORPORATION

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

Not applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

Not applicable.

8. SERVICES

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

- Electricity supply
- Gas supply Bottled gas only
- Water supply
- Sewerage
- Telephone services

9. TITLE

Attached are copies of the following documents:

9.1. Registered Title

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

10. SUBDIVISION**10.1. Unregistered Subdivision**

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

Not applicable

10.2. Staged Subdivision

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

Not applicable.

10.3. Further Plan of Subdivision

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

Not applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

11.2. which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

See attached.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(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.



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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 10343 FOLIO 975

Security no : 124130190078Y
Produced 25/11/2025 09:40 AM

LAND DESCRIPTION

Crown Allotment H Section 21 Parish of Duneed.
Created by Application No. 078264Y 06/08/1997

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JENNIFER JOAN MACAULAY of 17 PESCOTT STREET NEWTOWN 3220
Application No. 078264Y 06/08/1997

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AF657106D 16/02/2008
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE TP009067F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 115 RUSSELLS ROAD MOUNT DUNEED VIC 3217

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

DOCUMENT END



Imaged Document Cover Sheet

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EDITION 1		TITLE PLAN TP 9067F			
Location of Land Parish: DUNEED Township: — Crown Allotment: H Section: 21 Crown Portion: — LTO base record: D.C.M.B (RURAL) Last Plan Reference: Title Reference: Depth Limitation: NIL			Notations		
Easement Information E - Encumbering Easement R - Encumbering Easement (ROAD) A - Appurtenant Easement					THIS PLAN HAS BEEN PREPARED FOR LAND TITLES OFFICE TITLE DIAGRAM PURPOSES Checked by <i>[Signature]</i> Date 22/8/97 Assistant Registrar of Titles
Easement Reference	Purpose/Authority	Width	Origin	Land benefitted/In favour of	
NIL					
<p style="text-align: center;">RUSSELLS ROAD</p>					
LENGTHS ARE IN METRES	SCALE	SHEET SIZE A3	FILE No. AP 78 2 64 Y DEALING CODE: 26D		
					Sheet 1 of 1 Sheets

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1203065

APPLICANT'S NAME & ADDRESS

LANTERN LEGAL GROUP C/- INFOTRACK (LAWMASTER) C/-
LANDATA
MELBOURNE

VENDOR

MACAULAY, JENNIFER JOAN

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

356547

This certificate is issued for:

LAND CONTAINED IN VOLUME: 10343 FOLIO: 975 CROWN ALLOTMENT H SECTION 21 PARISH OF DUNEED
ALSO KNOWN AS 115 RUSSELLS ROAD MOUNT DUNEED
GREATER GEELONG CITY

The land is covered by the:

GREATER GEELONG PLANNING SCHEME

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

The land:

- is included in a FARMING ZONE
- is within a VEGETATION PROTECTION OVERLAY - SCHEDULE 1

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

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

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

25 November 2025

Sonya Kilkenny
Minister for Planning

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

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

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

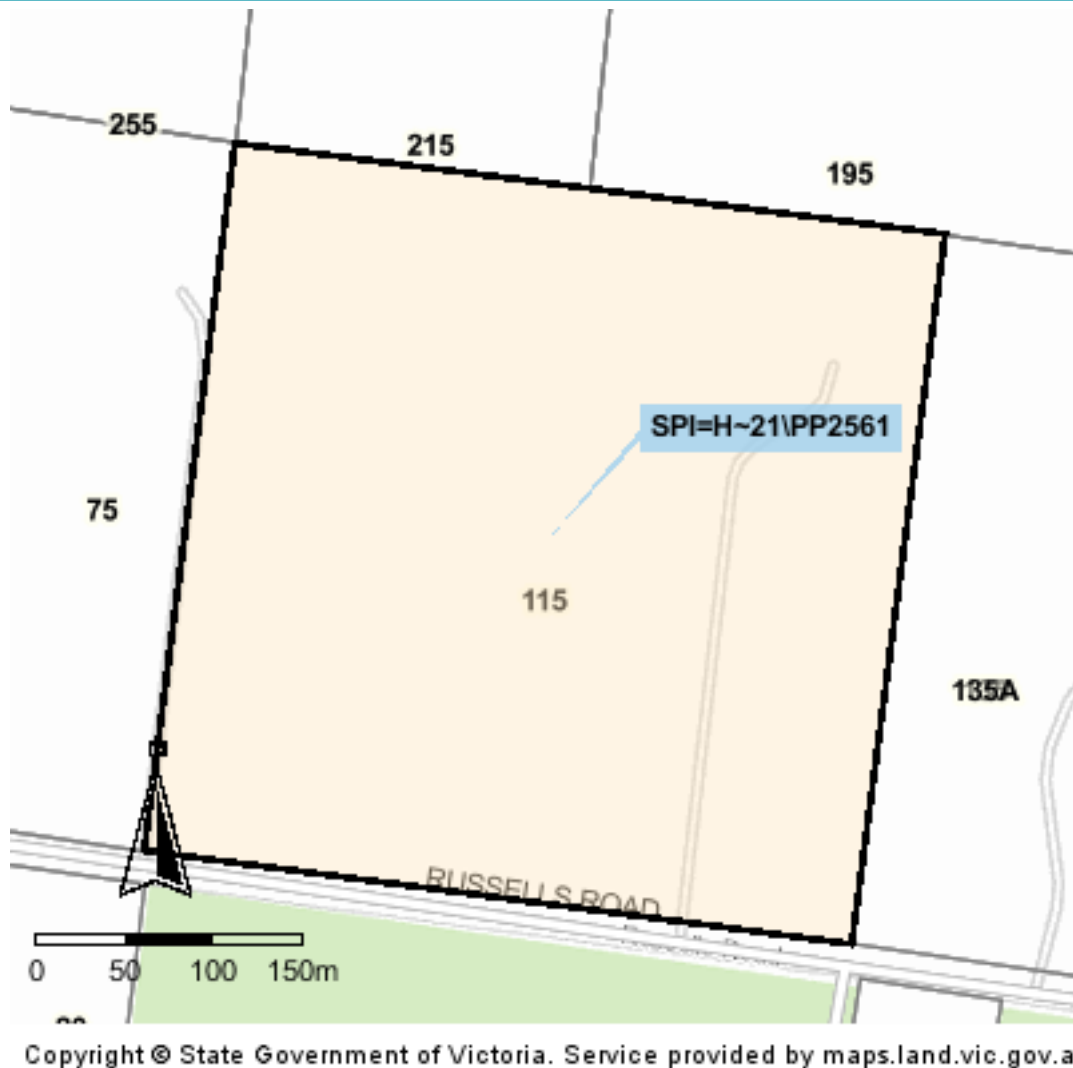
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 17 December 2025 01:10 PM

PROPERTY DETAILS

Address: **115 RUSSELLS ROAD MOUNT DUNEED 3217**

Crown Description: **Allot. H Sec. 21 PARISH OF DUNEED**

Standard Parcel Identifier (SPI): **H~21\PP2561**

Local Government Area (Council): **GREATER GEELONG** www.geelongaustralia.com.au

Council Property Number: **237697**

Planning Scheme: **Greater Geelong** [Planning Scheme - Greater Geelong](#)

Directory Reference: **Melway 479 A4**

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Barwon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **SOUTH BARWON**

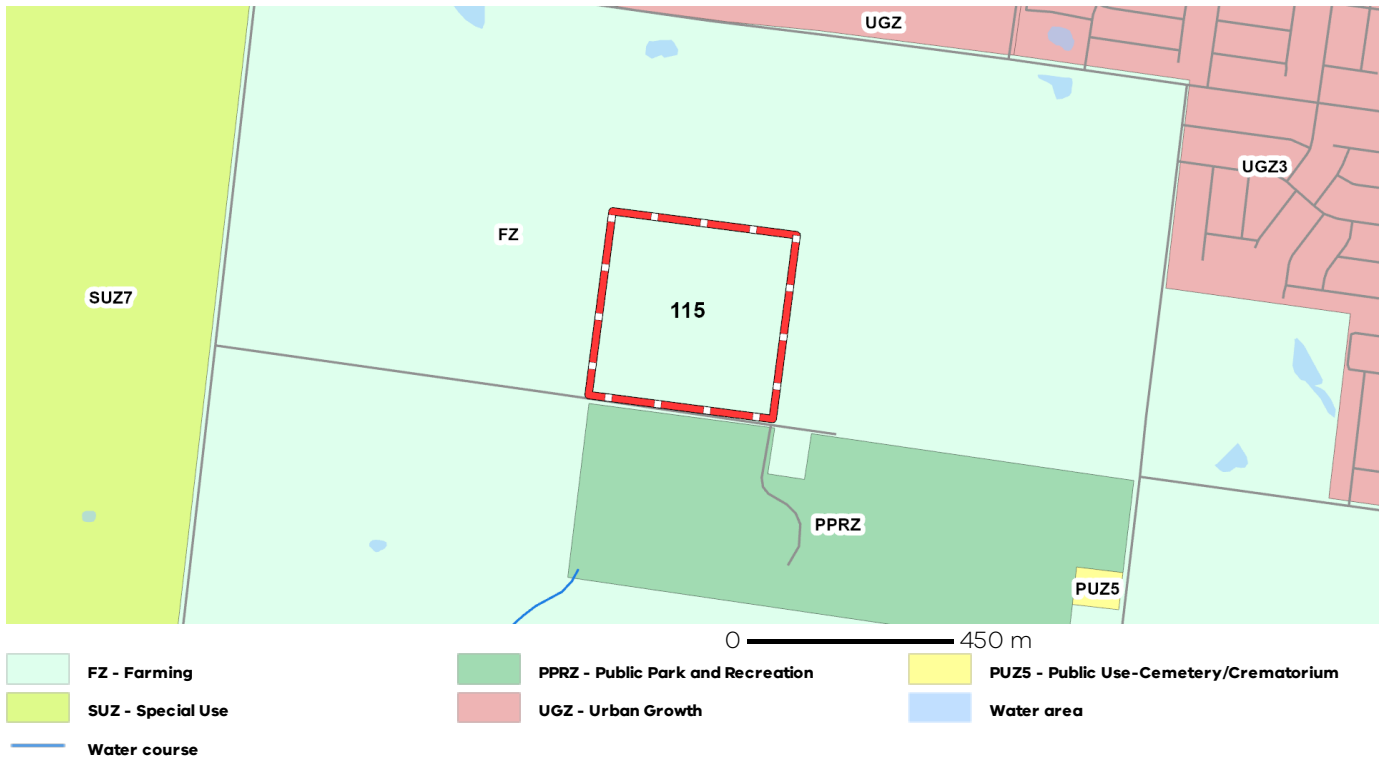
Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**

Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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



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

PLANNING PROPERTY REPORT

Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



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

OTHER OVERLAYS

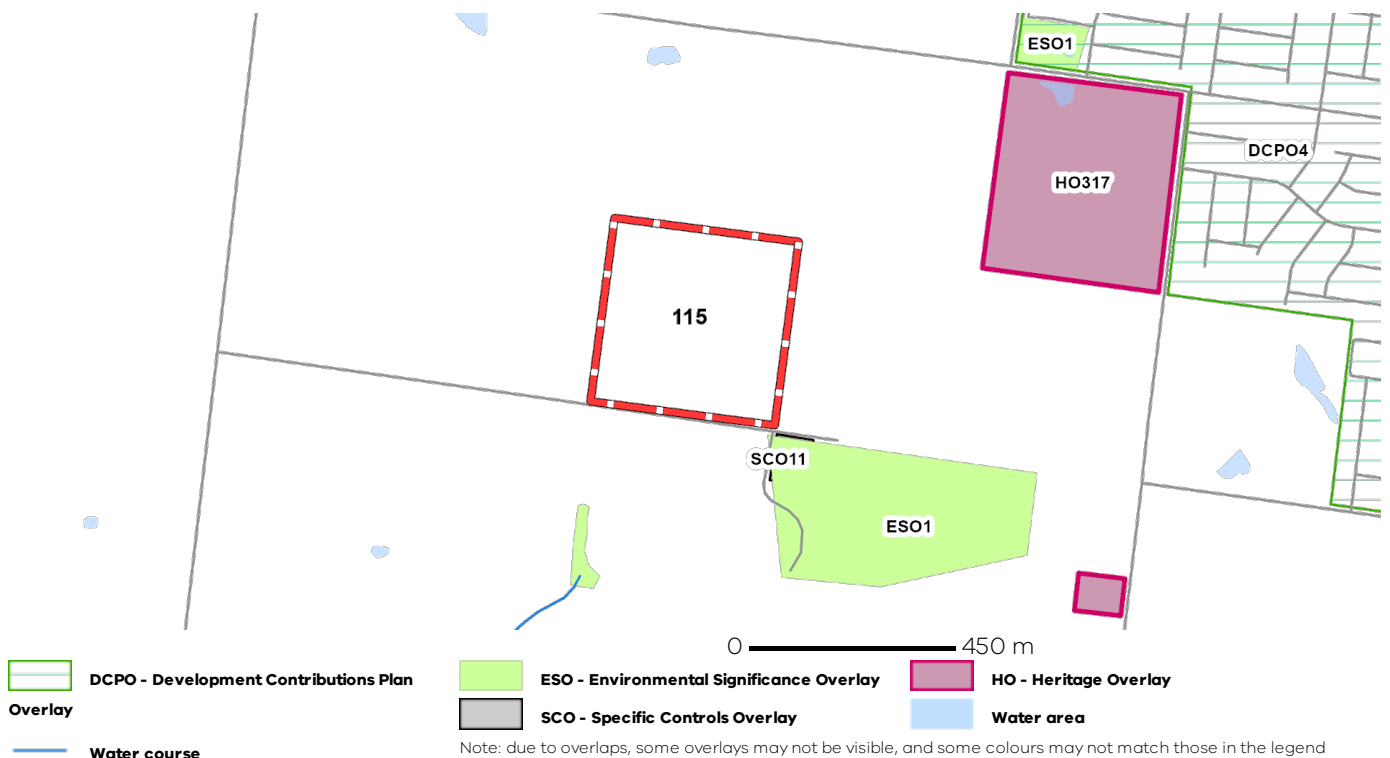
Other overlays in the vicinity not directly affecting this land

