

CONTRACT OF SALE OF REAL ESTATE

Property Address: Lot S2, (vacant land) 3 Urquhart Street, Carisbrook VIC 3464

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.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT. 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 the Act; 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 agent authorized in writing by one of the parties -

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/...../20.....

Print name of person signing:

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

SIGNED BY THE VENDOR on/...../20.....

Print name of person signing.....**Gary Albert Page and Heather Jean Page**

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.

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'

Off-the-Plan Sale

Section 9AA(1A) Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Tel: 9526 8103 Fax:

Everywhere Real Estate - Srujal Patel
Suite 205, 111 Overton Road, Williams Landing VIC 3027
Ref: Srujal Patel Email: srujal@everywherere.com.au

VENDOR

Gary Albert Page and Heather Jean Page
8 Kingston Boulevard, Hoppers Crossing VIC 3029

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: 9749 8515 Fax: 9974 2900 Ref: 22/2954 Email: admin@a4conveyancing.com.au
Antoinette Easson

PURCHASER

Tel: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: Fax: Ref: Email:

LAND (General Conditions 7 and 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 11153 Folio 716	S2	607695C

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement if no title or plan references are recorded in the table above or if the land is general law land.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

Lot S2 (vacant land) 3 Urquhart Street, Carisbrook VIC 3464

GOODS SOLD WITH THE LAND

(general condition 6.3(f))

Nil – Vacant Land

DEPOSIT BOND General Condition 15 applies only if the box is checked

BANK GUARANTEE General Condition 16 applies only if the box is checked

PAYMENT

PRICE	\$		
DEPOSIT	\$	by	
BALANCE	\$	(of which \$	has been paid)
		payable at settlement	

GST (refer to General Condition 19)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

VENDORS NOT
REGISTERED FOR GST

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SETTLEMENT (refer to General Condition 17 and 26.2)

Is due on

LEASE (refer to 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:

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in which case refer to General Condition 5.1.

If '**subject to lease**' then particulars of the lease are:

GST WITHHOLDING NOTICE

The purchaser is not required to make a GST withholding payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cth) In relation to this supply of land unless the words "**GST withholding applies**" Appear in this box which case the vendor will provide further details before Settlement.

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Unless the words "GST withholding applies" appear in this box, this section Serves as a notification for the purpose of Section 14-255 of Schedule 1 to the Taxation Administration Act 19553 (Cth)

COMMERCIAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024 (Vic) (CIPT Act)

(a) Is the Land Tax Reform Scheme land within the meaning of the CIPT Act?

NO

(b) The Australian Valuation Property Classification Code (within the Meaning of the CIPT Act) most recently allocated to the land is:

AVPCC No: N/A

(Unless shown otherwise on municipal rates notice or property clearance certificate in which case the AVPCC number is as shown on the municipal rates notice or property clearance certificate.)

(c) If the Land is Tax Reform Scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows

NOT APPLICABLE

TERMS CONTRACT (refer to 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 23 and add any further provisions by way of special conditions:

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LOAN (refer to General Condition 20)

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

Lender:

Loan amount:

Approval date:

BUILDING REPORT General Condition 21 applies only if the box is checked -**NOT APPLICABLE**

PEST REPORT General Condition 22 applies only if the box is checked – **NOT APPLICABLE**

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered.
- the parties initial each page containing special conditions.
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

1. LOSS OR DAMAGE BEFORE SETTLEMENT

General Condition 31 (Loss or damage before settlement) is amended by deleting General Conditions 31.4, 31.5 and 31.6.

2. AUCTION CONDITIONS

If the property is offered for sale by public auction, subject to the vendor's reserve price, the Rules for the conduct of the auction are set out in Schedule 1 to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

3. DEPOSIT RELEASE

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

3.2 The Purchaser must not unreasonably refuse to give notice in accordance with Section 27 (3) of the said Act.

4. REPRESENTATIONS

The purchaser acknowledges that no information, representation, comment, opinion or warranty by the vendor (or anyone on the vendor's behalf) was supplied or made with the intention or knowledge that it would be relied upon by the purchaser and no information, representation, comment, opinion or warranty has been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied.

5. IDENTITY AND MEASUREMENTS

The purchaser admits the land as offered for sale and inspected is identical with that described in the title particulars. The purchaser must not make any requisition nor claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the vendor to amend the title or to bear all or any part of the cost of doing so.

6. CONDITION AND STATE OF REPAIR

6.1 The purchaser acknowledges that the property is sold in the condition and state of repair and subject to all faults and defects existing at the day of sale.

6.2 No warranty or representation (whether express or implied) is given about the property by the vendor (or anyone on the vendor's behalf) regarding.

- (a) the nature, condition, quality or state of repair,
- (b) defects (latent or patent), dilapidation or infestation (including without limitation its environmental condition or contamination),
- (c) fitness for any purpose, and/or
- (d) compliance with building regulations.

6.3 The purchaser expressly releases the vendor (and/or anyone acting on behalf of the vendor) from any claims or demands in respect to any warranty or representation alleged to have been given about the property.

7. ADJUSTMENTS

If requested, the Purchaser must provide copies of all **current** certificates, searches and other information used to calculate adjustments. The vendor will not be obliged to provide payment details until such time as the copies have been received.

