Contract of Sale of Land

Property address:	165 Barholme Lane PENNYROYAL VIC 3235

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

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, 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 or within 3 clear business days before or after a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

Notice to purchasers of property "off-the-plan"

Section 9AA(1A), *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.

The deposit moneys paid by the purchaser before the registration of the plan under an off-the-plan contract must be paid to the legal practitioner, conveyancer or licensed estate agent acting for the vendor.

Section 10F, *Sale of Land Act 1962*

If the period prescribed for the registration of the subdivision expires and the vendor intends to end this contract:

(a) The vendor is required to give notice of a proposed rescission of the contract under the sunset clause;

(b) The purchaser has the right to consent to the proposed rescission but is not obliged to consent;

(c) The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract;

(d) The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

Signing of this contract

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

Purchasers should ensure that prior to signing this contract, they have received:

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act. 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: and
- a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an 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 dd/mm/yyyy	
Print name(s) of person(s) signing	
State nature of authority if applicable e.g. 'director', 'attorney under power of attorney'	

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

Signed by the vendor	
on dd/mm/yyyy	
Print name(s) of person(s) signing	Thomas James Isaac and Taylah Louise Frew
State nature of authority if applicable e.g. 'director', 'attorney under power of attorney'	

The **day of sale** is the date by which both parties have signed this contract.

Particulars of sale

Vendor's estate agent

Name:	HF Richardson & Co Real Estate
Address:	5 Retreat Road NEWTOWN VIC 3220
Telephone:	5229 8017
Ref:	Ken McDonald
Email:	ken@hfrichardson.com.au

Vendor

Name(s):	Thomas James Isaac and Taylah Louise Frew
Address:	35 Jarosite Road BELLBRAE VIC 3228

Vendor's legal practitioner or conveyancer

Name:	**Bay City Conveyancing**
Address:	13 Star Street Geelong
Telephone:	03 5221 9805
Email:	toni@bayconvey.com.au

Purchaser

Name(s):	
Address:	
Telephone:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone	
Email:	

Land (general conditions 7 and 13)

The land is described in the following table. The land includes all improvements and fixtures.

Certificate of Title reference				being lot	on plan
Volume	10472	Folio	171	1	PS425958

Property address The address of the land	165 Barholme Lane PENNYROYAL VIC 3235
Goods sold with the land General condition 6.3(f). List or attach schedule.	Farming Land

Payment

Price	
Deposit	
	☐ **Deposit bond** - General condition 15 applies only if the box is checked ☐ **Bank guarantee -** General condition 16 applies only if the box is checked
by dd/mm/yyyy	
(of which [amount] has been paid)	
Balance payable at settlement	

GST (general condition 19)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:	Not applicable
If this is a sale of a 'farming business' or 'going concern" then add the words '**farming business**' or '**going concern**' in this box:	Not applicable
If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box	Not applicable

Settlement (general condition 17 and 26.2)

Is due on: dd/mm/yyyy	

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:	Not applicable* Subject to lease* * Strike out as applicable. If neither struck out, the sale is made **subject to lease**

in which case refer to general condition 5.1. If '**subject to lease**' then particulars of the lease are:
As attached expired agricultural lease. Rent now paid quarterly.

Terms contract (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words '**terms contract**' in this box	and refer to general condition 30 and add any further provisions by way of special conditions.

Loan (general condition 20)

The following details apply if this contract is subject to a loan being approved:

Lender	
Loan amount - **No more than**	
Approval date	

Special conditions

This contract does not include any special conditions unless the words '**special conditions**' appear in this box:	SPECIAL CONDITIONS

☐ **Building report** - General condition 21 applies only if the box is checked
☐ **Pest report** - General condition 22 applies only if the box is checked

Contract of Sale of Land—Special Conditions

Special Condition 1 - Auction

This condition applies where the property is sold by way of auction. The property is offered for sale by auction, subject to the vendor's reserve price. The Rules of the conduct of the auction will be as set out in the **Sale of Land (Public Auctions) Regulations 2024**, or any rules prescribed by regulation which modify or replace those Rules.

Special Condition 2 - Certain General Conditions Excluded or Varied

(a) Sub-clause 34.3 is added:

"34.3 If a default notice is served by the vendor, the default shall be deemed remedied only when the provisions of sub-clause 34.2(b)(i) and 34.2(b)(ii) have each been satisfied."

(b) General Conditions 14.6 (a) shall apply only if the vendor has an Estate Agent specified in the particulars of sale.

(c) The numeral 14 where it appears in General Condition sub clause 21.2 and General Condition sub clause 22.2 is replaced with the numeral 7.

(d) General Condition 6.1 is read subject to the amendments set out in this special condition and any amendments made to the General Conditions within the General Conditions (if any).

(e) General condition 15 applies if the box in the particulars of sale is checked or if the particulars of sale specify the deposit or part of the deposit is to be paid by deposit bond.

(f) The purchaser must provide the adjustments required under general condition 23.

Special Condition 3 – Agreement by the Purchaser

The property is sold with all improvements thereon and forming part thereof and existing at the day of sale. The purchaser acknowledges and agrees that to the extent permitted by law:

(a) The purchaser has inspected the property and is purchasing it in its present state of repair and condition and subject to any defects with regard to its construction, condition, position, any infestations and dilapidation, or state of repair at the day of sale, and that the vendor is under no liability or obligation to the purchaser to carry out any improvements, alterations, repairs or other work to the property,

(b) the vendor has not by themselves or through their agents, servants or employees made any representation as to fitness of the property for any particular purpose or otherwise.

(c) The property may contain asbestos or other hazardous materials having regard to its age and state of repair.

(d) They have read and understood the included Due diligence checklist and that the matters set out in the Due diligence checklist are treated as disclosure by the vendor of matters which may exist and as matters that should be investigated by the purchaser.

(e) They must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The purchasers must satisfy themselves as to the use of the property and all consents required for such use for the purchaser's purposes. The purchaser may not delay settlement nor make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.

Special Condition 4 – Waiver or Breach

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 vendor. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

Special Condition 5 - Guarantee

(a) If the purchaser or any nominee is a proprietary limited company ("corporation"), the purchaser will procure the execution of the attached guarantee by each of the directors of the corporation at the time of signing of this contract by the purchaser or nomination;

(b) If any director of the corporation does not sign the attached guarantee at the time of signing by of this contract or nomination by the purchaser, a director subsequently requested to execute the attached guarantee must do so within seven days of the request;

(c) If any person required to execute the guarantee fails to do so, the vendor may rescind this contract by written notice to the purchaser. Rescission under this condition is without prejudice to any other rights of the vendor arising from the purchaser's default. Time will be of the essence of this special condition.

Contract of Sale of Land - General Conditions

Contract Signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "*electronic signature"* means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to –
(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
(b) any reservations, exceptions and conditions in the crown grant; and
(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page**.**

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor –
(a) has, or by the due date for settlement will have, the right to sell the land; and
(b) is under no legal disability; and
(c) is in possession of the land, either personally or through a tenant; and
(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following –
(a) public rights of way over the land;
(b) easements over the land;

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

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

6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) apply to this contract, the vendor warrants that –
(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* (Vic) and regulations made under the *Building Act 1993* (Vic).

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not –
(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
(b) keep the date of birth of the vendor secure and confidential.

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

(a) a release from the secured party releasing the property from the security interest; or
(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –

(a) that –
(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.

11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
(b) any reasonable costs incurred by the vendor as a result of the delay –
as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if –

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

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

13.6 The contract will be at an end if –

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit –

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

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

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

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

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

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

14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.6 Payment of the deposit may be made or tendered –

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed –

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of –

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition –

(a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor’s legal practitioner or conveyancer on the first to occur of –

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

17. SETTLEMENT

17.1 At settlement –

(a) the purchaser must pay the balance; and

(b) the vendor must –

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must –

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise –

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that –

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement –

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement –

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

(c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and

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

19. GST

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

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

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In these general conditions –

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and,

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

(a) obtains a written report from –

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is –

(v) prepared in compliance with Australian Standard AS 4349.1-2007;

(vi) identifies a current defect in a structure on the land; and the author states is a major defect.

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must –

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

(b) ensure that the representative does so.

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

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

despite –

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

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

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

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

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

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

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

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

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

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

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

25.6 The purchaser must –

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

(b) ensure that the representative does so.