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

HERITAGE OVERLAY (HO)

SPECIFIC CONTROLS OVERLAY (SCO)



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

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Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

PLANNING PROPERTY REPORT



Further Planning Information

Planning scheme data last updated on 17 December 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

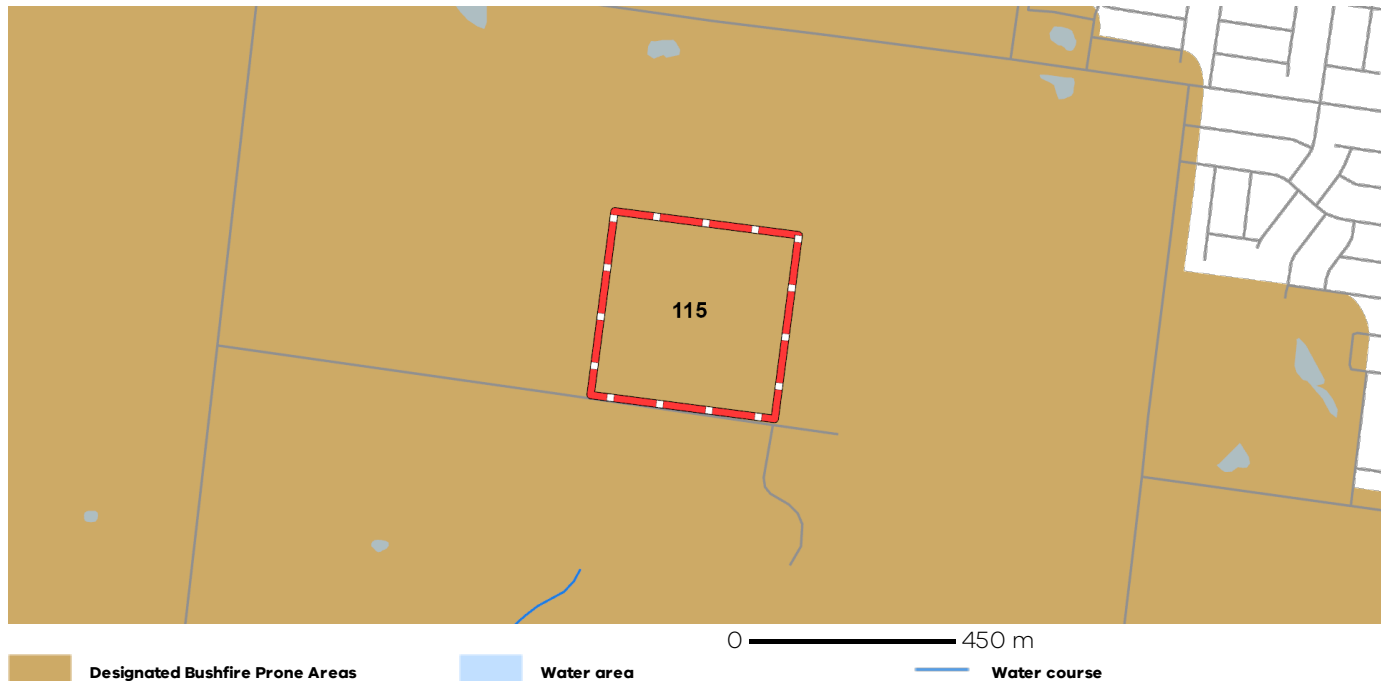
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

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Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272
 PO Box 104, Geelong VIC 3220 E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au

**2025-2026 LAND INFORMATION CERTIFICATE**

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **25-Nov-2025**Certificate No: **239823**

Applicants Ref:

78886760-014-3:212502*Assessment Number:* **41379**

Property Address: **115 Russells Road, MOUNT DUNEED VIC 3217**
 Property Description: **163676m2 Lot 1 TP 9067**
 AVPCC / Land Use: **117 - Residential Rural / Lifestyle (0.4 to 100 Ha)**

Applicant:

Secure Electronic Registries Victoria Pty Ltd
PO BOX 500
EAST MELBOURNE VIC 8002

Operative Valuation Date:	01-Jul-2025
Level of Valuation Date:	01-Jan-2025
Capital Improved Value:	2,300,000
Site Value:	1,800,000
Net Annual Value:	115,000

This certificate provides information regarding Valuation, Rates, Charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or By-Law of the Council.

This certificate is not required to include information regarding Planning, Building, Health, Land Fill, Land Slip, other Flooding Information or Service Easements. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.

Particular of Rates & Charges, Outstanding Notices and Works for which a charge has been made:

- ◆ The **current rating year** is for the period **01/07/2025 to 30/06/2026**. Lump sum payment – due by **15/02/2026** or by instalment **30/09/2025, 30/11/2025, 28/02/2026** and **31/05/2026**. Interest is chargeable after these dates on any outstanding amount.
- ◆ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

Please Note: Council is not involved in the settlement process. On request any overpayment of rates at settlement will be refunded to the payee.

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue

(ie. **23-Feb-2026**) and within the current financial year.

The Local Government Act 2020 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.

Notice can be emailed to: transfers@geelongcity.vic.gov.au

2025-2026 LAND INFORMATION CERTIFICATE (cont.)In accordance with Section 121 of the
Local Government Act 2020Date of Issue: **25-Nov-2025**

eService

Certificate No: **239823**Property Address: **115 Russells Road, MOUNT DUNEED VIC 3217**Assessment Number: **41379.9**

	<u>Rate, Charges & Other Monies</u>	<u>Amount \$</u>
Arrears:	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
Current:	General Rates	4,836.35
	State Government Levies	533.90
	Municipal Charge	0.00
	Waste Management	509.55
	Refunds	0.00
	Concession Rebates	0.00
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
Other:	Special Charges (<i>subject to Final Costs</i>)	0.00
	Sundry Charges	0.00
Payment:	Amount Received	-1,470.10
	Overpayment	0.00
	All Overdue amounts should be paid at settlement. The purchaser is liable for all outstanding rates and charges after transfer and settlement.	
	Total Due:	4,409.70

General Notes: Supplementary Valuations are conducted by Council when a property's characteristics change. Examples of this (but not exclusive) are: A building is altered, erected, or demolished. A property is amalgamated, subdivided, rezoned, part sold, or affected by road construction. 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.

Condition:

I hereby certify that as the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the **City of Greater Geelong** together with any Notices pursuant to the Local Government Act 1989 and 2020, Local Laws or any other legislation.



Authorised Officer
**Reference: 100000413799****Reference: 100000413799**Payment via internet or phone banking,
from your cheque or savings account.

Information Statement Part A

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

INSTALLATION NUMBER: 18288559 **APPLICATION NUMBER:** 511453 **DATE:** 25/11/2025
PROPERTY ADDRESS: 115 RUSSELLS RD, MOUNT DUNEED, VIC 3217
YOUR REFERENCE: 356547
OWNER: JJ MACAULAY
COMMENTS: **Comments**

The following service charges are applicable for the abovenamed property for the period 01/10/2025 to 31/12/2025. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

		Value	GST	Price
Water Service Charge		37.12	0.00	37.12
Total Service Charge	\$	37.12	0.00	37.12

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

Charges Due & Payable

		Value	GST	Price
Water Volume	to 20/11/2025	178.82	0.00	178.82
Water Service Charge		37.12	0.00	37.12
TOTAL DUE	\$	215.94	0.00	215.94

Important Information

Due date for Billed Service and Volume Charges 22/12/2025

The water meter for this property was last read on 20/11/2025. 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 24/01/2026. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 24/01/2026 and a fee will be payable.**

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

Manager Customer Centre

Information Statement Part B

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

25-11-2025

Lantern Legal Group C/- InfoTrack (LawMaster) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 115 RUSSELLS ROAD MOUNT DUNEED 3217

I refer to your application received at this office on 25/11/2025. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

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

Our Ref: EC511453

Your Ref: 356547

Agent Ref: 78886760-026-6

Yours faithfully,

Manager Customer Centre

Sewer Drainage Plan Request

25-11-2025

Lantern Legal Group C/- InfoTrack (LawMaster) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

115 RUSSELLS RD MOUNT DUNEED 3217

In accordance with your application dated 25/11/2025 please find attached our response to your Sewers and Drains Plan request.

Please be advised according to Barwon Water records this property is not connected to the sewerage system and therefore a drainage plan is not available.

Our Ref: EC511454

Your Ref: 356547

Agent Ref: 78886760-028-0

Yours faithfully.

Manager Customer Centre

Property Clearance Certificate

Land Tax



INFOTRACK / LANTERN LEGAL GROUP

Your Reference:	22504662
Certificate No:	94360517
Issue Date:	25 NOV 2025
Enquiries:	ESYSPROD

Land Address: 115 RUSSELLS ROAD MOUNT DUNEED VIC 3217

Land Id	Lot	Plan	Volume	Folio	Tax Payable
19341114			10343	975	\$0.00

Vendor: JENNIFER MACAULAY
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS JENNIFER JOAN MACAULAY	2025	\$1,800,000	\$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):	\$2,300,000
SITE VALUE (SV):	\$1,800,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 94360517

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 = \$11,850.00

Taxable Value = \$1,800,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$23,000.00

Taxable Value = \$2,300,000

Calculated as \$2,300,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 94360517

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: 94360517

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



INFOTRACK / LANTERN LEGAL GROUP

Your Reference:	22504662
Certificate No:	94360517
Issue Date:	25 NOV 2025
Enquires:	ESYSPROD

Land Address: 115 RUSSELLS ROAD MOUNT DUNEED VIC 3217

Land Id	Lot	Plan	Volume	Folio	Tax Payable
19341114			10343	975	\$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:	\$2,300,000
SITE VALUE:	\$1,800,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94360517

Power to issue Certificate

- 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

- 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)

- 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.
- 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

- 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.
- 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

- 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

- 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

- 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

- 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

- 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

- 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).
- 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.
- 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.
- An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / LANTERN LEGAL GROUP

Your Reference:	22504662
Certificate No:	94360517
Issue Date:	25 NOV 2025

Land Address: 115 RUSSELLS ROAD MOUNT DUNEED VIC 3217

Lot	Plan	Volume	Folio
		10343	975

Vendor: JENNIFER MACAULAY

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 94360517

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 94360518</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 94360518</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
---	--	--

CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272
 PO Box 104, Geelong VIC 3220 E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au



Secure Electronic Registries Victoria
 Pty Ltd
 PO BOX 500
 EAST MELBOURNE VIC 8002

Date of Issue: 27 November 2025
Council Reference: BIR-2025-9811
Your Reference: 78886760-015-0

BUILDING INFORMATION CERTIFICATE

This certificate is issued pursuant to regulation 51(1) of the [Building Regulations 2018](#) and contains information relevant to building permits, certificates, orders and/or notices issued **within the preceding 10 years**, as of **27 November 2025**.