8. CONTRACT DEED OF VARIATION

The purchaser acknowledges that the vendor will incur additional legal costs if the purchaser requests to alter settlement date or a substantial variation to the original contract, then purchaser must pay at settlement an amount of \$440.00 inclusive of GST to the vendor's legal practitioner/licensed conveyancer for each deed of variation granted by the vendor. (deposit, finance, building and pest extensions do not apply)

9. SETTLEMENT RESCHEDULING FEE

The purchaser acknowledges that the vendor will incur additional legal costs if a scheduled settlement time or date is cancelled at the request of the purchaser or because of default by the purchaser. Without limiting any other rights of the vendor, the purchaser must pay at settlement an amount of \$330.00 inclusive of GST to the vendor's legal practitioner for each separate occasion settlement is rescheduled with consent of the vendor.

10. ADJUSTMENT OF RENT – if applicable

10.1 The rents and profits of the property ("Rent") shall belong to the vendor up to and including the settlement date and thereafter to the purchaser. Adjustment of Rent shall be dealt with in the following manner: -

(a) any prepaid Rent shall be apportioned between the vendor and the purchaser, and the adjustment allowed as the case may be and the vendor agrees to use reasonable endeavours to ensure that all outgoings are paid up to date.

(b) without limiting paragraph (e) of this special condition the purchaser shall immediately after the settlement date and where necessary give notice to the lessee to pay all and any arrears of Rent for any period prior to and including the settlement date ("the Pre-Settlement Period") direct to the vendor or as the vendor shall direct.

(c) if the purchaser receives any payment made to the purchaser by a tenant on account of arrears of Rent for the Pre-Settlement Period the purchaser shall receive the payment in trust for the vendor and shall immediately account to the vendor for the same.

(d) the purchaser shall not under any circumstances be entitled to adjust against the vendor in respect of Rent payable but unpaid for any period from the settlement date and General Condition 15 shall be construed; accordingly, and

(e) if arrears of Rent in respect of the Pre-Settlement period have not been paid to the vendor within thirty (30) days after the Rent should have been paid pursuant to the terms of the relevant lease or within thirty (30) days after the Settlement Date (whichever is the later) the purchaser hereby authorises the vendor to take enforcement proceedings in the name of the purchaser (or otherwise as may be lawfully appropriate) to recover the arrears of Rent (on the basis however that the vendor is entitled to those arrears of rent). As between the vendor and the purchaser all costs and expenses in respect of the recovery of the arrears shall be to the account of the vendor but the Purchaser shall do all things reasonably required by the vendor to allow the vendor to obtain recovery of the arrears.

10.2 For the purposes of General Condition 15, the parties agree not to adjust any rates, taxes, assessments or other outgoings which under the Leases are payable by the tenant under the leases.

11. FIRB APPROVAL

11.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.

11.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

11.3 This warranty and indemnity do not merge on completion of this contract.

12. SWIMMING POOL/SPA – NOT APPLICABLE

In the event that the property includes a swimming pool/spa, the Purchaser hereby acknowledges by signing this Contract of Sale that the swimming pool/spa located on the property may not have fencing or safety measures that comply with Building Regulations 2018.

The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with the current building regulations and the Purchaser agrees that they cannot terminate this Contract in the event that the swimming pool/spa does not comply with current building regulations, nor will the Purchaser require the Vendor to comply with any notice issued by any authority nor seek any compensation from the Vendor for any non-compliance.

13. VENDOR'S LAND TAX

Notwithstanding any other Condition or provision contained in this Contract (this Special Condition taking Priority in all respects as to Land Tax), any Land Tax liability attached to or as a charge on the Property whatsoever (whether already raised now or arising after the Day of Sale but before Settlement, including any Proportional or Multiple Holding, Trust Surcharge, Vacant Land Tax Liability, Foreign Citizen loading, Absentee owner surcharge or the like) is to remain the Vendor's responsibility, and is to be paid in full by the Vendor (by deduction) at Settlement and will not be adjusted whatsoever at settlement between the parties.

For the avoidance of doubt, the Purchaser shall not be required to contribute in any way to the Vendor's Land Tax Liability for the Calendar Year in which Settlement takes place or for any *prior* year.

The Vendor hereby indemnifies and agrees to keep indemnified the Purchaser against any Land Tax liability that arises from the Calendar year in which Settlement takes place, or is raised, payable or levied, for any period Prior to Settlement.

This Special Condition shall not merge at Settlement and shall continue in full force and effect notwithstanding completion of Settlement.

14. WINDFALL GAINS TAX

The parties acknowledge that any Windfall Gains Tax existing on the property will not be apportioned in the adjustments as per section 10H of the Sale of Land Act 1962. The Vendor will be liable to pay any existing Windfall Gains Tax on the day of settlement.

15. SERVICES

Pending Settlement, the Vendor may, and shall be at liberty to, disconnect any utilities, including but not limited to electricity and telephone, that may be connected to and/or servicing the Property on the Day of Sale; the Purchaser shall be wholly responsible to the costs of connection of any services to the Property prior to final inspection and/or settlement and no claim shall be made against the Vendor in relation thereto.

16. RE-ADJUSTMENT on STATEMENT OF ADJUSTMENTS AFTER SETTLEMENT

Both Vendors and Purchasers agree that if a Re-Adjustment of any outstanding amounts not paid at Settlement, both parties HEREBY AGREE to Re-Adjust and pay the outstanding amount (if applicable) by the responsible party after Settlement.