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

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite –

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

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

(a) settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

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

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that –

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served –

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or

(d) by email.

27.4 Any document properly sent by –

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

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

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962* (Vic); and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand

without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must –

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given –

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if –

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

I/We		**of**	
And		**of**	
being the **Sole Director / Directors of**		**ACN**	

(Called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
c) by time given to the Purchaser for any such payment performance or observance;
d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

This ____________ Day of ____________ 20 ______

SIGNED SEALED AND DELIVERED by the said

Print Name ____________ ____________

In the presence of Director(Sign)

Witness ____________

SIGNED SEALED AND DELIVERED by the said

Print Name ____________ ____________

In the presence of Director(Sign)

Witness ____________

BAY CITY CONVEYANCING

Our Reference: Toni Blackwell

NOTIFICATION PURSUANT TO THE TAX ADMINISTRATION ACT 1953 ("Notification")

This Notification is pursuant to Section 14-250 of Schedule 1 of the *Tax Administration Act 1953 ("TAA")* and its terms are provisions of the attached contract. This information is provided solely for the purpose of complying with the withholding provisions required by the TAA.

You are <u>not</u> required to withhold and direct funds to the Commission of Taxation at settlement of the sale of this property because the supply is not a supply of "New Residential Premises / Potential Residential Land" as defined by Section 40-75 of the A New Tax System (Goods & Services Tax) Act 1999 and further refined by Section 14-250(2) of the TAA. The vendor named in the contract is not registered or required to be registered for GST.

VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

VENDOR: Thomas James Isaac and Taylah Louise Frew
PROPERTY: 165 Barholme Lane PENNYROYAL

DATE OF THIS STATEMENT: the day of

Signature of the vendor:

....
Thomas James Isaac and Taylah Louise Frew

The purchasers acknowledge being given a copy of this statement by the vendor before the purchasers signed any contract.

DATE OF THIS ACKNOWLEDGEMENT: the day of

Signatures of the purchaser:

....

DUE DILIGENCE CHECKLIST

A copy of the Due Diligence Checklist as prescribed and current as at the date of preparation of this statement is included for convenience.

VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

165 Barholme Lane PENNYROYAL

TITLE
Attached is a copy of the **Register Search Statement** including any plan of subdivision and covenant where applicable.

RESTRICTIONS
Information concerning any easement, covenant or other similar restriction affecting the property (registered or unregistered and subject to any in favour of the local water authority Barwon Region Water full particulars of which may be obtained therefrom) are as set out in the attached copies of title documents. There is no failure to comply with their terms to the vendors knowledge.

PLANNING
Planning Scheme information applying to the land is contained in the attached Property Report. In addition to the authority listed as responsible for the planning scheme on the Property Report, the Minister for Planning is the responsible authority and planning authority for certain large scale developments within certain parts of Victoria and other areas as set out herein: https://www.planning.vic.gov.au/guides-and-resources/legislation-regulation-and-fees/the-role-of-the-minister

BUSHFIRE
If the land is in a designated bushfire prone area details are in the attached Property Report.

BUILDING APPROVALS
No building permit has been issued in the past seven years to the vendors knowledge.

INSURANCE PURSUANT TO SECTION 137B OF THE BUILDING ACT 1993
Not applicable.

SERVICES – The following services are connected to the land unless the word **NO** appears–

Service	
Electricity	**NO**
Gas	**NO**
Water	**NO**
Sewerage	**NO**
Telephone	**NO**

OUTGOINGS & STATUTORY CHARGES
The amount of any rates, taxes, charges or other similar outgoings affecting the land including any unpaid interest payable on any part of those rates, taxes, charges or outgoings including any rates, taxes, charges or outgoings for which the purchaser may become liable in consequence of the sale do not exceed $6,000.00 plus any land tax in the ownership of the purchaser. Land tax is not adjustable between the parties in the year of settlement, and the liability for land tax for the year of settlement remains with the vendor. The purchaser may incur a land tax liability in the ownership of the purchaser depending on the circumstances of the purchaser.

Tax Reform Scheme Land – Land Tax Certificate Attached
(a) If the land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 it is set out on the attached Property Clearance Certificate
(b) the AVPCC most recently allocated to the land is set out on the attached Property Clearance Certificate
(c) if the land is tax reform scheme land, its entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 is set out on the attached Property Clearance Certificate if applicable

NOTICES

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 of which the vendor might reasonably be expected to have knowledge or any 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 and including any notice under section 6 of the Land Acquisition & Compensation Act 1986) are as follows:

There are none to the vendor's knowledge save as detailed herein or attached, but the vendor has no means of knowing of all the decisions of public authorities or government departments affecting the property unless communicated to the vendor.

Prepared by Bay City Conveyancing
Section 32 Statement Attachments Follow

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

CONSUMER AFFAIRS VICTORIA

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Register Search Statement - Volume 10472 Folio 171

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

VOLUME 10472 FOLIO 171 | Security no : 124137073433R
Produced 29/07/2026 11:39 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 425958J.
PARENT TITLES :
Volume 09872 Folio 949 Volume 09872 Folio 953
Created by instrument PS425958J 18/10/1999

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
TAYLAH LOUISE FREW
THOMAS JAMES ISAAC both of 35 JAROSITE ROAD BELLBRAE VIC 3228
AY893436V 20/02/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY893437T 20/02/2025
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE PS425958J 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: 165 BARHOLME LANE PENNYROYAL VIC 3235

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK

Effective from 20/02/2025

DOCUMENT END

PLAN OF SUBDIVISION

STAGE NO.

LTO use only
EDITION 1

Plan Number
PS 425958J

Location of Land

Parish: MURROON

Township: ———

Section:

Crown Allotment: 12
SUBDIVISION A & B (PARTS)

LTO Base Record: DCMB

Title Reference: VOL 9872 FOL 949
VOL 9872 FOL 953

Last Plan Reference:

Postal Address: 135 BARHOLME LANE
(at time of subdivision) MURROON

AMG Co-ordinates (of approx. centre of land in plan) E 223 600 N 5743 400 Zone: 54

Vesting of Roads or Reserves

Identifier	Council/Body/Person

Council Certification and Endorsement

Council Name: COLAC OTWAY SHIRE Ref: Sub 059/98

~~1. This plan is certified under section 6 of the Subdivision Act 1988.~~

2. This plan is certified under section 11(7) of the Subdivision Act 1988.
Date of original certification under section 6 / /

3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 ~~has~~/has not been made.

~~(ii) The requirement has been satisfied.~~

~~(iii) The requirement is to be satisfied in Stage~~ ....

~~Council delegate~~
~~Council seal~~

~~Date / /~~

Re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate
~~Council Seal~~

Date 27 / 8 / 99

Notations

Staging This ~~is~~/is not a staged subdivision
Planning Permit No. 197/98

Depth Limitation DOES NOT APPLY

Survey This plan is/~~is not~~ based on survey

This survey has been connected to permanent marks no(s) 8 & 33
In Proclaimed Survey Area No. 81

Easement Information

Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance
A - Appurtenant Easement R - Encumbering Easement (Road)