PROPERTY INFORMATION

Property Address **115 Russells Road, MOUNT DUNEED VIC 3217**
 Title Information 163676m2 Lot 1 TP 9067 Volume / Folio IT

DETAILS OF PERMITS AND CERTIFICATES

Contains information relating to any Building Permits, Certificates of Final and/or Certificates of Occupancy, pursuant to Building Regulation 2018.

Permit Description **Demolition of a Garage**
 Issue Date **06/11/2025** Permit Number **4719251108979**
 Council Reference Number **PBPD-O-2025-4989**
 Certificate of Final/Occupancy Issue Date **N/A**

DETAILS OF CURRENT STATEMENTS

Contains information relating to any statements issued under Regulation 64 (Combined Allotments) and/or Regulation 231 (Subdivision of Existing Buildings), pursuant to Building Regulation 2018.

Combined Allotment Issue Date **N/A** Subdivision of Existing Buildings Date **N/A**

DETAILS OF CURRENT NOTICE OR ORDERS

Contains information relating to any Notice(s) and Order(s) issued by the Relevant Building Surveyor under the Building Act 1993.

Notice/Order Type **N/A**

Description **N/A**

Council Reference Number **N/A**

Issue Date **N/A**

DETAILS OF POOL AND/OR SPA REGISTRATION

Contains information relating to any records recorded within Council's Pool and Spa Register under the Building Act 1993 and Building Regulations 2018.

Pool/Spa Type **N/A**

Current Status **N/A**

Compliance Due Date **N/A**

Council Reference Number **N/A**

PLEASE NOTE

- Information provided within this certificate is current only on the date of issue, as the details included are subject to change.
- This exclusion of any permits dated more than 10 years prior to the issuance of this certificate may not be included due to limitations in the periods records have been kept and/or documentation not received by Council.
- The inclusion and/or exclusion of permits or certificates does not indicate whether all buildings and construction work is compliant with the relevant legislative approvals.

If you have any questions or concerns relating to this certificate, please contact us at bir@geelongcity.vic.gov.au or on (03) 5272 4450.

BUILDING SERVICES
137-149 MERCER STREET,
GEELONG VIC 3220

CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272
PO Box 104, Geelong VIC 3220 E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au



5 February 2024

J J MacAulay
115 Russells Road
MOUNT DUNEED VIC 3217

Dear Jennifer,

CERTIFICATE OF COMPLIANCE - SUBMISSION CONFIRMATION

Licence Number - PSR-2023-878
Registered Property - 115 Russells Road, MOUNT DUNEED

Thank you for submitting your Compliance Certificate (Form 23), dated **02-Feb-2024**.

This certificate confirms that your pool meets the relevant Australian Standard, as determined by your date of construction.

You must submit a new Certificate of Compliance, issued and signed by a Registered Inspector/Surveyor, to Council every four years to confirm your pool remains safe in future.

Your next Certificate is due by **2 February 2028**. Council will remind you when it's time to submit your renewed certification again.

For more information, please visit www.geelongaustralia.com.au/poolsafety. Alternatively, if you would like further assistance, please contact Building Services directly on 5272 4450 or via email at poolsreg@geelongcity.vic.gov.au.

Thank you for supporting this important safety initiative.

BUILDING SERVICES
137-149 MERCER STREET
GEELONG VIC 3220



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Lantern Legal Group C/- InfoTrack (LawMaster)
12/201 Kent Street
SYDNEY 2000
AUSTRALIA

Client Reference: 356547

NO PROPOSALS. As at the 25th November 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

115 RUSSELLS ROAD, MOUNT DUNEED 3217
CITY OF GREATER GEELONG

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: 25th November 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78886760 - 78886760093640 '356547'

LOTSEARCH REFERENCE
LS110387 PS

REPORT DATE
25 Nov 2025 11:35:43

CLIENT ID
179827584

ADDRESS
115 RUSSELLS ROAD, MOUNT
DUNEED VIC 3217

COUNCIL
Greater Geelong City



LOTSEARCH
Spatial Intelligence | Mapping Risk

LOT/PLAN
Lot H~21, PP2561

EPA Priority Sites Register Plus+

Disclaimer:

The purpose of this report is to provide a summary of some of the publicly available environmental risk information, based on the site boundary shown on the maps within this report. The report does not constitute an exhaustive set of all repositories or sources of information available.

You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.

You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.

The report is not a substitute for an on-site inspection or review of other available reports and records.

The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features.

You should obtain independent advice before you make any decision based on the information within the report.

A link to the detailed terms applicable to the use of this report is available at the end of this report.



EPA Priority Sites Register Plus+

ADDRESS
115 RUSSELLS ROAD, MOUNT
DUNED VIC 3217



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

HOW THIS REPORT HELPS

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



1. Contaminated Land Registers

No Records Identified

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

WHAT NEXT?

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



2. Regulated Activities

No Records Identified

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

- Visit our website or contact our support team to access more Lotsearch products & additional government searches



3. Contamination Investigations

No Records Identified

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

- Contact an environmental consultant for additional advisory services. Consultants are listed by industry bodies **ALGA** , **ACLCA** & **EIANZ**.



4. Other Contamination Issues

No Records Identified

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

support@lotsearch.com.au

+61 (02) 8287 0680

lotsearch.com.au



Site Map

115 RUSSELLS ROAD, MOUNT DUNED VIC 3217

LOTSEARCH REFERENCE




LS110387 PS

REPORT DATE

25 Nov 2025



LEGEND

-  Site Boundary
-  Search Area
-  Search Results

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





Search Results

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

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

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

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

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

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



Data Sources

ADDRESS
115 RUSSELLS ROAD, MOUNT
DUNED VIC 3217

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

Dataset Name	Data Source	Lotsearch Update Date
Current EPA Priority Sites	Environment Protection Authority Victoria	20/11/2025
EPA Site Management Orders	Environment Protection Authority Victoria	24/11/2025
EPA Register of Permissions	Environment Protection Authority Victoria	07/05/2025
EPA Preliminary Risk Screening Assessments	Environment Protection Authority Victoria	24/11/2025
EPA Environmental Audit Reports	Environment Protection Authority Victoria	21/11/2025
EPA PFAS Site Investigations	Environment Protection Authority Victoria	07/11/2025
EPA Groundwater Zones with Restricted Uses	Environment Protection Authority Victoria	30/10/2025
EPA Victorian Landfill Register	Environment Protection Authority Victoria	29/10/2025

Useful Contacts

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

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

Greater Geelong City
<http://www.geelongaustralia.com.au>
contactus@geelongcity.vic.gov.au
(03) 5272 5272

[Click for Use of Report - Applicable Terms](#)

ACN 163 005 141

ABN 56 163 005 141

PO Box 5103, East Geelong, Vic. 3219

Phone: 0413 415 969

Email: ggbinspections.01@gmail.com



OWNER BUILDER (137B) REPORT

REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993 (OWNER BUILDER CONSTRUCTION)

PROPERTY ADDRESS:	115, Russells Road, Mount Duneed, VIC 3217
CLIENT DETAILS:	Cameron Macaulay 115, Russells Road, Mount Duneed, VIC 3217
OWNER/BUILDER AS SHOWN ON BUILDING PERMIT:	N/A
DATE OF INSPECTION:	22 nd December 2025 11:30am
DATE OF REPORT:	23 rd December 2025
PREVAILING WEATHER CONDITIONS AT TIME OF INSPECTION:	Fine, Sunny
ASSUMED DIRECTIONS:	Front door of house faces North
PRESCRIBED BUILDING PRACTITIONER DETAILS:	Filipe Vitorino Dip Build, Dip BS Building Inspector (IN-U 100024)

SIGNED:

A handwritten signature in blue ink, appearing to read 'FV', is positioned above the printed name.

Filipe Vitorino

ACN 163 005 141

ABN 56 163 005 141

PO Box 5103, East Geelong, Vic. 3219

Phone: 0413 415 969

Email: ggbinspections.01@gmail.com



IMPORTANT NOTICE TO POTENTIAL PURCHASERS

- **This report is not a Pre-Purchase Report. It has been carried out on behalf of the owner to fulfil their legal obligations under Section 137B of the Building Act (ie. Owner Builder Legislation). Its purpose is to disclose any defects or incomplete works in the building work carried out by the owner builder.**
- **Where the building has been renovated or extended the remainder of the existing building is not included in this report. Any work previous to those specified are not included.**
- **Some works carried out in isolation are not covered by Section 137B of the Building Act.**
- **This report is to be read in conjunction with Appendix A, which lists the general conditions of the inspection/report.**
- **This report is valid within 6 months of the date of this report.**

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(a) DESCRIPTION OF BUILDING AND MATERIALS USED IN CONSTRUCTION:

A. We Report as Follows

The relevant parts/areas of the building were inspected at the date & time specified above, and in the prevailing weather conditions noted at the time of inspection. The findings resulting from this inspection are given in the following format:-

- Schedule 1: List of Defects Noted in Building Works
- Schedule 2: Condition/Status of Incomplete Works
- Schedule 3: Documents Referred to at Time of Inspection
- Schedule 4: Additional Information

Appendix A: Owner-Builder Report - General Conditions

B. Description of Building Works Covered by this Report

This Report relates only to works carried out as part of the Building Permit(s) issued to the Owner-Builder, as described in this report, as well as any further work advised as carried out by the Owner-Builder as noted below.

Therefore, this report covers the following work ONLY:

- Construction of a Pergola

C. Works Specifically Excluded From This Report

This report does NOT include any previous or existing building elements or structure (ie. original parts of the building), or any other improvement works than works specifically referred to above.

Therefore, this report excludes the following:

- The existing house, Retaining walls and all paving & fencing.
- Also refer part (d) below for “areas of the building inaccessible at the time of inspection”, which are excluded from this report.

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D. Predominant Construction Details

(Applicable to new work only)

Footings:	• N/A
Stumps:	• N/A
Floor structure:	• N/A
Wall Structure (External):	• N/A
Wall Cladding (External):	• N/A
Wall Lining (Internal):	• N/A
Ceiling Lining:	• N/A
Roof Frame:	• N/A
Roof Cladding:	• N/A
Roof Pitch:	• N/A
Window Frames:	• N/A
No of Storeys:	• N/A
Related structures: Included in scope	• N/A

(b) SITE DETAILS

The site is a residential block with a house located on it.

(c) LICENSED TRADES WORK (METAL ROOFING AND SERVICES CONNECTED TO THE PROPERTY AND ITS CONDITION):

WARNING: All metal roofing and services listed below are different from other trade work in that they are required to be carried out by licensed trades and Certified by the trade upon completion as complying with relevant codes, regulations etc. The writer does not certify satisfactory workmanship of such work but relies on licensed trade Certification. If any Certification is not available it is important that the potential purchaser satisfies him or herself as to reasons for its non-availability or otherwise independently checks the relevant service. Note that the certificate(s) below may not necessarily cover all the works carried out. The writer may identify any obvious or gross deficiencies in trade work.

Electrical Work

	Certificate No	Date
Refer Certificate of Electrical Safety	• N/A	• N/A



Plumbing Work

Plumbing Industry Commission Certificate(s) of Compliance are required for all work in relation to gas supply and below ground sewerage. For all other plumbing work, a Certificate of Compliance is only required where the total value of labour, materials and appliances for a particular range of services provided by the plumber is more than \$500 regardless of who purchases the material or appliances.

		Certificate No	Date
0	Roof plumbing (including above ground stormwater drainage)	• N/A	• N/A
1	Sanitary plumbing	• N/A	• N/A
2	Septic tank installation	• N/A	• N/A
3	Drainage (below ground sewer)	• N/A	• N/A
4	Drainage (below ground stormwater)	• N/A	• N/A
5	Cold water plumbing	• N/A	• N/A
6	Hot water plumbing	• N/A	• N/A
7	Mechanical services (includes duct fixing)	• N/A	• N/A
8	Backflow prevention (medium & high risk only)	• N/A	• N/A
90	Residential/domestic fire sprinkler systems	• N/A	• N/A
91	Grey or reclaimed water	• N/A	• N/A
92	Gas fitting (natural gas type A installation)	• N/A	• N/A
93	Gas fitting (LPG type A installation)	• N/A	• N/A
94	Gas fitting (other types of gases)	• N/A	• N/A

(d) AREAS OF THE BUILDING INACCESSIBLE AT THE TIME OF INSPECTION

The following areas were inaccessible at the time of inspection, and are therefore not covered by this report – to be read in conjunction with Appendix A, which sets out the limitations on access which always apply to this type of inspection and report.

- Footings not accessible.
- Some internal areas were covered by floor coverings, furniture, room decoration and/or stored goods.

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SCHEDULE ONE: LIST OF DEFECTS IN BUILDING WORKS

Items listed herein are considered as defects and will be excluded from cover in any prescribed Warranty Insurance Certificate issued.