General Conditions

Contract Signing

1. ELECTRONIC SIGNATURE

1.1 In this General Condition “electronic signature” means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and

(b) any reservations, exceptions, and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

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

6. VENDOR WARRANTIES

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

6.2 The warranties in General Conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land, and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings, and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land.

(b) easements over the land.

(c) lease or other possessory agreement affecting the land.

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices.

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in General Conditions 6.3 and 6.4 are subject to any contrary provisions in this Contract and disclosures in the Section 32 Statement.

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

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

11.3 If the purchaser is given the details of the vendor's date of birth under General Condition 11.2, the purchaser must:

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

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

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

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

(a) that:

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

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

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

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

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

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

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

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

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

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under General Condition 11.11.

11.13 If settlement is delayed under General Condition 11.12 the purchaser must pay the vendor:

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

13.2 The remaining provisions of this General Condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either:

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with General Conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph; and

(c) all conditions of Section 27 of the *Sale of Land Act 1962* have been satisfied.

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

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

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

14.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15. DEPOSIT BOND

15.1 This General Condition only applies if the applicable box in the particulars of sale is checked.

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

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

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

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

- (a) settlement.
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires.

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

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

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

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

15.8 This General Condition is subject to General Condition 14.2 [deposit].

16. BANK GUARANTEE

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

16.2 In this General Condition:

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

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

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

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

- (a) settlement.
- (b) the date that is 45 days before the bank guarantee expires.
- (c) the date on which this contract ends in accordance with General Condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

16.8 This General Condition is subject to General Condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
- (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.

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

18.5 This General Condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this General Condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers. To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks.
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this General Condition:

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

- (b) 'GST' includes penalties and interest.

20. LOAN

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

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

- (a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

21.1 This General Condition only applies if the applicable box in the particulars of sale is checked.

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

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

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

- (c) is not then in default.

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

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

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

22. PEST REPORT

22.1 This General Condition only applies if the applicable box in the particulars of sale is checked.

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

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land.

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

- (c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and

- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and

- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

24.2 Every vendor under this contract is a foreign resident for the purposes of this General Condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under Section 14-220 (1) of Schedule 1 to the *Taxation Administration*

Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this General Condition if the sale of the property settles.

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this General Condition despite:

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

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

24.7 The representative is taken to have complied with the requirements of General Condition 24.6 if:

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with Section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor must pay to the purchaser at settlement such part of the amount as is represented by nonmonetary consideration.

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

- (c) otherwise comply, or ensure compliance, with this general condition despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of General Condition 25.7 if:

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with Section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO-OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

27.2 A cooling off notice under Section 31 of the *Sale of Land Act 1962* or a notice under General Condition 20 [loan approval],

21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer, or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or

- (b) by pre-paid post, or

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

- (d) by email.

27.4 Any document properly sent by:

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

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

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

(d) email is taken to have been served at the time of receipt within the meaning of Section 13A of the *Electronic Transactions (Victoria) Act 2000*. 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract.

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

and

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

Default

33. INTERESTS

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GUARANTEE and INDEMNITY

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.....)

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](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Gary Albert Page and Heather Jean Page
Property:	Lot S2 (vacant land) 3 Urquhart Street, Carisbrook VIC 3464

VENDORS REPRESENTATIVE

A4 Conveyancing Pty Ltd
Suite 1, 215 Watton Street
WERRIBEE VIC 3030

Tel: 9749 8515

Fax: 9974 2900

Email: admin@a4conveyancing.com.au

Ref: 22/2954

SECTION 32 STATEMENT
Lot S2,(vacant land) 3 Urquhart Street, Carisbrook VIC 3464

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s
Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows: - None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property. – RATES NOT RATED SEPARATELY

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is in a designated bushfire- prone area under section 192A of the Building Act 1993.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

See attached certificate

SECTION 32 STATEMENT
Lot S2,(vacant land) 3 Urquhart Street, Carisbrook VIC 3464

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32H SERVICES

Service	Status
Electricity supply	Not connected
Gas supply	Not connected
Water supply	Not connected
Sewerage	Not connected
Telephone services	Not connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

32I COMMERCIAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024 (Vic) (CIPT Act)

(a) Is the Land Tax Reform Scheme land within the meaning of the CIPT Act?

NO

(b) The Australian Valuation Property Classification Code (within the Meaning of the CIPT Act) most recently allocated

SECTION 32 STATEMENT
Lot S2,(vacant land) 3 Urquhart Street, Carisbrook VIC 3464

to the land is:

AVPCC No: NOT APPLICABLE

(Unless shown otherwise on municipal rates notice or property clearance certificate in which case the AVPCC number is as shown on the municipal rates notice or property clearance certificate.