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

LTO use only

Statement of Compliance/ Exemption Statement

Received ☑

Date 17/ 09 / 99

LTO use only

PLAN REGISTERED

TIME 8.55 AM

DATE 18 / 10 / 99

Assistant Registrar of Titles

Sheet 1 of 2 Sheets

TONY JEAVONS SURVEYS
PO BOX 196
APOLLO BAY 3233
PHONE 03 52376757
FAX 03 52376949

LICENSED SURVEYOR (PRINT) ANTHONY H JEAVONS

SIGNATURE.................................... DATE 27/ 11 /98

REF 00955 VERSION 2

DATE 27/ 8 / 99

COUNCIL DELEGATE SIGNATURE

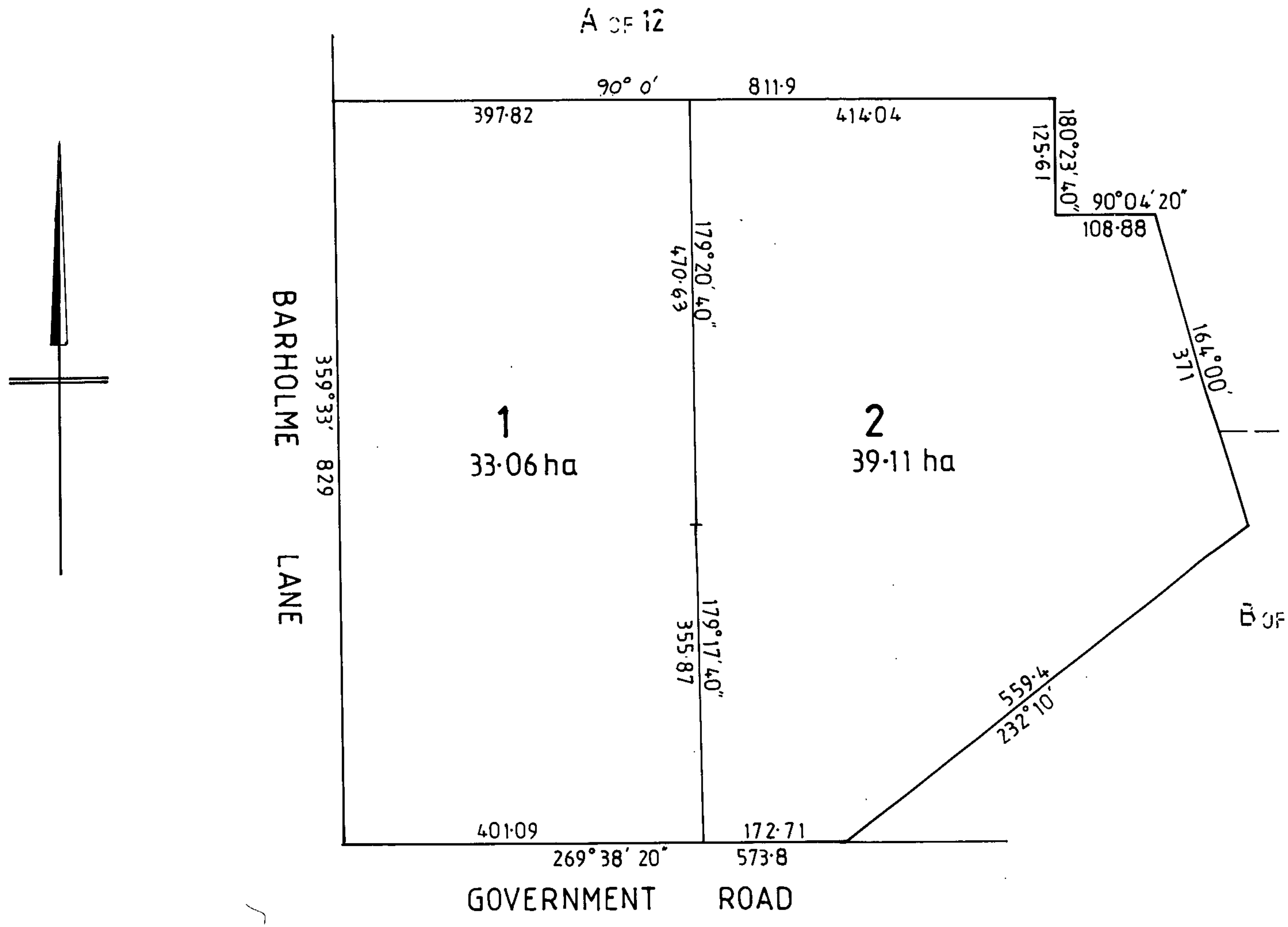
Original sheet size A3

SPPS425958J-2-7

PLAN OF SUBDIVISION

Stage No.

Plan Number **PS** 425958 J



TONY JEAVONS SURVEYS
PO BOX 196
APOLLO BAY 3233
PHONE 03 52376757
FAX 03 52376949

ORIGINAL		SCALE		
SCALE 1:5000	SHEET SIZE A3	50 0 100 200 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ANTHONY H JEAVONS SIGNATURE .... DATE 27/ 11 / 98 REF 00955 VERSION 2	Sheet 2 of 2 Sheets .... DATE / / COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 mm

T.O.3

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 29 July 2026 11:36 AM

PROPERTY DETAILS

Address:	**165 BARHOLME LANE PENNYROYAL 3235**	
Lot and Plan Number:	**Lot 1 PS425958**	
Standard Parcel Identifier (SPI):	**1\PS425958**	
Local Government Area (Council):	**COLAC OTWAY**	www.colacotway.vic.gov.au
Council Property Number:	**22640**	
Planning Scheme:	**Colac Otway**	Planning Scheme - Colac Otway
Directory Reference:	**Vicroads 92 F8**	

UTILITIES

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

STATE ELECTORATES

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

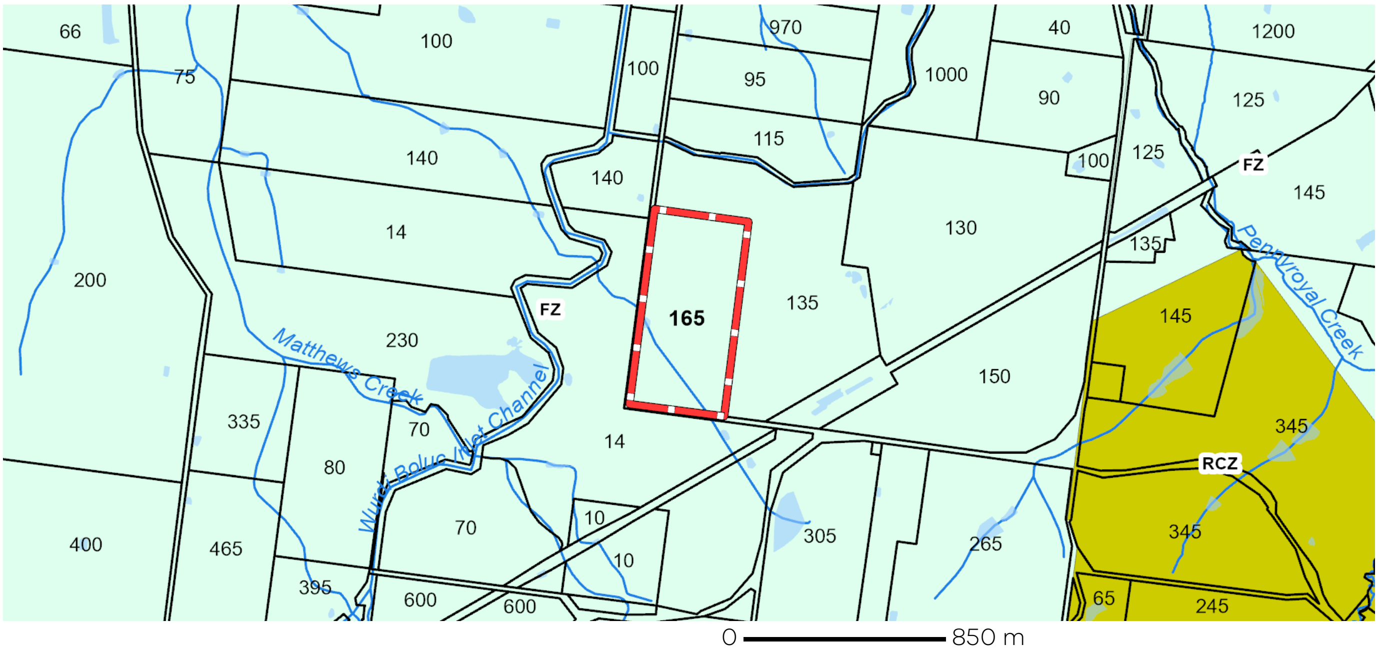
OTHER

Registered Aboriginal Party:	**Eastern Maar Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

FARMING ZONE (FZ) (COLAC OTWAY)
SCHEDULE TO THE FARMING ZONE (FZ) (COLAC OTWAY)