Note – No enquiries have been made as to whether any of the following issues may have had concessions approved at the time of construction (eg. Performance Approvals issued by Relevant Building Surveyor, or Modification issued by the Building Appeals Board).

(a) Building Permit

No Building Permit was presented at the time of this inspection therefore no records of Inspections carried out throughout building works, Easements and Setbacks cannot be confirmed.

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SCHEDULE TWO: CONDITION AND STATUS OF INCOMPLETE WORKS

Items listed herein are considered incomplete and will be excluded from cover in any prescribed Warranty Insurance Certificate issued.

Note – No enquiries have been made as to whether any of the following issues may have had concessions approved at the time of construction (eg. Performance Approvals issued by Relevant Building Surveyor, or Modification issued by the Building Appeals Board).

(a) No works were apparent left incomplete.

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SCHEDULE THREE: DOCUMENTS REFERRED TO AT TIME OF INSPECTION

Engineering Drawings

Drawn By Home & Industrial Consulting Engineering, Job No. 18422-22, Revision C1.

Certificate of Final Inspection

N/A

Owner-Builder Certificate of Consent

N/A

Plumbing Certificates

N/A

Certificate of Electrical Safety

N/A

Second Hand Materials List

N/A

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ABN 56 163 005 141

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Email: ggbinspections.01@gmail.com



SCHEDULE FOUR: ADDITIONAL INFORMATION

Information listed herein are not considered defects but were considered to be relevant to potential purchasers and may include matters which were unable to be verified and/or where further advice was provided by the owner.

(a) Waterproofing of Wet Areas

We cannot confirm that the waterproofing of the wet areas fully complies with the requirements of the BCA and/or AS 3740, as this is best confirmed during construction, however it is assumed that the relevant Building Surveyor was satisfied with the work done and obtained waterproofing certificates for the work (if required).

(b) Mechanical Ventilation

We cannot confirm that the rooms which are mechanically ventilated discharge directly to the outside air.

(c) Glazing

This building contains glass which is required to be laminated or toughened (such as window panes near floor levels, glass doors, sidelights, windows over a bath, etc.). It is assumed that the Relevant Building Surveyor was provided with the relevant glazing certificates prior to issuing the Certificate of Final Inspection, and is satisfied that all glass complies with AS1288. Should the potential purchasers have any doubts regarding this, they are recommended to have such glazing checked by a glazier for compliance.

(d) Downlights

The house contains downlights, but we are unable to confirm whether appropriate protection from overheating has been provided to any insulation around them.

(e) Energy Rating

We cannot confirm that the building has been constructed to fully comply with the energy ratings requirements of the BCA.

(f) Termite Protection

There was no indication whether the property is in a council designated termite area, and no further enquiries have been made to determine this. It can be assumed that if the house is in a council designated termite area, then the Relevant Building Surveyor would have made the relevant notes on the approved plans, and requested termite certificates to confirm completion of any required protection.

ACN 163 005 141

ABN 56 163 005 141

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Phone: 0413 415 969

Email: ggbinspections.01@gmail.com
Greater Geelong
 Building Inspections

APPENDIX A: BUILDING INSPECTION REPORT – GENERAL CONDITIONS

1. Scope of Report

The scope of this report is limited to Owner Builder works identified in drawings provided or identified to the inspector by the owner builder. Where the building has been renovated or extended by the owner builder it does not cover the remainder of the building or works not identified to the inspector. It does not consider any existing parts of the building, structure or previous improvement works – it covers only those works listed in Schedule B of this Report. It does not cover any repairs carried out (works to reconstruct or renew for maintenance purposes, using similar materials to those replaced). It may not cover related works of paving, landscaping, retaining walls, driveways, fencing, unless the works are integral to the building work, or require a building permit, or could result in water penetration etc (generally as provided for in the Domestic Building Insurance Ministerial Order, S 36).

2. Standard Property Inspection Report

This report is based on visual inspection of the elements of the building where there was reasonable and safe access (as per AS4349.1-2007) at the time of inspection. All reasonable effort has been made to be as accurate as possible. Generally this assessment is based on the standards that were current at the time the building was constructed, which may differ from current requirements of the Building Act.

3. Report Exclusions:

- a. faults in parts of the building which are inaccessible, covered or unexposed, or not apparent on reasonable visual inspection,
- b. faults apparent only in different weather or environmental conditions to those specified as prevailing at the time of inspection (eg. detection of dampness may be affected by recent weather conditions, therefore the absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions.),
- c. minor faults (eg. very fine hairline cracks),
- d. minor defects of maintenance (eg. hairline cracks in windows, jamming doors/ windows, operation of locks, latches and cupboards),
- e. faults in swimming pools & spas and all associated equipment,
- f. faults outside the scope of this report.

4. Unless Otherwise Specified:

- a. no soil, plants, foliage, stored materials, debris or rubbish has been removed for this inspection,
- b. no investigation of underground drainage or roof drainage has been done,
- c. no fixtures, fittings, floor coverings, cladding or lining materials have been removed,
- d. no items of furniture, room decoration or chattels have been moved,
- e. no enquiries of Councils or other statutory authorities have been made,
- f. no assessment of the siting or setbacks of the building has been made,
- g. no assessment has been made regarding title boundaries and easements,
- h. no assessment has been made with regard to the potential for the land to be subjected to flooding, bushfire, landslip, tidal inundation, termite attack or uncontrolled overland drainage flow,
- i. no assessment has been made with regard to the provision of safety glass,
- j. no assessment has been made regarding protection of the areas around any downlights from insulation to avoid overheating of downlights and/or transformers,
- k. no testing/checking of the appropriateness, capacity, completeness, functioning, correct installation of plumbing/electrical appliances, mechanical services, solid fuel heaters, chimneys, plant and equipment and associated services (electrical wiring/gas or water pipework) has been done.
- l. any inspection of the roof space and sub-floor space is undertaken from the manhole or sub-floor door using a torch. Due to access limitations at any other than Frame Stage, and mandatory Frame Inspection requirements, building frames are not attempted to be inspected. This report does not deal with the structural design or adequacy of any element of construction
- m. any inspection of the roof covering is undertaken visually from standing on a 3.6m ladder from ground level only, and any areas not accessible by this means are not accessed or reported on. No other means of roof access are used (eg. we do not access higher roofs from lower roofs, through windows, along parapets etc.). We do not traverse any roofs.
- n. If electricity and/or gas are not connected to the property at the time of inspection (see report re power) the relevant authorities should be consulted by purchasers prior to purchase and/or occupation. The report does not disclose defects which have not yet arisen or arise in future due to inadequate maintenance of building fabric, foundations or services or have arisen due to lack of maintenance since completion or due to fair wear and tear.

5. Insect Attack, Asbestos, Hazardous Materials and Soil Contamination

No assessment of insect attack (eg. termite, borer, etc.), asbestos, other hazardous materials or soil contamination has been made, other than casual visual inspection. No liability is accepted for the cost of repairs, rectification, construction and/or replacement of property and/or premises as a result of damage to that property or premises due to the above. All purchasers are advised to have such specialist reports done by the relevant suitably qualified specialists.

6. Permit Documentation

The report does not necessarily identify any changes which have been made from permit documentation (if any sighted) particularly where the Relevant Building Surveyor has provided a Certificate of Occupancy or Final Inspection. Any major differences from permit documentation are taken to have been approved by the Relevant Building Surveyor where such Certificates have been issued.

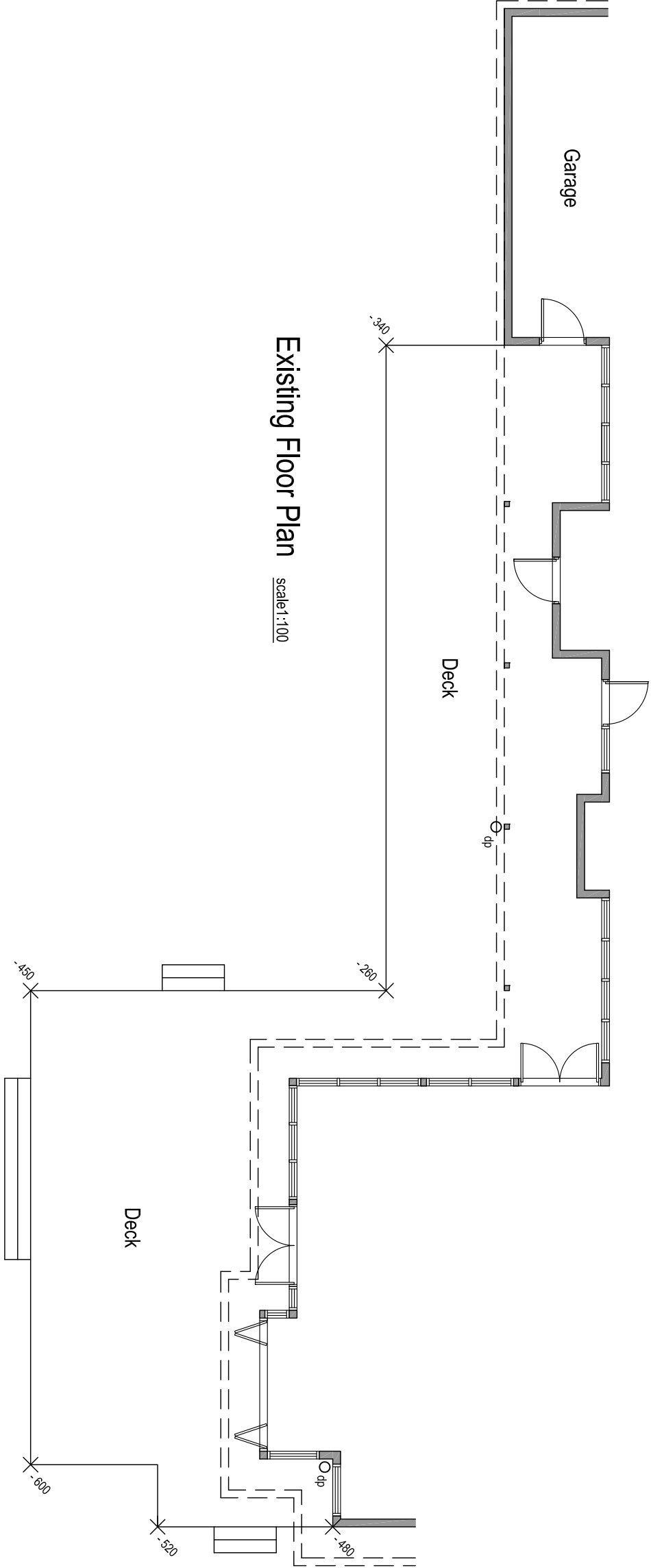
7. Copyright

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8. Acceptance of Conditions

Should any conditions of this report not be acceptable to the client then such written advise must be provided to the author within 3 days of receiving the report, otherwise the client is deemed to accept all conditions.

END OF REPORT



Existing Floor Plan scale:1:100


REGISTERED
 Building Practitioner
 Building Practitioner
 Association Victoria

Rev:	Amendments:	Date:	By:
-	DRAWINGS ISSUED FOR APPROVAL.	14.02.22 F.M.	F.M.

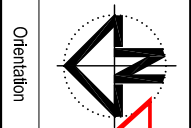
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 COMMENCING ANY WORKS FOR CLARIFICATION.

Project:
PROPOSED PERGOLA
 At:
**115 RUSSELLS ROAD, MOUNT
 DUNEED.**

Client:
CAMERON MACAULY
 Drawing Name:
EXISTING FLOOR PLAN


CBD Creative Building Designers
 9A Fosters Road, Yallop Park, Vic. 3042
 Office: (03) 9336 4334
 Mobile: 0414 855 228
 Email: info@cbdcreatives.com.au
 Web: www.cbdcreatives.com.au

Job No:	120321
Date:	14.02.22
Scale:	1:100
Drawn:	F.M.
Checked:	F.M.



Drawing No:
01
 Stage:
PD
PRELIMINARY DESIGN
 DRAWINGS ISSUED FOR APPROVAL



Rev: Amendments:
- Drawings issued for approval.

Date: 14.02.22
By: F.M.

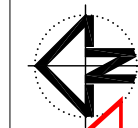
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Project: PROPOSED PERGOLA
At: 115 RUSSELS ROAD, MOUNT DUNEED.