(c) If the Land is Tax Reform Scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows:

NOT APPLICABLE

TITLE

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence** Checklist
- **Register Search Statement Volume 11153 Folio 716**
- Plan of Subdivision 607695C
- Section 17 (2) © Agreement AG608497C
- Planning Property Report
- Vendors Council Rates Notice (Not rated separately)
- Municipal Land Information Certificate
- Vendors Water Notice
- Central Highlands Water Information Statement (Not rated separately)
- State Revenue Land Tax Certificate (Not rated separately)
- Heritage Certificate

SECTION 32 STATEMENT
Lot S2,(vacant land) 3 Urquhart Street, Carisbrook VIC 3464

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Gary Albert Page and Heather Jean Page

Signature/s of the Vendor


x

20-01-2026

20-01-2026

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser


x

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

Page 1 of 1

VOLUME 11153 FOLIO 716

Security no : 124129625798W
Produced 05/11/2025 02:40 PM**LAND DESCRIPTION**

Lot S2 on Plan of Subdivision 607695C.
PARENT TITLE Volume 08900 Folio 160
Created by instrument PS607695C 21/08/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
GARY ALBERT PAGE
HEATHER JEAN PAGE both of 8 KINGSTON BOULEVARD HOPPERS CROSSING VIC 3029
AM964448Y 25/07/2016

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 17(2)(C) Subdivision Act 1988
AG608497C 02/07/2009

DIAGRAM LOCATION

SEE PS607695C 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: 3 URQUHART STREET CARISBROOK VIC 3464

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS607695C
Number of Pages (excluding this cover sheet)	2
Document Assembled	05/11/2025 14:40

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS607695C

**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
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Document Identification	AG608497C
Number of Pages (excluding this cover sheet)	4
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Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE
MAKING AND RECORDING OF AN AGREEMENT

Planning & Environment Act 1987

AG608497C

02/07/2009 \$102.90 17SA



Lodged by:

Name: Robertson Hyetts Solicitors
Phone: 0354431766
Address: 386 Hargreaves Street Bendigo 3550
Ref: 132094-19
Customer Code: 1004K

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land:

N. ~~Lot S2 PS 607695C (unregistered)~~ Volume _____ Folio _____
~~being part of the land contained in Certificate of Title Volume~~
~~8900 Folio 1604~~
The land marked S2 on the attached plan

Authority: Central Highlands Region Water Corporation of 7 Learmonth Road Wendouree 3355

Section and Act under which agreement made: Section 17(2)(c) of the Subdivision Act 1988

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: *Graeme Daffin*

Date: *18th June 2009*

SUBDIVISION ACT 1988

SECTION 17(2)(c) AGREEMENT

BETWEEN:-

1. **THE BENDIGO DIOCESAN TRUSTS CORPORATION** (as successor at law to the St Arnaud Diocesan Trustees) of PO Box 2 Bendigo 3552 ("the Owner") and,
2. **CENTRAL HIGHLANDS REGION WATER CORPORATION** of 7 Learmonth Road Wendouree 3355 ("the Authority").

THIS AGREEMENT is made the 18th day of June 2009.

WHEREAS:-

- A. The Owner is the registered proprietor of Lot 2 Plan of Subdivision 91871 and being the land contained in Certificate of Title Volume 8900 Folio 160 ("the land"),
- B. The Owner proposes to subdivide the land into 2 lots as shown on proposed Plan of Subdivision 607695C Stage 1 attached ("the subdivision"),
- C. Planning Permit D147/07 issued by the Central Goldfields Shire allows the subdivision and requires the Owner to enter into an agreement with the relevant authority for the provision of water supply and sewerage facilities to each lot shown on the subdivision,
- D. The land is located within the Authority's district and the Authority is the relevant authority referred to in "C" above,
- E. The Authority would normally require the Owner to *inter alia* construct works to provide water supply and sewerage facilities to Lot S2 before the Authority would consent to the registration of the plan of subdivision, and
- F. The Owner has requested the Authority to defer its requirements until after the registration of the subdivision.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-

In consideration of the Authority agreeing to defer its requirements the Owner agrees to the following:-

1. That water supply and sewerage facilities have not been provided to Lot S2.
2. Not to build on subdivide or develop Lot S2 without providing water supply and sewerage facilities to Lot S2 in accordance with the Authority's requirements at that time.

AG608497C

02/07/2009 \$102.90

17SA



3. To do all things necessary to allow for the registration of a memorandum of this agreement on the title of Lot S2 of the Subdivision pursuant to Section 181 of the Planning and Environment Act 1987.
4. To pay all the costs of and incidental to the execution stamping and registration of this agreement and any later cancellation of the recording of the registration.
5. This agreement will bind the registered proprietors, transferees, assignees, occupiers, executors and heirs of Lot S2 of the Subdivision.

IN WITNESS WHEREOF the parties have hereto set their hands and seals the day and year first hereinbefore written.

**THE COMMON SEAL of THE BENDIGO
DIOCESAN TRUSTS CORPORATION** was
hereunto affixed in the presence of:

Registrar



THE COMMON SEAL of the CENTRAL
HIGHLANDS REGION WATER
CORPORATION was hereunto affixed in the
presence of:

John B. Bonner Chairman

Jeffrey Deaver Member
Jeffrey Deaver Managing Director



Managing Director

AG608497C

02/07/2009 \$102.90

17SA



AG608497C

02/07/2009 \$102.90 17SA

17SA

A standard linear barcode is located at the bottom of the page, consisting of vertical black lines of varying widths on a white background.