FZ - Farming | RCZ - Rural Conservation | Water area | Water course

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

PLANNING PROPERTY REPORT

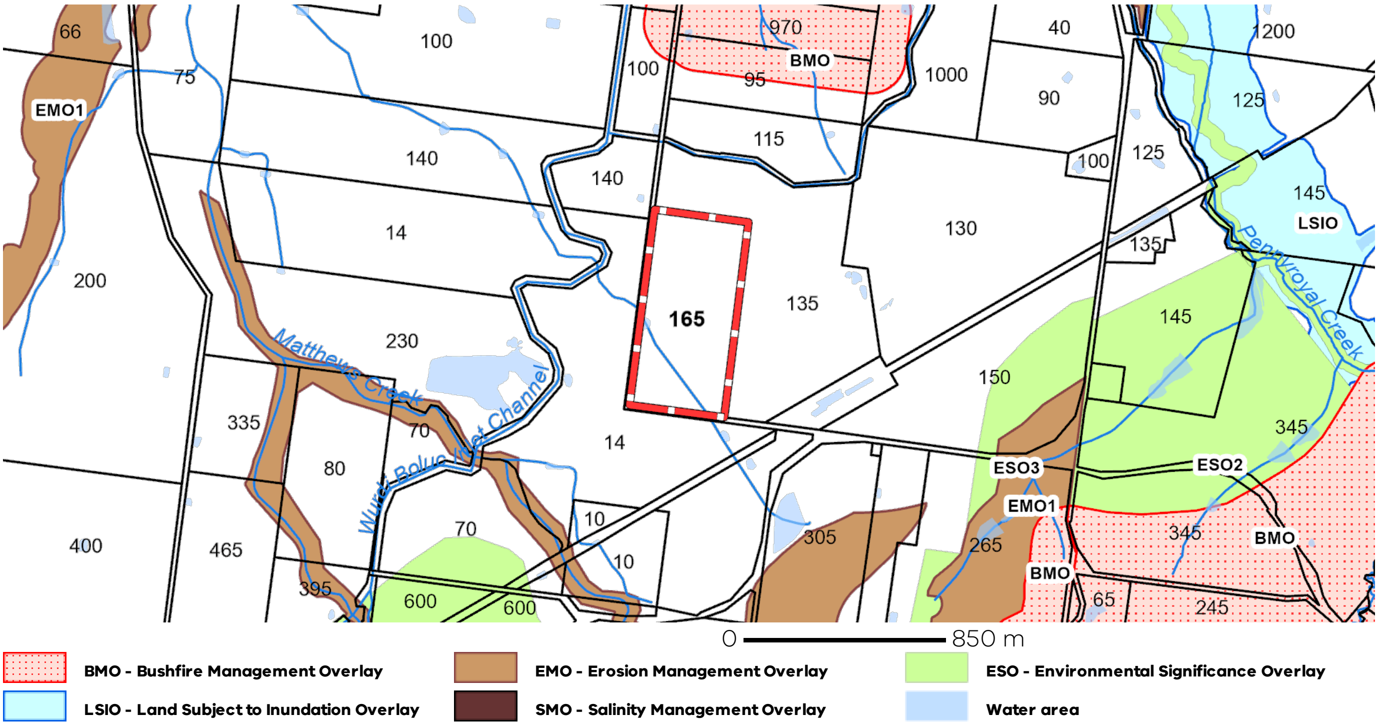
Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

BUSHFIRE MANAGEMENT OVERLAY (BMO) (SURF COAST)
BUSHFIRE MANAGEMENT OVERLAY (BMO) (COLAC OTWAY)
EROSION MANAGEMENT OVERLAY (EMO) (COLAC OTWAY)
ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) (COLAC OTWAY)
ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) (SURF COAST)
LAND SUBJECT TO INUNDATION OVERLAY (LSIO) (SURF COAST)
SALINITY MANAGEMENT OVERLAY (SMO) (SURF COAST)



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

Further Planning Information

Planning scheme data last updated on 27 July 2026.

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

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

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

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

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

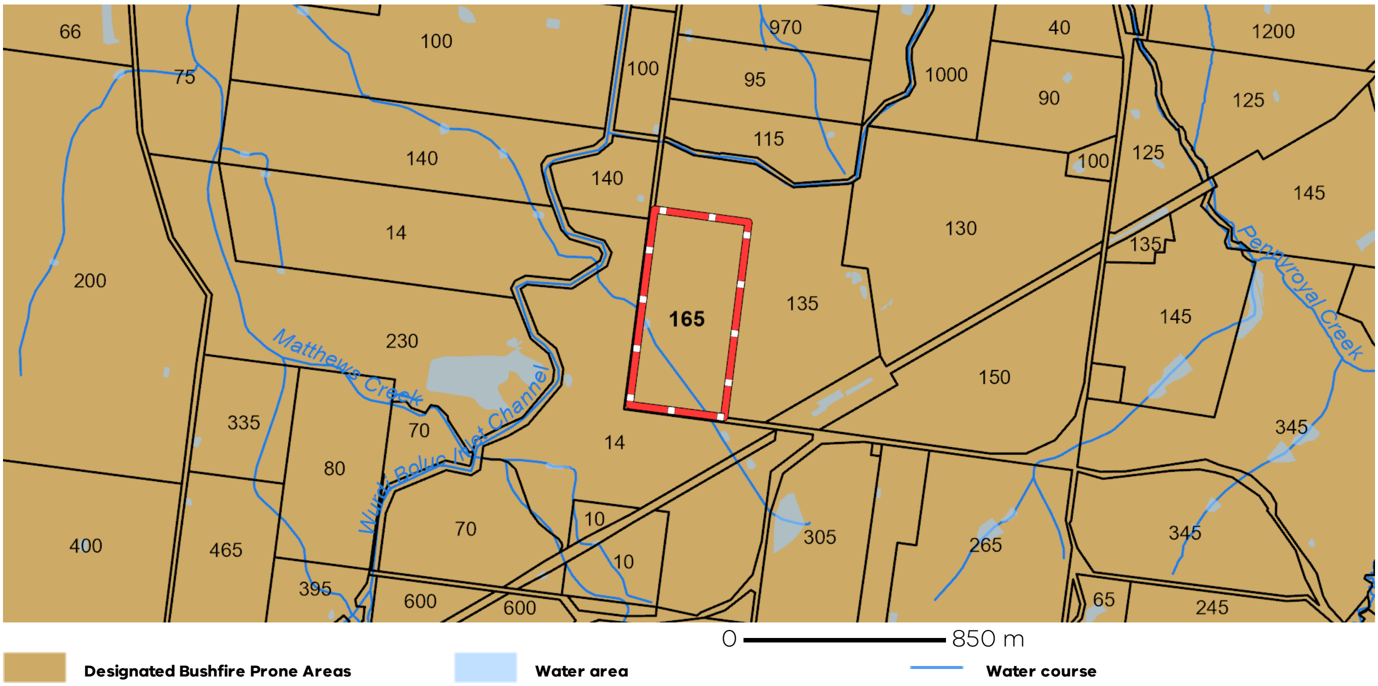
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

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)

Colac Otway SHIRE
ABN: 32 430 819 755

Valuations, rates and charges notice 2025-2026

Assessment number: 22640-5
Quote this number when contacting us

Issue date 25/08/2025

Overdue from prior year/s	$0.00
+ Your rates this year	$1,314.53
= Total amount due	$1,314.53

T J Isaac & T L Frew
35 Jarosite Road
BELLBRAE VIC 3228

Property and valuation details

Address: 165 Barholme Lane PENNYROYAL VIC 3235

Legal description: Lot 1 PS 425958 V/F 10472/171

Owner Name: Isaac, Thomas James & Frew, Taylah Louise

Land use: Mixed farming and grazing without infrastructure
State fire services property levy purposes only

AVPCC: 530.3:
See back of notice for more details

Capital Improved Value (CIV): $655,000 | Site value: $645,000 | Net annual value: $32,750

Valued as at: 01/01/2025 | When Council applied the value: 01/07/2025 | Land Area: 33.0600 HA

Rates, Charges and Levies - for 1 July 2025 to 30 June 2026 (Declared 26 June 2025)

Particulars:	Charge:	Value:	Amount:
Rural Farm	0.001837	655000.00	$1,203.24
Municipal Charge	216 x 1.00	1.00	$216.00
Primary Producer Support Payment - Rates Credit			-$567.70
Council Subtotal 2025-2026			**$851.54**

Victorian Government Charges

ESVF - Primary Production	0.000287	655000.00	$187.99
Primary Production ESVF Fixed Charge	275 x 1.00	1.00	$275.00
Victorian Government Subtotal 2025 – 2026			**$462.99**

RATES BALANCE DOES NOT INCLUDE ANY PAYMENTS MADE AFTER 21ST AUGUST 2025

Lump sum overdue	+ Lump sum current	OR 4 instalments	OR Payment Plan
$0.00 Due Now	$1,314.53 Due 15 Feb 2026	$327.53 (1) due by 30 Sep 25 $329.00 (2) due by 30 Nov 25 $329.00 (3) due by 28 Feb 26 $329.00 (4) due by 31 May 26	Payment Options available: Weekly Fortnightly Monthly Application forms are available at: www.colacotway.vic.gov.au/my-property/rates/pay-your-rates

Any overdue amount shown on this notice is due immediately and will continue to accrue interest until the amount is paid in full.