Client: CAMERON MACAULY
Drawing Name: PROPOSED FLOOR PLAN & SECTION A-A

cbd
CBD Creative Building Designers
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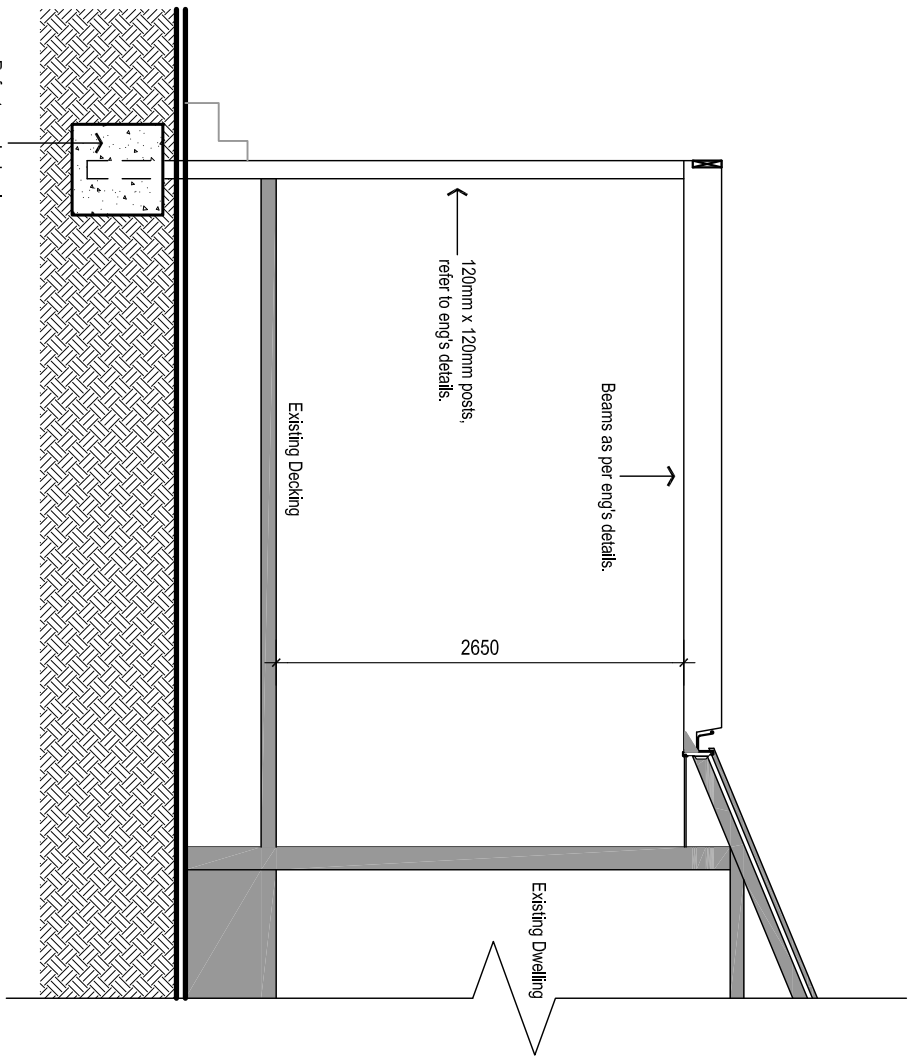
Job No: 120321
Date: 14.02.22
Scale: 1:100
Drawn: F.M.
Checked: F.M.



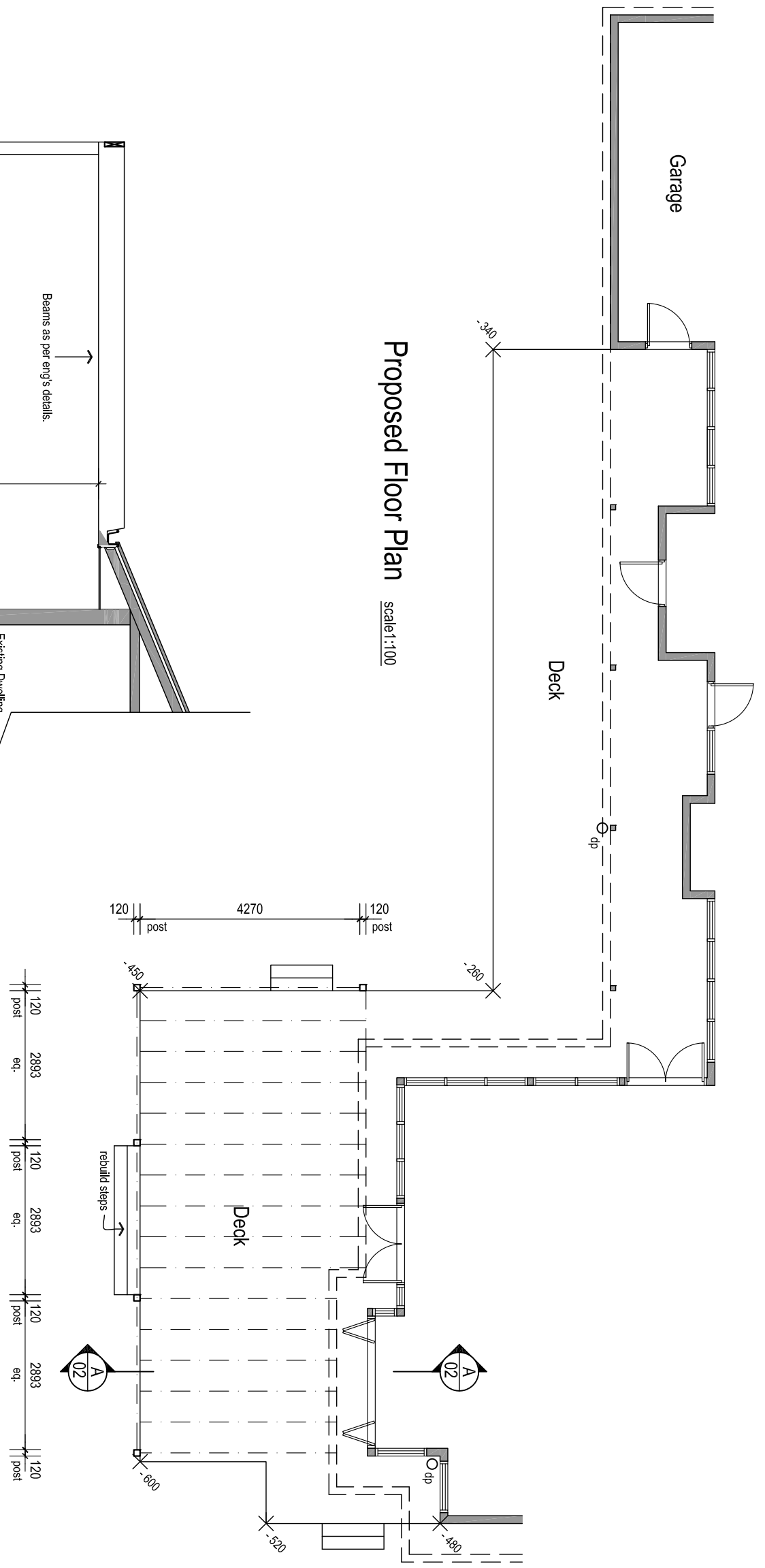
Drawing No: 02
Stage: PD
PRELIMINARY DESIGN
DRAWINGS ISSUED FOR APPROVAL

Section A-A
scale: 1:50

Refer to eng's drawings for footing details



Proposed Floor Plan scale: 1:100



18422-22

115 RUSSELS ROAD, MOUNT DUNEED STRUCTURAL DRAWINGS

SHEET LIST TABLE		
SHEET NUMBER	SHEET TITLE	REMARKS
S01	GENERAL NOTES	
S02	PERGOLA FOOTING PLAN	
S03	ROOF FRAMING PLAN	
S04	FRAMING DETAILS	



Client: CAMERON MACAULA

Revision: C1

Date: 27/09/22

STRUCTURAL

CIVIL

GEOTECHNICAL

SURVEYING

FORENSIC

ENERGY RATING

GENERAL

G1 THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DOCUMENTS, DRAWINGS & SPECIFICATIONS AND WITH SUCH OTHER WRITTEN INSTRUCTIONS AS MAY BE ISSUED DURING THE CONTRACT AND PROJECT

G2 ALL DIMENSIONS AND CONDITIONS WHERE SHOWN ARE TO BE VERIFIED ON SITE. ENGINEERING

DOCUMENTS ARE DIAGRAMMATIC AND MUST NOT BE SCALED. DISCREPANCIES IN ANY OF THE CONTRACT DOCUMENTS SHALL BE REFERRED TO THE DESIGN ENGINEER PRIOR TO PROCEEDING WITH THE WORK.

G3 MATERIALS & WORKMANSHIP ARE TO BE IN ACCORDANCE WITH THE RELEVANT CURRENT AUSTRALIAN STANDARDS & THE BUILDING CODE OF AUSTRALIA & ALL RELEVANT AUTHORITIES HAVING ANY JURISDICTION OVER ANY PART OF THE WORKS.

G4 THESE NOTES ARE A SUPPLEMENT TO AND DO NOT REPLACE THE SPECIFICATIONS TO WHICH THE CONTRACTOR MUST CONFORM. SUBSTITUTION SHALL NOT BE PERMITTED WITHOUT THE APPROVAL OF THE ENGINEER.

G5 IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE STRUCTURE & WORKS ARE MAINTAINED IN A STABLE CONDITION. NO PART SHALL BE OVER STRESSED DURING CONSTRUCTION.

G6 DESIGN LIVE LOADS:

ROOF:	0.25 kPa
FLOOR:	
- DWELLING	1.5 kPa
- GARAGE	2.5 kPa
BALCONY:	2.0 kPa

G7 INSPECTIONS: NO RESPONSIBILITY SHALL BE TAKEN UNLESS THE WORK IS INSPECTED AND APPROVED DURING CONSTRUCTION; ALL INSPECTION REQUIRED SHALL BE CONFIRMED 24 HOURS IN ADVANCE OF TIME REQUIRED

G8 HOME & INDUSTRIAL DOCUMENTS ARE NOT TO BE REPRODUCED IN FULL OR PART WITHOUT THE APPROVAL OF THIS OFFICE

G9 THE ARCHITECT IS TO REVIEW HOME & INDUSTRIAL CONSULTING ENGINEERS DOCUMENTS TO ENSURE CONSISTENCY WITH EXISTING CONDITIONS AND ANY RELEVANT CONSULTANT DOCUMENTS PRIOR TO ISSUE.

G10 NOT ALL SERVICES & DETAILS ARE IDENTIFIED ON THE DRAWINGS AND THE LOCATIONS ARE INDICATIVE ONLY. THE CONTRACTOR SHALL VERIFY THAT ALL REQUIREMENTS & EXISTING CONDITIONS AFFECTING THE WORKS ARE INCORPORATED INTO TENDER PRIOR TO COMMENCING THE WORK.

G11 WHERE WALLS ARE NOMINATED TO BE DEMOLISHED, CONTRACTOR TO VERIFY WITH DESIGN ENGINEER IF EXISTING CONDITION IS LOAD BEARING PRIOR TO COMMENCEMENT OF WORK.

CONCRETE

C1 CONCRETE CHARACTERISTIC COMPRESSION STRENGTH (f'c) TO BE 20 MPa MINIMUM AT 28 DAYS OR AS NOTED ON DRAWINGS. MAXIMUM SLUMP 100mm & 20MM NOMINAL AGGREGATE.

C2 CONCRETE FINISHES SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OR ARCHITECTURAL DETAILS.

C3 CLEAR CONCRETE COVER TO NON PRE STRESSED REINFORCEMENT INCLUDING FITMENTS FOR CLASSIFICATIONS A & B1 SHALL BE AS FOLLOWS UNLESS OTHERWISE NOTED:

- FOR AREAS GREATER THAN 1km FROM COAST

ELEMENT	FORMED AND COVERED	FORMED AND EXPOSED
SLABS AND WALLS	20mm	30mm
BEAMS	25mm	40mm
COLUMNS	40mm	50mm
FOOTINGS	-	65mm

FOR AREAS OUTSIDE THE ABOVE REFER TO AS3600 FOR COVER REQUIREMENTS AND PRIOR TO STEEL SCHEDULING OR ORDERING CONTACT THIS OFFICE FOR CONFIRMATION OF COVERS

C4 CONCRETE COVERS SHALL BE MAINTAINED BY THE USE OF APPROVED CHAIRS AND SUPPORTS AT A MINIMUM OF 1200MM CRS. CONDUITS, PIPES ETC. ARE NOT TO BE PLACED IN THE CONCRETE COVER. CONTRACTOR TO ENSURE CORRECT COVER CAN BE OBTAINED DURING REVIEW OF DOCUMENTS PRIOR TO TENDER SUBMISSION

C5 REINFORCEMENT MUST BE SECURELY FIXED IN POSITION TO PREVENT DISPLACEMENT WITH APPROVED SUPPORT METHODS AND SPACING

C6 CONCRETE SIZES SHOWN DO NOT INCLUDE FINISHES AND MUST NOT BE REDUCED. NO PENETRATIONS, CHASES, OR EMBEDMENTS OTHER THAN SHOWN ON THE STRUCTURAL DRAWINGS SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE DESIGN ENGINEER.