References and Acknowledgments

Received

Date / /

LR use only
PLAN REGISTERED

Time _____
Date ____ / ____

.....
Assistant Registrar of Titles

Notations

Depth Limitation

Storage

This is a staged subdivision
Planning permit No: PA147/07

Summary

This plan is based on survey

This survey has been connected to permanent marks No(s). 32, 39, 40, 60
In Proclaimed Survey Area No. —



ORIGINAL		SCALE					
SCALE	SHEET SIZE	10	0	10	20	30	40
1:1000	A3	LENGTHS ARE IN METRES					
NORTH CENTRAL LAND SURVEYING Ph: 5461 5233 Mob: 0448 884 042 P.O. Box 172 Maryborough 3465							

LICENSED SURVEYOR MICHAEL CRAIG WILSON

DATE 21/01/2009

Sheet 1 of 1 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

From www.planning.vic.gov.au at 03 December 2025 05:43 PM

PROPERTY DETAILS

Address: **3 URQUHART STREET CARISBROOK 3464**

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

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

Local Government Area (Council): **CENTRAL GOLDFIELDS** www.centralgoldfields.vic.gov.au

Council Property Number: **36620.003**

Planning Scheme: **Central Goldfields** [Planning Scheme - Central Goldfields](#)

Directory Reference: **Vicroads 557 R10**

This property has 2 parcels. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**

Urban Water Corporation: **Central Highlands Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **RIPON**

Registered Aboriginal Party: **Dja Dja Wurrung Clans Aboriginal Corporation**

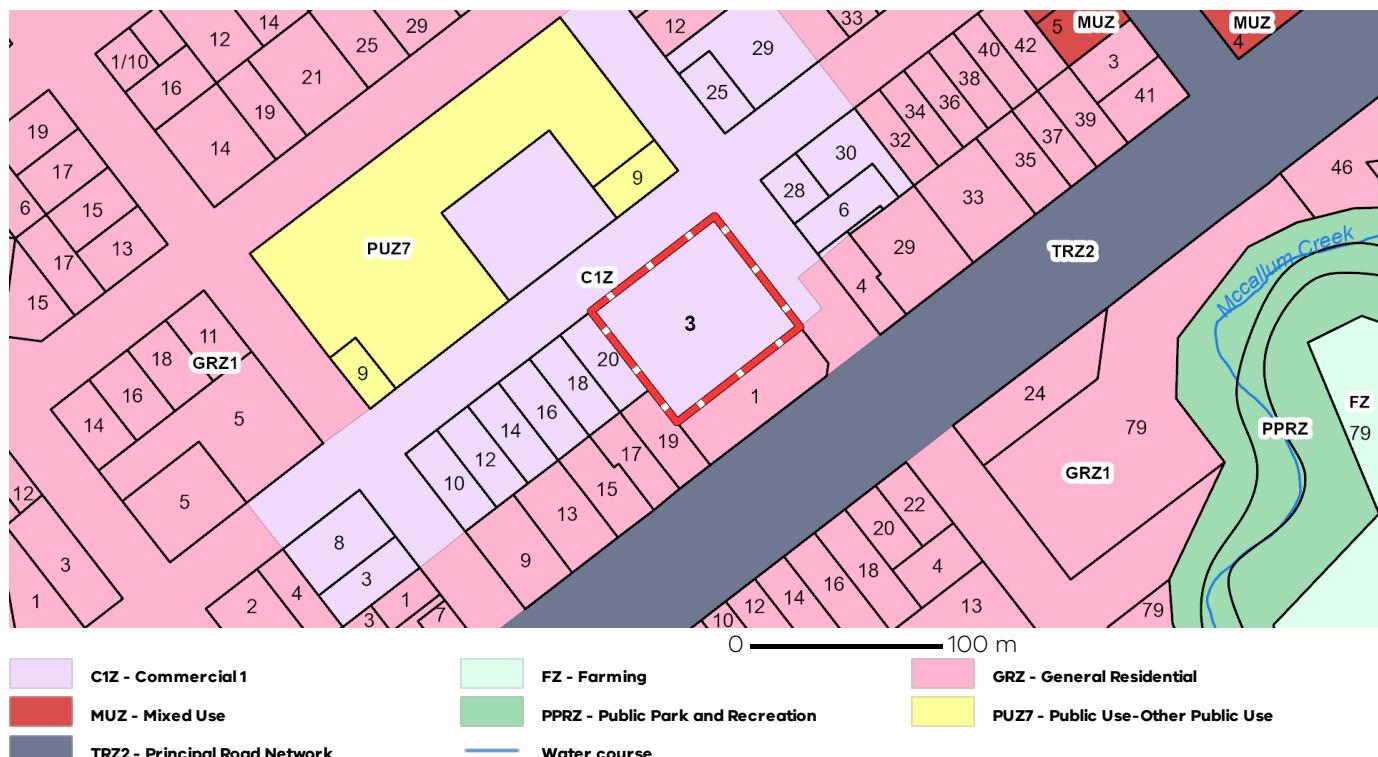
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

COMMERCIAL1ZONE (C1Z)

SCHEDULE TO THE COMMERCIAL1ZONE (C1Z)



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

Planning Overlays

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY - SCHEDULE (HO209)



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

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 2 (LSIO2)



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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

FLOODWAY OVERLAY (FO)



Further Planning Information

Planning scheme data last updated on 1 December 2025.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