Where to pay - See reverse side for more payment methods

B PAY
Biller Code: **22400**
Ref No: 0000 2264 05

BPAY® this payment via Internet or phone banking.
BPAY View not available for ANZ Customers
BPAY View Registration No.: 0000 2264 05

Post Billpay
Billpay Code: **0867**
Ref: 0000 2264 05

Pay in-store at Australia Post, online at auspost.com.au/postbillpay, by phone 13 18 16 or via AusPost app

Colac Otway SHIRE
Log on to:
www.colacotway.vic.gov.au
Ref No: 0000 2264 05

POST billpay
ARREARS *867 226405
$0.00

POST billpay
INSTALMENT *867 226405
$327.53

POST billpay
FULL *867 226405
$1,314.53

Scan here to pay
VISA mastercard Bank Account

PAYMENT OPTIONS

As a ratepayer you are liable to pay the amounts shown on this notice.

OVERDUE AMOUNT: Due **immediately** and interest will continue to accrue until paid in full unless you have an approved payment plan in place.

OPTION 1: Payment in Full. Pay the total amount by 15 Feb 2026. If it is not paid by this date, interest will be charged in accordance with Section 172 of the Local Government Act 1989.

OPTION 2: Four Instalments. The first instalment must be paid in full by 30 September 2025 (in addition to any overdue balance that may be payable). Late payments can be made but Council will need to be advised if payment is being made AFTER 30 September 2025.

OPTION 3: PAYMENT PLAN. You can apply to Council for a Payment Plan to pay smaller regular amounts ensuring rates are paid by 31 May 2026. Please see https://www.colacotway.vic.gov.au/My-property/Rates/Pay-your-rates for a handy Payment Plan Calculator.

HARDSHIP ASSISTANCE POLICY

If you're struggling to pay rates due to financial hardship, Council may be able to provide a flexible payment plan, or in some cases, a deferral.
For more information, contact us as soon as possible to discuss or visit our website: www.colacotway.vic.gov.au/My-property/Rates/Rates-assistance

LATE PAYMENTS

Interest will be charged from the due date. This will continue until all rates are paid in full. The penalty interest rate is applied in accordance with the *Local Government Act 1989.*

OTHER PENALTIES FOR FAILING TO PAY

Council may start legal action in the Magistrates' Court to recover any outstanding rates and/or charges. This may result in further costs added to the account.

INTEREST PENALTIES

Rates, Charges and Emergency Services Volunteer Fund Levy can be paid by either instalments or in full, due on the dates on the front of this notice. Interest penalty for payment made after the due dates will be at the prescribe rate of 10% as provided for in Section 172 of the *Local Government Act 1989.*

ALLOCATION OF PAYMENTS

Whenever you make a payment to your rates account the money is allocated in this order as applicable.

1 – Legal costs.
2 – Interest charges.
3 – Overdue rates and charges.
4 – Current year rates and charges.

To receive emailed notices sign up at colac.enotices.com.au
Reference: **46D0519B1E**

PENSIONERS

Holders of a Pensioner Concession Card and some Veterans' Affairs Gold Cards may be entitled to a rebate on their rates. Health care cards are not accepted. If you have previously applied, you do not need to reapply. If the rebate does not appear on your rates notice you may need to apply. Application forms and eligibility details are available at https://www.colacotway.vic.gov.au/My-property/Rates/Rates-Pensioner-Rebate or from Council's Customer Service on 5232 9400.

SINGLE FARM ENTERPRISE (SFE)

You may be exempt from the Municipal Charge and/or the ESVF Levy. Please contact Council if you believe you are eligible.

CHANGE OF PROPERTY OWNERSHIP AND ADDRESS DETAILS

When there is a change in property ownership, a Notice of Acquisition must be submitted to Council within 30 days of settlement. If you change your mailing address, please notify Council at https://www.colacotway. vic.gov.au/Councilthe-shire/Contact-Us/Update-my-details or in writing to the email or address on the notice.

PRIVACY STATEMENT

The information appearing on this notice is used by Council to collect Council rates and other charges. We also use this information to update Council databases. You may view Council's Privacy Statement on our website www.colacotway.vic.gov. au or call Council on 5232 9400 to obtain a copy.

AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE (AVPCC)

A property is allocated an AVPC code to determine the land use classification. The code is used to calculate the ESVF levy. If a property has more than one use, the code will be determined by the primary use.

YOUR OBJECTION RIGHTS AS A RATE PAYER

Objection on the valuation of your property
If you disagree with your valuation and/or the AVPC code, you may lodge an objection within **two months** of this notice.

Objections should be lodged online via a portal provided on Council's website at: www.colacotway.vic.gov.au/Myproperty/Rates/Valuation-Objection or by using the prescribed hardcopy form (also available from Council's website).

Late objections cannot be accepted.

Rates are still required to be paid by the due date even if an objection is lodged. Refunds will be provided if an objection is successful.

VICTORIAN GOVERNMENT CAPPING ON COUNCIL RATE REVENUE

The Victorian Government's Fair Go Rates System (FGRS) directs that councils can only raise an additional 3.00% in total rate income for 2025/2026, compared to the previous year. Council has complied with the Victorian Government's rate cap of 3.00%. The cap applies to the average annual increase of rates and charges.
The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

1. The valuation of your property relative to the valuation of other properties in the municipality.
2. The application of any differential rate by Council.
3. The inclusion of other rates and charges not covered by the Victorian Government's rate cap.

The total value of properties in the Colac Otway Shire decreased in value by 3.38% in 2025-26 from the previous year. If your property increased in value, your rates may increase more than the Government's 3% rate cap, but this is dependent on the differential rate applicable to your property type.

This information is provided to you under requirements of the amended *LOCAL GOVERNMENT (GENERAL) REGULATIONS 2015*.

Council has a differential rating structure, meaning that different types of properties and properties in varying locations pay rates at a different rate in the dollar.

Please refer to **https://www.colacotway.vic.gov.au/My-property/Rates/How-are-my-Rates-Calculated** for a copy of the Rating Categories and Differential Rates further information.

CIV	Differential Rate	Rates Amount
Residential – Colac Elliminyt	0.002825	$1,850.38
Residential – Balance of Shire	0.002402	$1,573.31
Holiday Rental	0.002967	$1,943.39
Rural – Farm	0.001837	$1,203.24
Commercial Industrial – Colac Elliminyt	0.004662	$3,053.61
Commercial Industrial – Balance of Shire	0.003956	$2,591.18

Customer Service Centres
2-6 Rae Street, Colac VIC 3250
PO Box 283

Apollo Bay Visitor Information Centre
100 Great Ocean Road
Apollo Bay Vic 3233

Ph: (03) 5232 9400
Email: inq@colacotway.vic.gov.au

WHAT IS THE EMERGENCY SERVICES AND VOLUNTEERS FUND (ESVF)?

The ESVF is a State Government Levy, collected through Local Government Rates Notices.

For further information about the ESVF Levy please scan the QR code, refer to www.sro.vic.gov.au/esvf or call the support line **1300 819 033**.

The ESVF replaced the Fire Services Property Levy (FSPL) on 1 July 2025 to support emergency and disaster response services.

What new entities are being funded?

The ESVF will be used to fund up to 95% of the following annual budgets:

- **Triple Zero Victoria**
- **Emergency Management Victoria** and responsibilities for emergency management within the Department of Justice and Community Safety
- **Forest Fire Management Victoria** and its support functions within the Department of Energy, Environment and Climate Change
- The **State Control Centre**
- The state's recovery agency (**Emergency Recovery Victoria**).

In addition, the ESVF will fund 90% of Fire Rescue Victoria (FRV)'s budget, and 95% of the Victoria State Emergency Service (VICSES) and Country Fire Authority (CFA)'s budget.

How is the ESVF calculated?