C7 CONCRETE MEMBERS HAVE TO REACH A MINIMUM STRENGTH PRIOR TO CONSTRUCTION LOADING, CONTRACTOR TO CONFIRM WITH DESIGN ENGINEER REQUIRED STRENGTH

C8 DIAGONAL BARS 3-N12 BARS OR 3-L11TM X 2000 MM LONG SHALL BE PLACED ACROSS EACH INTERNAL CORNER (& OPENING) OF SLABS AND WALLS IN TOP SURFACE.

C9 REINFORCEMENT IS REPRESENTED DIAGRAMMATIC ALLY AND IS NOT NECESSARILY A TRUE PROJECTION. SPLICES ARE TO BE MADE ONLY IN LOCATIONS AS NOMINATED ON DRAWINGS UNLESS GIVEN WRITTEN APPROVAL FROM THE DESIGN ENGINEER. WELDING OF REINFORCEMENT IS NOT PERMITTED UNLESS NOMINATED ON DRAWINGS.

C10 CONSTRUCTION JOINTS WHERE NOT SHOWN ON DRAWINGS SHALL BE LOCATED TO THE APPROVAL OF THE DESIGN ENGINEER

C11 ALL CONCRETE SHALL BE CURED FOR A MINIMUM OF 7 DAYS AFTER CONCRETE POUR, UNLESS OTHERWISE NOTED IN DOCUMENTS.

C12 SAW CUT JOINTS WHERE SHOWN ON THE DRAWINGS SHALL BE MADE WITHIN 24 HOURS OF COMPLETION OF CONCRETE POUR.

C13 FORM WORK SHALL BE LEFT IN PLACE FOR THE MINIMUM TIME AS NOTED BELOW UNLESS OTHERWISE APPROVED IN WRITING FROM THE DESIGN ENGINEER.

- BEAM SIDES, VERTICAL WALLS AND COLUMNS 4 DAYS
- SLABS UP TO 4.5M SPANS (RE-PROPPING REQUIRED), 8 DAYS
- REMOVAL OF PROPS UNDER SLAB 28 DAYS
- BEAM SOFFITS UP TO 7.6M (PROPPING REQUIRED) 14DAYS
- REMOVAL OF PROPS UNDER BEAMS 24 DAYS

C14 ALL MATERIALS AND CONSTRUCTION IS TO BE IN ACCORDANCE WITH AS3600 AND AS1509

FOOTING, SLAB & GROUND NOTES

F1 ALL FOOTINGS ARE TO BE BASED ON NATURAL MATERIALS WITH A MINIMUM SAFE BEARING CAPACITY 150kPa FOR STRIP & PAD FOOTINGS, 100kPa FOR SLAB BEAMS (U.N.O). THE DESIGN ENGINEER IS TO BE CONTACTED PRIOR TO POURING OF ANY CONCRETE TO VERIFY CONDITIONS. ALL GROUND WORKS, FOUNDATIONS AND BATTERS ARE TO BE CARRIED OUT IN ACCORDANCE WITH THE RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORTS

F2 ALL FOUNDATIONS SLABS ETC. ARE TO BE INSPECTED BY THE RELEVANT AUTHORITY PRIOR TO CONCRETE POURING

F3 ALL GROUND WORKS, FOUNDATIONS AND BATTERS ARE TO BE CARRIED OUT IN ACCORDANCE WITH THE RECOMMENDATIONS OUTLINED IN THE AUSTRALIAN STANDARD AS2870. CONTRACTOR TO CARRY OUT THE RELEVANT INVESTIGATIONS PRIOR OR COMMENCEMENT OF WORKS TO ENSURE NOMINATED SLABS IS APPLICABLE U.N.O

F4 CONTRACTOR TO ENSURE THAT AREAS ADJACENT TO STRUCTURE ARE WELL GRADED & DRAINED TO PREVENT COLLECTION OF SURFACE WATER.

F5 DESIGN ENGINEER TO ADVISE ON THE SLAB THICKNESS WHERE HOT COILS ARE TO BE EMBEDDED INTO SLAB. WHERE NOT SPECIFIED ON ENGINEERS DOCUMENTS

F6 ALL JUNCTIONS, PIPES & CONNECTIONS ETC. OF DRAINAGE, SEWERAGE & SERVICE MATERIALS FOR THE PROJECT ARE TO INCORPORATE RELATIVE MOVEMENT OF THE STRUCTURE, SURFACE AND SUB-SURFACE CONDITIONS.

F7 WHERE FILL UNDER SLABS EXCEEDS 100MM IN DEPTH THE FILLING SHALL CONSIST OF :

(a) GRANULAR MATERIAL TO A DEPTH NOT GREATER THAN 600MM AND COMPACTED IN NOT GREATER THAN 150MM LAYERS.

(b) CLAY MATERIAL TO A DEPTH NOT GREATER THAN 300MM AND COMPACTED IN NOT GREATER THAN 150MM LAYERS. PROPOSED FILL MATERIAL DETAILS ARE TO BE SUBMITTED TO THE DESIGN ENGINEER FOR APPROVAL

F8 ALL DRAINAGE, SEWER & SERVICES AFFECTED BY FOUNDATION MOVEMENTS ARE TO BE FITTED WITH THE APPROPRIATE FLEXIBLE CONNECTIONS

F9 REINFORCEMENT LAPS TO BE AS FOLLOWS UNLESS OTHERWISE NOTED:

- (a) N12 BARS, 500MM MINIMUM
- (b) N16 BARS, 700MM MINIMUM
- (c) TRENCH MESH SPLICE NO LESS THAN 700MM
- (d) TEE INTERSECTION & CORNERS TO BE FULL WIDTH
- (e) SLAB REINFORCEMENT AS NOTED

F10 ALL EXCAVATIONS SHALL BE TAKEN OUT ACCURATELY TO THE LINES, LEVELS AND GRADES REQUIRED BY THE DOCUMENTS IN WHATEVER MATERIAL MAY BE ENCOUNTERED. (UNSUITABLE MATERIAL TO BE REMOVED & APPROVED BACKFILL REPLACED)

STRUCTURAL STEELWORKS

S1 ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH: AS1538, AS3828, & AS4100

S2 UNLESS NOTED OTHERWISE:

- ALL FILLET WELDS SHALL BE 6mm CONTINUOUS FILLET WELDS (U.N.O.)

- ALL WELDING TO BE CARRIED OUT WITH E41XX ELECTRODES

- ALL CLEATS AND GUSSET PLATES SHALL BE 8MM THICK GRADE 300 U.N.O

S3 THE GRADE OF STRUCTURAL STEEL SHALL BE GRADE 300 U.N.O FOR UNIVERSAL COLUMNS AND BEAMS

S4 ALL SURFACE PREPARATION SHALL BE IN ACCORDANCE WITH SPECIFICATIONS AND ARCHITECTURAL DOCUMENTATION

S5 ALL STEEL WORK OTHER THAN ENCASED BY CONCRETE AND MATING SURFACES OR FRICTION TYPE CONNECTIONS SHALL BE GIVEN ONE COAT OF STEEL PRIMING PAINT

S6 ALL BEAMS AND LINTELS ARE TO HAVE A MINIMUM OF 110mm POSITIVE BEARING ON MASONRY OR SUPPORTED ON 90x90x5.0 S.H.S UNLESS OTHERWISE NOTED

S7 ALL EXPOSED STEEL WORK PROTECTION FROM CORROSION IS TO COMPLY WITH BCA VOLUME 2 - PART 3.4.2.2 AND WHERE APPLICABLE AS1397

BRICKWORK & BLOCK WORK

B1 LOAD BEARING BRICKWORK SHALL HAVE A MINIMUM CHARACTERISTIC COMPRESSIVE STRENGTH OF 30MPa OR AS NOTED ON DRAWINGS. BLOCK WORK SHALL BE GRADE 15 MPa

B2 UNLESS NOTED OTHERWISE MORTAR SHALL BE MIXED IN THE FOLLOWING PROPORTIONS:

- BELOW DAMP COURSE "1 CEMENT, 1/4 LIME, 3 SAND "

- ABOVE DAMP COURSE "1 CEMENT, 1 LIME, 6 SAND "

B3 NON LOAD BEARING WALLS ARE TO BE KEPT 20MM MINIMUM CLEAR OF UNDERSIDE OF SLABS AND/OR BEAMS/FLOOR JOISTS

B4 CONTROL JOINTS UNLESS OTHERWISE DETAILED ON THE ARCHITECTURAL OR ENGINEERS DRAWINGS ARE TO BE PROVIDED AT 6M MAX. CENTERS (AS A GUIDE ONLY) MASONRY WALLS TO BE ARTICULATED BY FULL HEIGHT JOINTS TO ARCHITECTURAL DOCUMENTS.

B5 MASONRY ANCHORS AND ACCESSORIES ARE TO BE INSTALLED AS PER THE MANUFACTURERS RECOMMENDATIONS AND RELEVANT AUSTRALIAN STANDARDS AND INTO SOLID COURSE MASONRY

B6 CAVITY WALLS WITH A MAXIMUM OF 80mm CAVITY PROVIDE MASONRY FLEXIBLE ANCHORS "POSI-TIE" AT 340mm VERTICAL & 900mm HORIZONTAL CENTERS AS A MINIMUM.

B7 AT VERTICAL CONTROL JOINTS PROVIDE MASONRY FLEXIBLE ANCHORS MFA3-3A AT 340mm MAXIMUM CENTERS, REFER TO ARCHITECTURAL FOR FILLER MATERIALS

B8 A FULL HEIGHT OPENING OR ARTICULATION JOINT SHOULD BE ESTABLISHED WHERE THE EXTENSION JOINS THE EXISTING BUILDING. DOWEL BARS AS DETAILED SHOULD BE DRILLED END EPOXY GROUTED TO THE EXISTING FOOTING

TIMBER

T1 ALL TIMBER CONSTRUCTION AND ANY OTHER MEMBERS NOT SHOWN SHALL COMPLY WITH THE TIMBER FRAMING CODE AS1684 AND AS 1720, F17 TO BE UTILIZED UNLESS OTHERWISE NOTED. TIMBER TO CONFORM WITH CLASS B STRAIGHTNESS AS A MINIMUM

T2 ALL BEAMS AND LINTELS ARE TO HAVE A MINIMUM OF 110MM POSITIVE BEARING ON BRICKWORK/ BLOCKWORK

T3 PROVIDE 100MM X 100MM CONCRETE STUMP AND 450MM SQUARE X 450 DEEP MASS CONCRETE PAD FOOTINGS UNDER ALL TIMBER POSTS AS A MINIMUM REQUIREMENT (REFER TO GROUND NOTES FOR ADDITIONAL ITEMS U.N.O)

T4 PROVIDE A MINIMUM OF 2 NO FLOOR JOISTS UNDER ALL PARALLEL WALLS ABOVE UNLESS OTHERWISE NOTED ON DRAWINGS

T5 ALL LAMINATED TIMBER BEAMS TO BE SUPPLIED WITH MANUFACTURERS PRE CAMBER OR UNLESS OTHERWISE NOTED

T6 ALL EXPOSED TIMBER SHALL BE WATERPROOFED & TREATED AS PER MANUFACTURER'S SPECIFICATIONS.

T7 ALL TIMBER TO BE USED IN THIS PROJECT SHALL BE DRY AT THE TIME OF CONSTRUCTION.

T8 ALL TIE DOWNS, CONNECTIONS, BRACING SHALL COMPLY WITH AS1684 - 2010

T9 ALL TIMBER BEAMS WITH MULTIPLE MEMBERS ARE TO BE LAMINATED IN ACCORDANCE WITH AS1684

FOOTING: ANGLE OF REPOSE

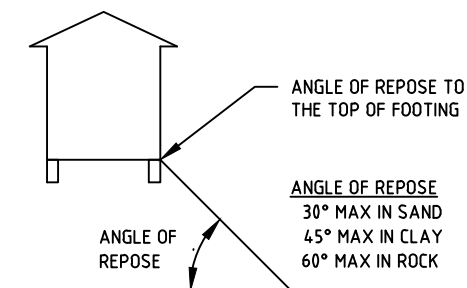
F1 PROPOSED FOOTING/SLAB BEAMS AND PROPOSED EXCAVATIONS MUST NOT UNDERMINE EXISTING FOOTINGS.