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

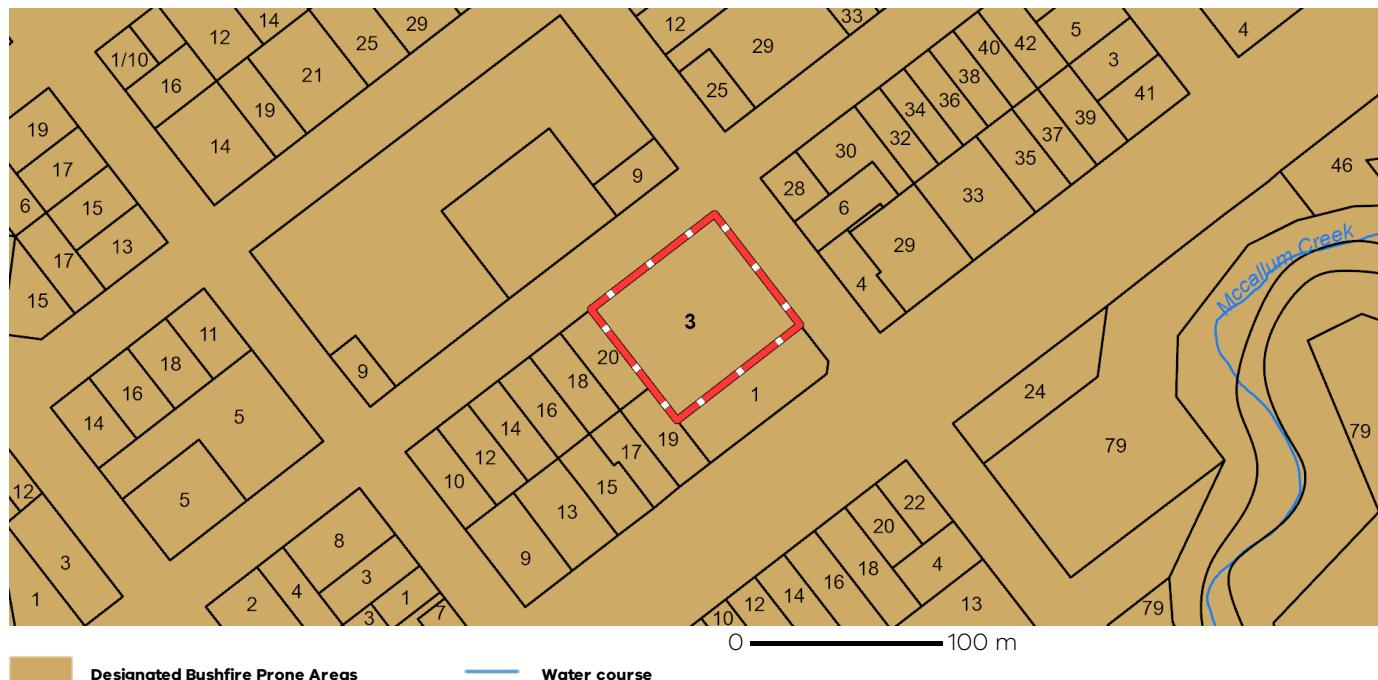
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Created at 03 December 2025 05:42 PM

PROPERTY DETAILS

Address:

3 URQUHART STREET CARISBROOK 3464

Lot and Plan Number:

This property has 2 parcels. See table below

Standard Parcel Identifier (SPI):

See table below

Local Government Area (Council):

CENTRAL GOLDFIELDSwww.centralgoldfields.vic.gov.au

Council Property Number:

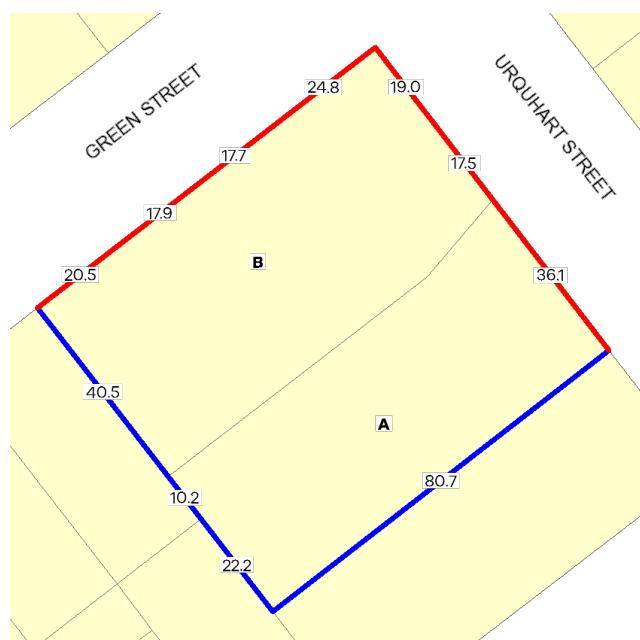
36620.003

Directory Reference:

Vicroads 557 R10

SITE DIMENSIONS

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

**Area:** 5879 sq. m**Perimeter:** 307 m

For this property:

- Site boundaries
- Road frontages

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

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

For more accurate dimensions get copy of plan at
[Title and Property Certificates](#)

PARCEL DETAILS

The letter in the first column identifies the parcel in the diagram above

Lot/Plan or Crown Description	SPI
A Lot 1 PS607695	1\PS607695
B Lot S2 PS607695	S2\PS607695

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**
Urban Water Corporation: **Central Highlands Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **RIPON**

PROPERTY REPORT



Energy,
Environment
and Climate Action

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



VALUATION RATE & CHARGE NOTICE

IT IS IMPORTANT THAT YOU READ THE FOLLOWING INFORMATION

TRANSFER OF RATING OBLIGATION

Have you transferred your rating obligation on your property?