The ESVF will be the sum of a fixed charge that varies by property type, and a variable rate based on property type (such as residential, farm or commercial) and value.

The variable rate is a proportion of capital improved value (CIV). CIV refers to the value of your land, buildings and any other capital improvements made to your property as determined through the annual valuation process. Your property's CIV is displayed on your rates notice.

The fixed charge will continue to increase every year in line with the Consumer Price Index. For future years the rate setting and announcement will both occur in May in the same way the current FSPL rates are set.

You cannot object to the ESVF, but you can object to the valuation, and the Australian Valuation Property Classification Code (AVPCC), of your property. Any property with a dwelling is NOT exempt from paying the fixed charge.

What rebates/ concessions are available?

Existing FSPL concessions continue to apply to the Emergency Services and Volunteer Fund.

- A $50 concession applies if you hold a Pensioner Concession Card or an eligible Department of Veterans' Affairs Gold Card.
- Primary production properties comprising multiple land parcels held in the same name, may be eligible for a single farm enterprise exemption, which means you may only pay the fixed charge on one property within the enterprise. Contact council for the single farm enterprise exemption application form.

Eligible volunteers and life members from the CFA and VICSES will be able to claim a rebate for the ESVF payable on their Principal Place of Residence (PPR) or against a farm which they own, even if the farm isn't their PPR.

If you believe you are entitled to the eligible volunteer offset, please scan the QR code for more information or visit: https://service.vic.gov.au/find-services/housing-and-property/eligible-volunteers-rebate-scheme

Volunteer rebates are **NOT** applied for through Council.

The variable rate is a proportion of capital improved value (CIV). CIV refers to the value of your land, buildings and any other capital improvements made to your property as determined through the annual valuation process.

Your property's CIV is displayed on your rates notice.

The fixed charge will continue to increase every year in line with the Consumer Price Index.

ESVF	Variable Rate	Fixed
Residential	0.000173	$136
Commercial	0.001330	$275
Industrial	0.001330	$275
Primary Production	0.000287	$275
Public Benefit	0.000057	$275

From 1 July 2026, the residential fixed charge will also increase to the level of the non-residential fixed charge, for properties that aren't your Principal Place of Residence (PPR).

Colac Otway Shire Council 2025-2026 Budget

How $100 of your rates are spent

Colac Otway SHIRE

Agricultural Lease

Thomas James Isaac & Taylah Louise Frew
(“Landlord / Rental Provider”)

and

Clark William Veale
Elizabeth Mary Mears
ABN 56-762-926-478
(“Tenants / Renters”)

Property Address:

165 Barholme Lane, Pennyroyal VIC 3235

TABLE OF CONTENTS

THIS LEASE is made on the 19th February 2025

Parties

Thomas James Isaac & Taylah Louise Frew as defined in Item 1 of the Schedule	(“the Landlord / Rental Provider”)
and	
Clark William Veale & Elizabeth Mary Mears as defined in Item 2 of the Schedule	(“the Tenant / Renter”)

Intent of the Lease

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

1. Lease

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

2. Rental

(a) For each year of this Agreement the annual rental set out in Item 6 of the Schedule to be paid as set out in Item 7 of the Schedule.

(b) Rental will be adjusted annually on the anniversary of the Commencement Date as set out in Item 8 of the Schedule.

3. Tenant’s Covenants

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

3.1 To Pay Rent

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

3.2 To Pay Outgoings

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

3.3 To Maintain the Property

(a) To keep and maintain all buildings, erections, fences, gates, walls, hedges, damns, tanks, wells, waterholes, drains, windmills and all other fixtures or improvements of whatsoever nature now or at any time during the Term erected or made on the Property in as good and substantial repair, order and condition as at the commencement of the Lease at all times, damage by fair wear and tear, fire, storm and tempest excepted.

(b) At all times to manage, cultivate and work the Property as a farming Property in a proper and skilful manner according to approved methods of agriculture and to keep all land which is now or may be cleared as clean and free from scrub and undergrowth and noxious weeds and maintained in the same or better condition as those existing at the Commencement Date.

(c) At all times to use and exercise all proper means for keeping down rabbits and other vermin, thistles, weeds and other noxious plants and to comply with the laws and regulations now or at any stage enforced relating to the keeping down and extermination of the same applicable to the district where the Property is situated and to comply with any notices or orders served or made under such laws and regulations.

(d) To take reasonable measures to prevent soil erosion and damage to the laneways, dams, banks and channel banks on the Property in accordance with the best farming practice adopted in the district and to accept the reasonable directions of the Landlord in carrying out these preventative measures.

3.4 Inspection of Property

(a) At all reasonable times to permit the Landlord and his duly authorised agents, workmen or servants to enter the Property for the purpose of viewing the state of repair and condition of the property and for carrying out and executing any necessary repairs and for any other purpose deemed expedient by the Landlord or his authorised agent.

(b) If the Tenant fails or neglects to comply with their obligations pursuant to Clause 3.3(c), it shall be lawful for the Landlord to enter the Property upon the Landlord giving fourteen (14) days notice in writing of his intention to do so, and undertake such works and the cost shall be a debt due from the Tenant to the Landlord payable within seven (7) days of a submission of an invoice.

(c) The Tenant shall in so far as he is liable under the terms of this Agreement execute all repairs and works required to be done within twenty-one (21) days of written notice given by the Landlord **PROVIDED THAT** if the Tenant shall not within that period commence and proceed diligently with the execution of the repairs and works mentioned in such notice it shall be lawful for the Landlord to enter upon the Property and to execute such repairs and works and the cost shall be a debt due from the Tenant to the Landlord payable within seven (7) days of submission of an invoice.

3.5 No Alterations Without Consent

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

3.6 Assignment

(a) Not to assign, transfer, sub-lease or part with the possession of or share or grant any licences to use the Property or any part of it without the written consent of the Landlord, such consent not to be unreasonably withheld in the case of an assignment or sub-lease to a respectable, responsible and solvent person or persons if the Landlord is reasonably satisfied.

(b) If the Tenant is a corporation, it will be treated as assigning the Lease, for the purpose of this clause if the person or persons who beneficially own or control most of its voting shares at the commencement of the Lease cease to do so except by transmission on the death of a shareholder.

(c) The Tenant is to pay the legal and other cost which the Landlord reasonably incurs:-

(i) In investigating a proposed assignee or sub tenant for the person to whom possession is to be transferred.

(ii) Obtaining any necessary consent to the assignment or sub letting or transfer of possession.

3.7 To Yield Up

(a) To yield up the Property with the fixtures, fittings, plant and additions other than such of the Tenant's fixtures as shall belong to the Tenant at the expiration or sooner determination of the Term or any extension of it in good and tenantable repair and condition in accordance with this Agreement.

(b) At the expiration or sooner determination of the Term or any extension of it, to sow all areas used for cropping back to basic pasture.

3.8 Use of Property

(a) To use the Property for the sole purposes of a livestock grazing and not for any other purpose without the consent in writing of the Landlord first obtained which consent shall not be arbitrarily or unreasonably withheld.

(b) Land that is to be used for grazing is to be managed in a fair manner without overstocking and to keep it in a reasonable condition.

3.9 To Comply with Notices

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

3.10 To Give Notice of Defects

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

3.11 Insurance

(a) To effect and maintain during the term or any extension or renewal of it the insurance policies required by this Clause 3 in relation to the Property in the names of the Landlord and the Tenant for their respective rights and interests with an Insurer approved by the Landlord (such approval not to be unreasonably withheld) and on such policy terms and conditions (including amount of cover) required and approved (such approval not to be unreasonably withheld) from time to time by the Landlord namely:

(i) public risk insurance protecting liability for bodily injury or property damage arising from the ownership or occupation of the Property for an initial amount of not less than ten million dollars ($10,000,000.00) or such greater amount as the Landlord may from time to time reasonably require.

(ii) workers compensation insurance for employees or all persons employed by the Tenant whether they are to work on or off the Property for such amount as the Landlord may from time to time reasonably require.

(b) To punctually pay all the premiums payable in respect of the abovementioned insurance and produce and deliver forthwith to the Landlord, if the Landlord so demands, certificates of currency in respect of such insurance and shall forthwith after such payment produce and deliver to the Landlord, if the Landlord so demands, the receipt or receipts evidencing payments of such premiums. In the event of the Tenant failing to pay any of the premiums payable, the Landlord may (but without being obligated so to do) pay such premium and the cost shall be a debt due by the Tenant to the Landlord and recoverable accordingly.