F2 ENSURE ADEQUATE ANGLE OF REPOSE IS ACHIEVED AT ALL TIMES (REFER TO DETAILS BELOW)

F3 NOTIFY THIS OFFICE IF FOOTING UNDERMINING OCCURS

F4 EXISTING AMENITY SERVICE PIPES ARE TO BE CONFIRMED PRIOR TO ANY CONSTRUCTION WORKS COMMENCING

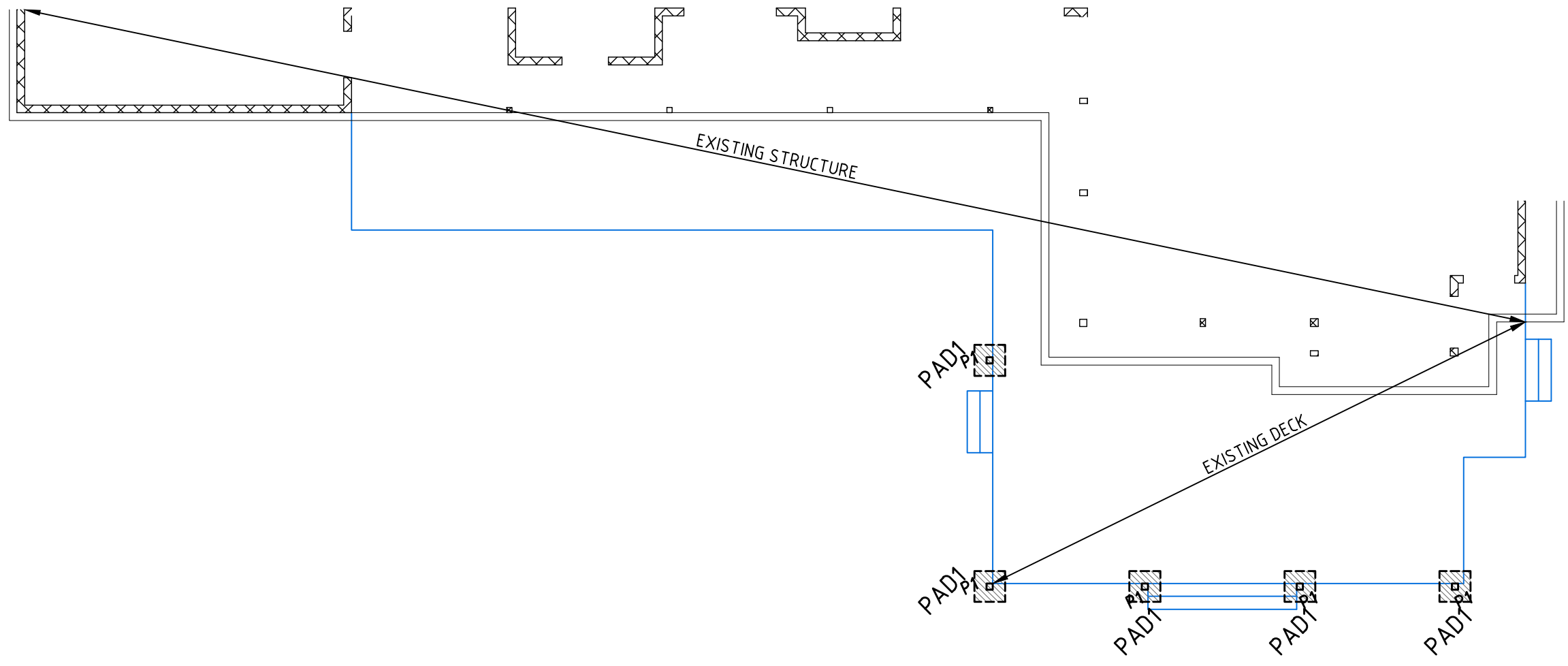
F5 NO PROPOSED SERVICE LINES/CONDUITS ARE TO UNDERMINE ANY FOOTINGS




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-	-	-
-	-	-
C1	CONSTRUCTION ISSUE	27/09/22
REVISION	COMMENT	DATE

HOME & INDUSTRIAL
CONSULTING ENGINEERS
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Project: 115 RUSSELS ROAD MOUNT DUNED	Design: W.B. Eng: D.N.	Revision:
Client: CAMERON MACAULA	Drawn: D.N.	C1
Title: GENERAL NOTES	Scale: 1:100 @ A3	
	Job no: 18422-22	Sheet: S01 / 05



PERGOLA FOOTING PLAN

PAD1  DENOTES A 600x600x600 CONCRETE PAD AND TO BE FOUNDED 100mm MIN. INTO NATURAL SOIL TO BE POSITIONED UNDER POINT LOADS AS NOMINATED.

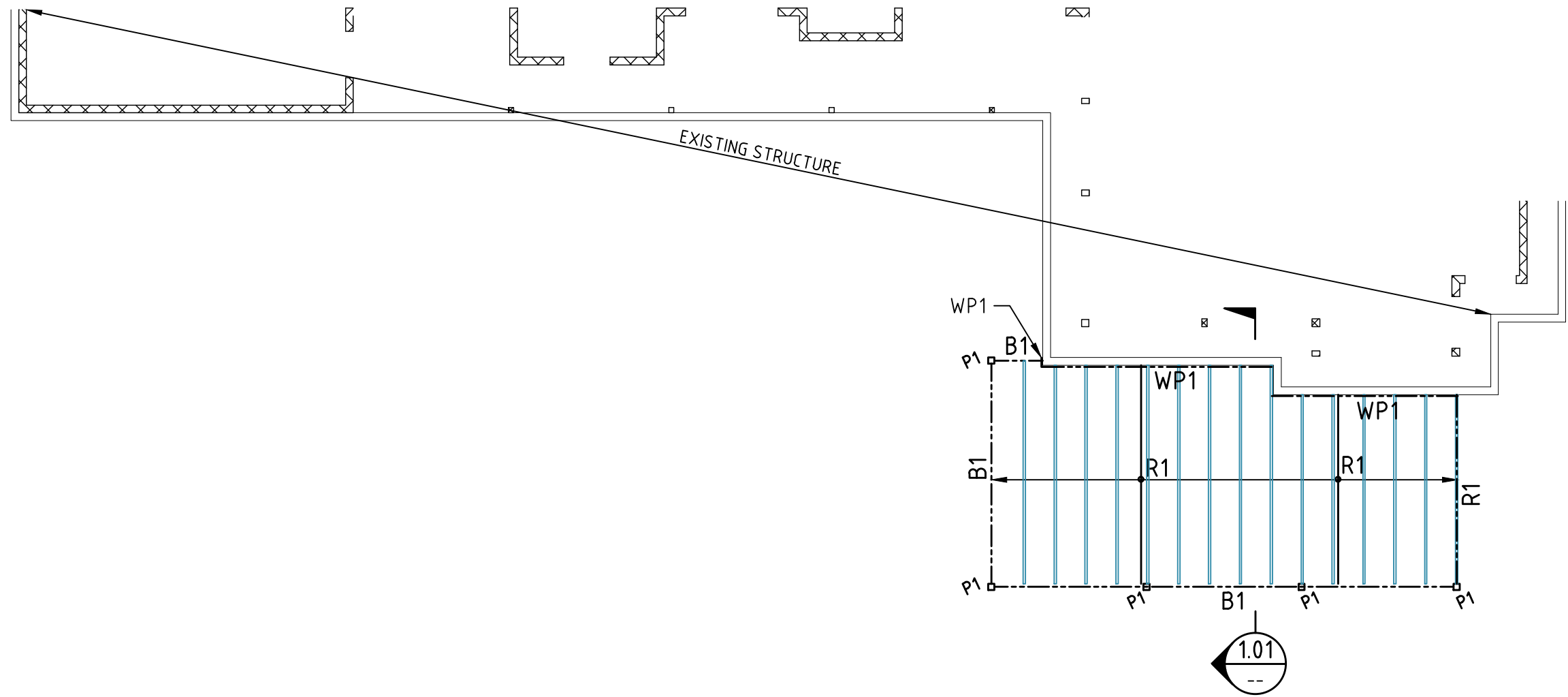
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C1	CONSTRUCTION ISSUE	27/09/22
REVISION	COMMENT	DATE



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Project: 115 RUSSELS ROAD MOUNT DUNEED	Design: W.B. Eng: D.N.
Client: CAMERON MACAULA	Drawn: D.N.
Title: PERGOLA FOOTING PLAN	Scale: 1:100 @ A3
	Job no: 18422-22

Revision: C1
Sheet: S02 / 05



ROOF FRAMING PLAN

IMPORTANT -

ALL TIMBER USED IN THIS PROJECT IS TO BE DRY AT TIME OF CONSTRUCTION

ALL LINTELS AND BEAMS LANDING ON BRICKWORK TO HAVE A MINIMUM 110mm END BEARING U.N.O.

ALL EXPOSED TIMBER SHALL BE WATERPROOFED AND TREATED AS PER MANUFACTURERS SPECIFICATIONS

LEGEND

— DENOTES WALL UNDER

MEMBER SCHEDULE

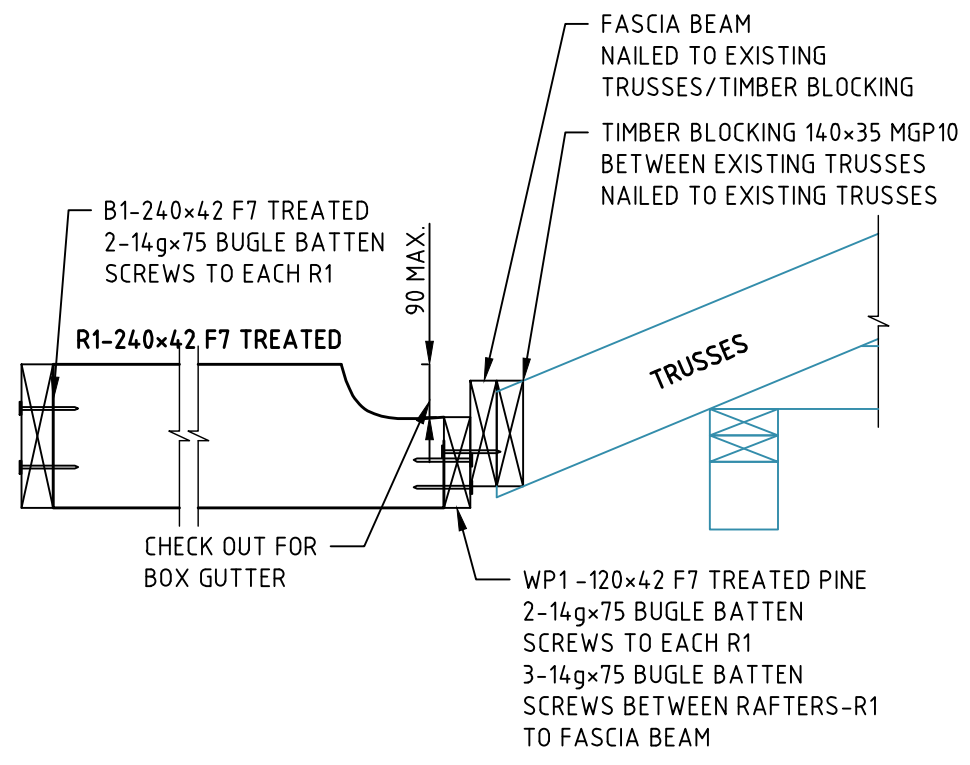
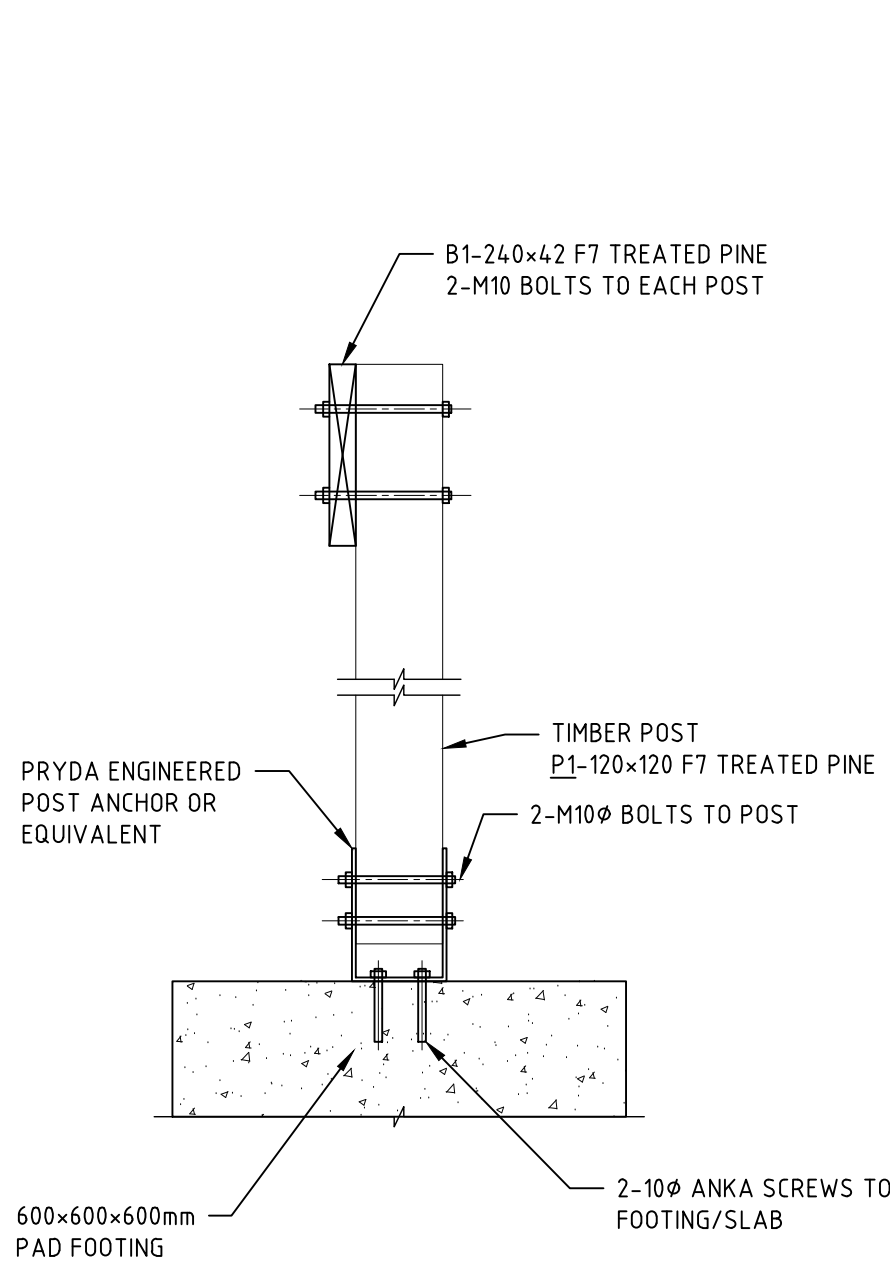
NAME	SECTION	REMARK
B1	240x42 F7 TREATED PINE	H3 TREATED
R1	240x42 F7 TREATED PINE @600 CRS	
WP1	120x42 F7 TREATED PINE	
P1	120x120 F7 TREATED PINE	TIMBER POST