You must supply a copy of the original rates and valuation notice to any legal identity to whom you have transferred your obligation to pay the rates associated with the property for which the notice is issued. The copy must be supplied to that legal identity to ensure they are able to meet the due dates and time lines associated with the notice.

RATE REBATES/CONCESSIONS

If you are in receipt of a pension, you may be eligible to a rebate on rates and charges. Please note that the appropriate pension card must be produced when submitting your application for a rate rebate at the Council Offices.

Applications will be received until **30th June 2026**. Provided your individual pension details have not changed, it is not necessary to re-apply for the concession each year.

If you are suffering financial hardship, you may apply to Council for a waiver or deferral of rates, charges and any penalty interest, or to make a suitable payment arrangement. Please contact the Rates Office for further information.

ALLOCATION OF RATE PAYMENTS

Payment will be allocated in the following order:

- * Legal Costs (if any)
- * Interest owing (if any)
- * Arrears owing (if any)
- * Current Rates and Charges owing

Penalty interest on any rates and charges will continue to accrue until full payment of the outstanding amount and interest accrued to the date of payment is received.

DISPOSAL OF PROPERTY FOR OVERDUE RATES AND CHARGES

Under Section 181 of the Local Government Act 1989, the Council has the power to dispose of land where:

- there are rates and charges (including enforcement costs and interest) which are more than three years overdue; and
- there is no current arrangement for the payment of the overdue rates and charges; and
- there is a court order requiring the payment or part-payment of the overdue rates and charges.

EMERGENCY SERVICES VOLUNTEER FUND

From 1 July 2025, the Fire Services Property Levy (FSPL) has been replaced by the Emergency Services and Volunteers Fund (ESVF). This is a State Government levy that Council is required to collect with rates and charges. Further information: <https://www.dtf.vic.gov.au/emergency-services-and-volunteers-fund> In accordance with section 15 of the Fire Services Property Amendment (Emergency Services and Volunteers Fund) Bill 2025, the owner may apply for an exemption, concession, discount and offset. The Land Use Classification and AVPCC code as noted on your rate notice is used for the purpose of calculating the ESVF charges only. Please note the AVPCC is not related to Land Zoning or land use planning and does not imply or infer a right of use from a land use planning perspective.

RATES AND CHARGES

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-

- (i) The valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) The application of any differential rate by Council;
- (iii) The inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Current rates and charges will be payable by lump sum or by instalments as follows:

1. in full by 15 February, 2026 or
2. by four equal instalments which are due by:
Instalment 1 - 30 September 2025
Instalment 2 - 30 November 2025
Instalment 3 - 28 February 2026;
Instalment 4 - 31 May 2026;

To pay by instalments you must pay the entire 1st instalment amount by 30th September 2025 then reminder notices for 2nd, 3rd & 4th instalments will be sent at least 14 days before each instalment is due.

PENALTY FOR LATE PAYMENT

Penalty Interest is calculated from the date when each instalment was due, regardless of whether or not the ratepayer has chosen to pay by the instalment or lump sum option.

Interest is set by The Minister under section 172(2) by notice published in the Government Gazette.

Arrears outstanding continue to accrue interest until paid in full. Service of this notice does not cancel any existing arrangement for payment of arrears or waive the right of the Shire to proceed to legal action.

NOTICE OF VALUATION

The property owned or occupied by you and described in this notice has been valued as set out overleaf. Such values are based upon the level of values in force as at 1 January 2025 and may be used by other authorities for the purpose of a rate or tax. The basis of assessment is Capital Improved Value.

VALUATION DEFINITIONS

Site Value (SV):- the value of the land without any improvements. Capital Improved Value (CIV):- the total market value of the property including all occupied land and improvements. Net Annual Value (NAV):- the estimated annual rental of the property, except for residential and farm properties where legislation requires the NAV to be 5% of the CIV. (complete definitions are contained within the Valuation of Land Act 1960).

DIFFERENTIAL RATING

Every type or class of property is subject to a differential rate in Central Goldfields Shire. **For comparison only**, based on your current CIV, if your property was reclassified each differential amount is listed below:

Differential Rate	Rate in \$	Amount
Maryborough Residential Rate	0.003270	\$1,733.10
Other Residential Rate	0.002943	\$1,559.79
Vacant Land	0.004153	\$2,201.09
Maryborough Commercial	0.005232	\$2,772.96
Other Commercial	0.004415	\$2,339.95
Industrial	0.003466	\$1,836.98
Farm Rate	0.002616	\$1,386.48

IN PERSON

Present notice intact to the Council's Customer Service Centre, 22 Nolan St, Maryborough during business hours, Monday to Friday, 9.00am to 4.00pm.

Payment may be made by: Cash; Cheques to be made payable to Central Goldfields Shire, Credit Card (Visa and MasterCard) and Debit Card (EFTPOS).