(c) Not to permit or create any nuisance on the Property or any part of the Property and not to do anything which may render an increase or extra premium payable for any insurance of the Property or part of such insurance against fire or which may prejudice or make void or voidable any policy of insurance on the Property or any part of the Property and to repay to the Landlord all sums paid by way of increased premiums and/or expenses incurred by the Landlord in the renewal of such insurance policy rendered necessary by a breach of this covenant.

(d) To pay to the Landlord upon demand all extra or excess premiums and other charges (if any) for insurances effected by the Landlord in respect of the Property payable on account of extra risk caused directly or indirectly by the use or occupancy of the Property by the Tenant or breach of Clause 3.11(c).

3.12 Indemnity

(a) To pay for, make good and indemnify the Landlord from all damage which may be caused to the Property or any part thereof by reason of any use or misuse of the Property or any facility or appurtenance thereof by the Tenant or any employee, servant, agent, customer or invitee of the Tenant.

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

3.13 Fire Fighting Equipment and Fire Breaks

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

3.14 Agricultural Chemicals

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

(b) Subject to compliance with sub-paragraph (a), the Tenant is permitted to apply fertiliser and other agricultural chemicals that will assist the Tenant's farming program upon prior approval by the Landlord or Agent

3.15 Goods and Services Tax

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

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

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

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

(b) Except where express provision is made to the contrary, the *consideration* payable by either party under this Lease represents the *value* of the *taxable supply* for which the payment is to be made.

(c) Subject to sub-clause (e), if a party makes a *taxable supply* in connection with this Lease, then the party liable to pay for the *taxable supply* must also pay, at the same time and in the same manner as the *value* is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.

(d) If this Lease requires the Tenant to pay, reimburse or contribute to an amount paid or payable by the Landlord in respect of an *acquisition* from a third party for which the Landlord is entitled to claim an *input tax credit*, the amount required to be paid, reimbursed or contributed by the Tenant will be the *value* of the *acquisition* by the Landlord plus, if the Landlord's recovery from the Tenant is a *taxable supply*, any GST payable under sub-clause (c).

(e) A party's right to payment under sub-clause (c) is subject to a valid *tax invoice* being delivered to the party liable to pay for the *taxable supply*.

3.16 Trees

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

3.17 Soil Maintenance

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

3.18 Fences

(a) To use, maintain and repair the Landlord's fences and electric fences (if any) on the Property, fair wear and tear excepted.

(b) Not to alter or remove any fences on the Property without the consent of the Landlord.

(c) If both the Landlord and Tenant agree that existing subdivisional fences are beyond repair, the Tenant may remove such subdivisional fences at its own cost.

(d) In the event of any of the fences or other improvements on the property being destroyed or damaged by fire through any wilful act, default or omission of the Tenant, the Tenant must, at its own expense, erect and make good the fences and other improvements which have been destroyed or damaged by the fire.

(e) The Tenant is responsible for and agrees to maintain the boundary and internal fencing throughout the course of the lease

3.19 Water Rights

(a) Not to transfer or assign, either permanently or temporarily (or purport to do so), the whole or any part of the water rights or entitlements pertaining to or enjoyed by the Property.

(b) Not to mortgage or lease or rent any rights whatsoever to any other person or thing in relation to the water entitlements of the Property, without first obtaining the consent in writing of the Landlord.

3.20 Costs

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

4. Landlord's Covenant

(a) If the Tenant pays the rent and does not breach the Lease it may use and occupy the Property during the Lease without any interference from the Landlord or any person lawfully claiming under the Landlord subject to the provisions of the Lease and the Landlords rights under it.

(b) The Landlord is to pay all Council rates and charges assessed or levied on the Property.

(c) The Landlord will insure and keep insured all fences, buildings, plant and equipment on the Property to their full replacement value.

5. Mutual Covenants

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

5.1 Early Termination

This lease can be terminated early only upon the mutual written agreement of both the Landlord and the Tenant.

5.2 Default and Termination

(a) Notwithstanding anything to the contrary contained in this Lease, the Landlord may end the Lease in any of the following circumstances:

(i) if the rent or any part of it or any other moneys owing to the Landlord under the Lease is in areas for fourteen (14) days, whether formally demanded or not;

(ii) if the Tenant is a corporation and an order is made or a resolution is passed for the winding up except for reconstruction or amalgamation;

(iii) if the Tenant is a company and ceases or threatens to cease to carry on business or goes into liquidation, whether voluntary or otherwise, or is wound up or if a liquidator or receiver [in both cases whether a provisional or otherwise] is appointed;

(iv) if the Tenant is a company and is placed under official management under Corporations Law or enters a composition or scheme of arrangement;

(v) if the interest of the Tenant under the Lease is taken in execution;

(vi) if the Tenant or any person claiming through the Tenant conducts any business from the leased Property after the Tenant has committed an act of bankruptcy.

(b) In the circumstances set out in Clause 5.2(a), the Landlord may end the Lease by:

(i) notifying the Tenant that it is ending the Lease; or

(ii) re-entering the land, with force if necessary, and ejecting the Tenant and all other persons from the land and repossessing the land; or

(iii) doing both.

5.3 Arrangements Upon Termination of Lease

(a) If the Landlord resumes occupation of the Property pursuant to Clause 5.2, the Tenant retains his ownership or rights to any of the goods, stock, materials or effects present on the Property which are owned or under the control of the Tenant at the time the Landlord takes possession.

(b) If the Landlord requires removal of the Tenant’s goods, stock, material and effects, the Landlord must give fourteen (14) days notice in writing to the Tenant at the address listed in Schedule 2 for the Tenant to remove the goods, stock, materials and effects.

(c) If the Tenant has not removed the goods, stock, material and effects from the Property within fourteen (14) days of such notice, the Landlord may remove the Tenant’s goods, stock, materials and effects from the Property to safe and adequate storage.

(d) Upon application from the Tenant, the Landlord must within seven (7) days provide the address of where the Tenant’s goods, stock, materials and effects are stored and provide reasonable access for the Tenant to take possession of the Tenant’s goods, stock, materials and effects, subject to the Tenant paying such costs as may have been incurred by the Landlord in the removal and storage of those goods.

5.4 Interest Payable on Default

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

5.5 Essential Terms

(a) In respect of the Tenant’s obligation to pay rental the acceptance by the Landlord of arrears or of any late payment of rental shall not constitute a waiver of the essentiality of the Tenant’s obligation to pay rental in respect of those arrears or of the late payments or in respect of the Tenant’s continuing obligation to pay rental during the Term.

(b) The Tenant covenants to compensate the Landlord in respect of any breach of any term of this Agreement and the Landlord is entitled to recover damages from the Tenant in respect of such breaches. The Landlord’s entitlement under this clause is in addition to any other remedy or entitlement to which the Landlord is entitled (including to terminate this Agreement).

(c) In the event that the Tenant’s conduct (whether acts or omissions) constitutes a repudiation of this Agreement (or of the Tenant’s obligations under this Agreement) or constitutes a breach of any term of this Agreement, the Tenant covenants to compensate the Landlord for the loss or damage suffered by reason of the repudiation or breach.

(d) The Landlord shall be entitled to recover damages against the Tenant in respect of repudiation or breach of covenant for the damage suffered by the Landlord during the entire term of this Agreement.

(e) The Landlord's entitlement to recover damages shall not be affected or limited by any of the following:

(i) If the Tenant shall abandon or vacate the Property;

(ii) If the Landlord shall elect to re-enter and/or to terminate the Agreement;

(iii) If the Landlord shall accept the Tenant's repudiation;

(iv) If the parties conduct shall constitute a surrender by operation of law.

(f) If the Landlord ends the Lease under this clause, the Tenant will not be released from liability for any prior breach and other remedies available to the Landlord for the recovery of arrears of rent or for breach of the Lease will not be prejudiced.

5.6 Damage to Property

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

5.7 Further Term and Overholding

(a) The Landlord shall renew this Lease for the Further Term in Item 9 of the Schedule if:

(i) There is no un-remedied breach of this Lease by the Tenant of which the Landlord has given the Tenant written notice; and

(ii) The Tenant has not persistently committed breaches of this Lease of which the Landlord has given notice during the Term; and

(iii) The Tenant has notified the Landlord in writing, not more than six (6) months and not less than three (3) months before the end of the Term, of the Tenant's intention to exercise the option to continue the Lease for the Further Term in Item 9 of the Schedule.