REVISION	COMMENT	DATE
-	-	-
-	-	-
-	-	-
C1	CONSTRUCTION ISSUE	27/09/22

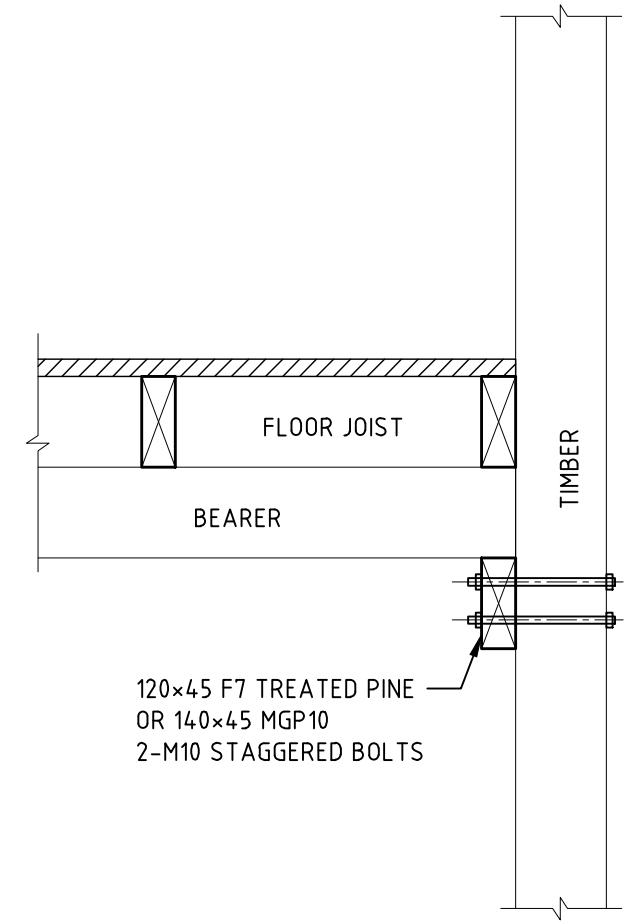

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Project:
 115 RUSSELS ROAD
 MOUNT DUNEED
 Client:
 CAMERON MACAULA
 Title:
 ROOF FRAMING PLAN

Design: W.B.	Eng: D.N.	Revision: C1
Drawn: D.N.		
Scale: 1:100 @ A3		
Job no: 18422-22	Sheet: S03 / 05	



R1 TO B1/ROOF TRUSSES CONNECTION DETAIL
 (TIMBER BLOCKINGS BETWEEN RAFTER-R1
 ARE OMITTED FOR CLARITY)



TYPICAL BEARER/JOIST TO TIMBER (IF REQUIRED)

SECTION 1.01

-	-	-
-	-	-
-	-	-
C1	CONSTRUCTION ISSUE	27/09/22
REVISION	COMMENT	DATE

Project: 115 RUSSELS ROAD MOUNT DUNEED	Design: W.B. Eng: D.N.
Client: CAMERON MACAULA	Drawn: D.N.
Title: FRAMING DETAILS	Scale: 1:10 @ A3
Job no: 18422-22	Revision: C1
	Sheet: S04 / 05



A.C.N 050 023 955
A.B.N 54 050 023 955

407 Flemington Road North Melbourne, VIC 3051

Phone: +61 3 9375 7515
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STRUCTURAL COMPUTATIONS

ADDRESS: 115 RUSSELS ROAD
MOUNT DUNEED

CLIENT: Cameron Macaulay

JOB No: 18422-22

DATE: 27-09-22

Mark : B1



Try 240 x 42 F7 Treated Pine for length = 3000 3000 3000
 Top Restraint at 4500 mm c/c, Bottom Restraint at 9000 mm c/c

Section Properties
 CSA = 10080.0 mm² F_b = 18.0 MPa
 Z_{xx} = 403.20x10³ mm³ E = 7900.0 MPa
 I_{xx} = 48.38x10⁸ mm⁴ J2 = 2
 R = 0 m (Pre camber radius)

GRAVITY/VERTICAL LOADS

UDL List (kPa)
 USER : User Defined UDL = DL 0.20 RLL 0.25

Applied Loads

LC	TYPE	MAGNITUDE	LOCATION
A	U	SW	
A	U	2.1*[USER]	

COMBINATION FACTORS

	DL	DL+RLL
DL x	1.35	1.20
LL x	-	1.50 (1.00)

Note : LC that can be applied to other members are in bold
 Values in () are the serviceability combination factors

X-Axis Actions/Results

Critical Combination for Strength is DL+RLL

LIMIT STATE DESIGN

	DL	DL+RLL
K1	0.57	0.94

Max Internal Actions

Axial (kN) (-ve = comp)	0.00	0.00
Shear (kN)	-1.16	-2.45
-Moment (kN.m)	-0.58	-1.22
+Moment (kN.m)	0.46	0.97
f/F max	0.56 [m]	0.65 [m]
Deflection (mm)	1.4 [3]	2.1 [3]
Deflection Ratio L/d	2193.6 [3]	1414.5 [3]

Reactions

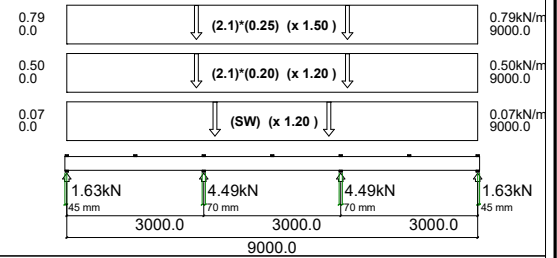
R1 (kN) (LH Reaction)	0.77	1.63
R2 (kN)	2.12	4.49
R3 (kN)	2.12	4.49
R4 (kN) (RH Reaction)	0.77	1.63

ADOPT : 240 x 42 F7 Treated Pine for B1

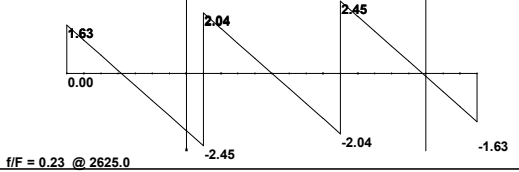
NOTES

Continuous over 3 spans.

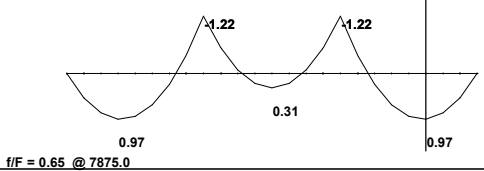
DL+RLL about the X-X Axis



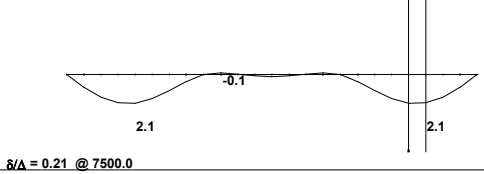
Shear



Moment



Deflection



Mark : R1



Try 240 x 42 F7 Treated Pine for length = 4400
 Top Restraint at 2200 mm c/c, Bottom Restraint at 4400 mm c/c

Section Properties
 CSA = 10080.0 mm² F_b = 18.0 MPa
 Z_{xx} = 403.20x10³ mm³ E = 7900.0 MPa
 I_{xx} = 48.38x10⁸ mm⁴ J2 = 2
 R = 0 m (Pre camber radius)

GRAVITY/VERTICAL LOADS

UDL List (kPa)
 USER : User Defined UDL = DL 0.20 RLL 0.25

Applied Loads

LC	TYPE	MAGNITUDE	LOCATION
A	U	SW	
A	U	0.6*[USER]	

COMBINATION FACTORS

	DL	DL+RLL
DL x	1.35	1.20
LL x	-	1.50 (1.00)

Note : LC that can be applied to other members are in bold
 Values in () are the serviceability combination factors

X-Axis Actions/Results

Critical Combination for Strength is DL+RLL

LIMIT STATE DESIGN

	DL	DL+RLL
K1	0.57	0.94

Max Internal Actions

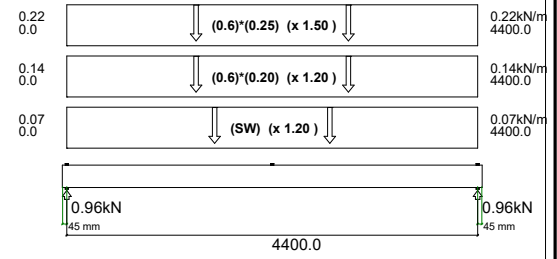
Axial (kN) (-ve = comp)	0.00	0.00
Shear (kN)	0.52	0.96
-Moment (kN.m)	0.00	0.00
+Moment (kN.m)	0.58	1.06
f/F max	0.24 [c]	0.26 [m]
Deflection (mm)	4.5	6.4
Deflection Ratio L/d	975.8	684.9

Reactions

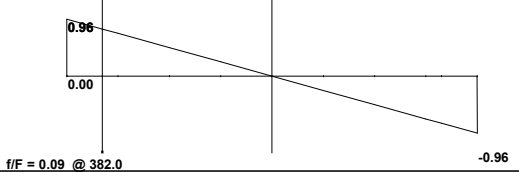
R1 (kN) (LH Reaction)	0.52	0.96
R2 (kN) (RH Reaction)	0.52	0.96

ADOPT : 240 x 42 F7 Treated Pine for R1

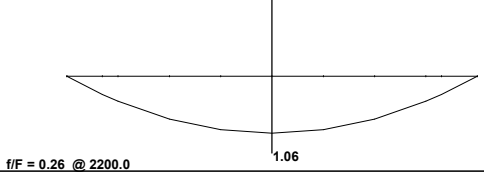
DL+RLL about the X-X Axis



Shear



Moment



Deflection