(b) The renewed Lease:

(i) Commences on the day after this Lease ends;

(ii) Has a rental equal to the rental set out in Item 6 of the Schedule reviewed in accordance with Clause 2(b) plus GST; and

(iii) Contains the same terms as this Lease, but with no option for renewal after the last option for the Further Term stated in Item 9 has been exercised.

(c) If the Tenant remains in possession of the Property without objection by the Landlord after the end of the Term:

(i) The Tenant, without any need for written notice, is a monthly Tenant on the conditions in this Lease, modified so as to apply to a monthly tenancy.

(ii) Either party may end the tenancy by giving one (1) months written notice to the other party.

(iii) The monthly rental will be one-twelfth (1/12) of the annual rental which the Tenant was paying immediately before the Term ended, adjusted in accordance with Schedule Item 8.

5.8 Sale of Property

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

5.9 No Representations

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

5.10 Dispute Resolution

(a) In the event of dispute between the parties they must attempt to resolve the dispute by the mediation procedure except disputes about unpaid rental and interest charged on it.

(b) The mediation procedure is:

(i) a party may start mediation by serving a mediation notice on the other party.

(ii) the notice must state that a dispute has arisen and identify what the dispute is.

(iii) the parties must jointly request appointment of a mediator. If the parties fail to agree on the appointment within seven (7) days of service of the mediation notice, either party may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator.

(iv) once the mediator has accepted the appointment the parties must comply with the mediator's instructions.

(v) if the dispute is not resolved within thirty (30) days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.

(c) The mediator may fix the charges for the mediation which must be paid equally by the parties.

(d) If the dispute is settled, all parties must sign the terms of agreement and these terms are binding on the parties.

(e) The mediation is confidential and -

(i) statements made by the mediator or the parties, and

(ii) discussions between the participants to the mediation, before after or during the mediation,

cannot be used in any legal proceedings.

(f) It must be a term of the engagement of the mediator that the parties release the mediator from any court proceedings relating to the Lease or the mediation.

(g) The mediator is not bound by the rules of natural justice and may discuss the dispute with a party in the absence of any other party.

(h) This procedure shall apply before either party can commence any litigation in relation to the Lease except as set out in Clause 5.10(a) above.

5.11 Service of Notices

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

Tenant: clarkveale@bigpond.com & libbymears63@gmail.com

Agent: matt@hfrichardson.com.au and CC the Landlords tom@oxygencollege.com.au & tayfrew98@gmail.com

6. Special Conditions

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

7. Governing Law

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

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

8. Interpretation

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

(a) The expression “the Landlord” and “the Tenant” as used shall be deemed to include the plural and in the case of an individual or individuals to include his or their executors, administrators and assigns.

(b) Where there is more than one (1) Landlord and/or Tenant any covenant or agreement contained in this Agreement either expressly or impliedly made or to be observed by more than one (1) individual shall be deemed an construed to the joint and several covenant and agreement of such individual and to impose joint and several liability accordingly.

(c) Words importing the singular shall be deemed to include the plural and words importing the masculine gender shall include the feminie or neuter genders and vice versa respectively.

(d) Any reference to a person shall include a corporation and vice versa.

(e) Any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation.

9. Entire Agreement

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

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED by the said Thomas James Isaac and Taylah Louise Frew in the presence of:

) Signed by: 5E1A3C40B9F2457... | DocuSigned by: 20E4A9AA2B5E46D...
) ....

Thomas James Isaac | Taylah Louise Frew

Matthew Poustie

Witness

DocuSigned by:
Matthew Poustie
2D48EBBF4597484...

Witness (Signature)

5 Retreat Road, Newtown (Office)

Witness (Usual address)

SIGNED SEALED AND DELIVERED by the said Clark William Veale and Elizabeth Mary Mears in the presence of:

) Signed by: Clark Veale 1824D5B594DA443... | Signed by: Libby Mears 7BAF66A98606441...
) ....

Clark William Veale | Elizabeth Mary Mears

Matthew Poustie

Witness

DocuSigned by:
Matthew Poustie
2D48EBBF4597484...

Witness (Signature)

5 Retreat Road, Newtown (Office)

Witness (Usual address)

SCHEDULE

Item 1	Landlord:	Thomas James Isaac & Taylah Louise Frew of 35 Jarosite Road, Bellbrae VIC 3228
Item 2	Tenant:	Clark William Veale & Elizabeth Mary Mears (ABN 56-762-926-478) of 355 Pennyroyal-Wymbooliel Road, Pennyroyal VIC 3235
Item 3	Property:	80 acres located at 165 Barholme Lane Pennyroyal VIC 3235
Item 4	Term:	1 year
Item 5	Commencement Date:	20th February, 2025
Item 6	Rental:	$11,592.00 per annum (excl. gst) $5,796.00 (excl. gst) payable half-yearly in advance
Item 7	Method of Payment:	$5,796.00 to be paid 6 monthly in advance commencing 20/02/2025 onwards
Item 8	Method of Review:	By mutual agreement no later than 3 months prior to the conclusion of the lease term
Item 9	Further Term:	Nil
Item 10	Outgoings Payable by: Tenant	Nil applicable to the Tenant (all rates to be paid by the Landlord)
Item 11	Special Conditions:	a) Water Pump: The Landlord owns and is responsible for the supply of the Honda water pump (or similar) to assist the Tenant in pumping water from the Barholme Lane dam to the stock water tank/s. The Tenant agrees to maintain the pump in working condition and to complete regular maintenance as required (ie. check oil regularly, full oil change undertaken annually etc). The water supply to other paddocks is by the dam and by rainwater collected on the shed roof, then gravity fed to the concrete troughs. The Landlord will maintain the rainwater collection from the shed whilst the Tenant will maintain the plumbing to the troughs. b) Shed & Yard: The Tenant and Landlord are both allowed to use the shed & yard to support their farming activities (ie. hay storage etc) c) Both parties understand and agree that the “cattle crush” is the property of the Tenant and will be removed at the conclusion of the lease, whenever that may be.

Property Clearance Certificate

Land Tax

BAY CITY CONVEYANCING & LEGAL PTY LTD VIA DYE &
DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference:	91311827:133574496
Certificate No:	10704340
Issue Date:	29 JUL 2026
Enquiries:	CXN2

Land Address: 165 BARHOLME LANE PENNYROYAL VIC 3235

Land Id	Lot	Plan	Volume	Folio	Tax Payable
27508534	1	425958	10472	171	$0.00

Vendor: TAYLAH FREW & THOMAS ISAAC

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR THOMAS JAMES ISAAC	2026	$645,000	$0.00	$0.00	$0.00

Comments: Property is exempt: LTX primary production land.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential 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):	$655,000
SITE VALUE (SV):	$645,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 10704340

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 = $2,520.00

Taxable Value = $645,000

Calculated as $2,250 plus ($645,000 - $600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $6,550.00

Taxable Value = $655,000

Calculated as $655,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 10704340

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: 10704340

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 updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Commercial and Industrial Property Tax

BAY CITY CONVEYANCING & LEGAL PTY LTD VIA DYE & DURHAM PROPER

LEVEL 20, 535 BOURKE STREET

MELBOURNE VIC 3000

Your Reference:	91311827:133574496
Certificate No:	10704340
Issue Date:	29 JUL 2026
Enquires:	CXN2

Land Address: 165 BARHOLME LANE PENNYROYAL VIC 3235

Land Id	Lot	Plan	Volume	Folio	Tax Payable
27508534	1	425958	10472	171	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
530	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:	$655,000
SITE VALUE:	$645,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10704340

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

BAY CITY CONVEYANCING & LEGAL PTY LTD VIA DYE & DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference:	91311827:133574496
Certificate No:	10704340
Issue Date:	29 JUL 2026

Land Address: 165 BARHOLME LANE PENNYROYAL VIC 3235

Lot	Plan	Volume	Folio
1	425958	10472	171

Vendor: TAYLAH FREW & THOMAS ISAAC

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: 10704340

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 10704344

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: 10704344

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**