ONLINE OR BY PHONE

For credit card payments (Visa and MasterCard) visit Council's website www.centralgoldfields.vic.gov.au/Rates or Phone Customer Service on 03 5461 0610

MAIL

Cheques should be made payable to Central Goldfields Shire and posted to:

PO Box 194,
Maryborough, VIC, 3465.

Receipts issued only on request.
Postal delays will not be accepted as an excuse for late payment.

DIRECT DEBIT

To set up a direct debit arrangement to pay your rates please contact Council, or download the Direct Debit Request form from Council's website www.centralgoldfields.vic.gov.au/Rates

Post Billpay

Online

Online at auspost.com.au/postbillpay

By Phone

Phone 13 18 16 and quote the Billpay Code and reference as detailed on the front of this notice.

In-store

Payments may be made in person at Australia Post.

BPAY

Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings or credit card account.

More info: www.bpay.com.au

BPAY VIEW

Managing bills with online banking has never been easier.

BPAY View® sends your bills and statements straight to the same online bank you use to pay them, saving you from shuffling paper.

Say goodbye to paper bills! Register for BPAY View and receive, pay and store your bills in your online banking.

**CENTRAL
HIGHLANDS
WATER**

Ballarat
7 Learmonth Road
Wendouree VIC 3355

Maryborough
154 High Street
Maryborough VIC 3465

G A & H J Page
8 Kingston Blvd
HOPPERS CROSSING VIC 3029



024
R000117
R1_369

Enquiries, emergencies & faults

1800 061 514

chw.net.au

customer.enquiries@chw.net

Live chat 8.15am-5.00pm Mon-Fri

ACCOUNT NO.

147939-001

AMOUNT DUE

\$261.90

Pay By

13 Oct 2025

**PROPERTY ADDRESS
SUPPLY PERIOD**

3 Urquhart ST CARISBROOK VIC 3464
5 Jun - 5 Sep 2025

PREVIOUS BALANCE

Total payments received up to 15 September 2025
Balance carried forward

\$387.14
\$387.14 CR
\$0.00

CURRENT TRANSACTIONS

Water Volume
Water Service Charge
Wastewater Volume
Wastewater Access

\$0.00
\$61.76
\$0.00
\$200.14

Invoice No: 4258030
Issued on: 15 Sep 2025

Total amount due
Total includes GST of

\$261.90
\$0.00

Year three of our 5-year pricing plan commenced on 1 July 2025.
Our updated Pricing Schedule is available at chw.net.au

TAX INVOICE
ABN 75 224 340 348
Central Highlands Region Water Corporation

**water is
essential,
support
is too**



Confidential
financial assistance
for your water bill.

Talk to us.



CENTRAL
HIGHLANDS
WATER

OUR ACCOUNT DETAILS

ATER SERVICE CHARGE

Date from 01/07/25	Date to 05/09/25	Days 67	Rate 0.6669/day	Amount \$44.68
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Amount
\$44.68

Water service

The charge for pro-
infrastructure to your

WATER SERVICE CHARGE

Date from 05/06/25	Date to 30/06/25	Days 26	Rate 0.6569/day	Amount \$17.08
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Amount
\$17.08

Water service charge

The charge for providing water
infrastructure to your land.

WASTEWATER ACCESS

Date from 01/07/25	Date to 05/09/25	Days 67	Rate 2.1698/day	Amount \$145.38
-----------------------	---------------------	------------	--------------------	--------------------

Amount
\$145.38

Sewerage service charge

The charge for providing
sewerage infrastructure to your
land and to remove and treat any
sewage.

WASTEWATER ACCESS

Date from 05/06/25	Date to 30/06/25	Days 26	Rate 2.1063/day	Amount \$54.76
-----------------------	---------------------	------------	--------------------	-------------------

Amount
\$54.76

Sewerage service charge

The charge for providing
sewerage infrastructure to your
land and to remove and treat any
sewage.



Residential tenanted properties: Tenant pays for water usage on separate metered properties and landlord pays all other charges. Please notify us 48 hours prior to moving in or out of a property to arrange a meter reading.



Moving house: If you have vacated your property and your details have not been updated please notify us.



Concessions: If you have a Centrelink Pension, Healthcare Card or Department of Veteran Affairs Gold Card you may be eligible for a discount. Register online at chw.net.au or contact us.



Payment assistance may be available if you are having difficulty paying your bill, please contact us to discuss. To view our Customer Support Policy visit www.chw.net.au.



Special services: Hearing or speech impaired? Contact us via the National Relay Service on 13 36 77 or visit us at [https://internet-relay.nrscall.gov.au](http://internet-relay.nrscall.gov.au) Also provided is a free interpreter service. Contact the Translation and Interpreter Service on 13 14 50.



Special Needs Customers: If someone at your premises has special needs and relies on a continuous water supply including any form of life support please contact us.



Privacy: Central Highlands Water is committed to protecting the privacy of your personal information in accordance with Victoria's privacy laws. To view our Privacy Policy visit our website chw.net.au or contact us.

HOW TO PAY



Direct debit: To arrange a direct debit, register online at www.chw.net.au or contact us.



Biller Code: 1677
Ref: 147939 001 9

Contact your financial
institution to pay from your
cheque, savings or credit
account.



Centrepay: Use Centrepay to make regular deductions from your Centrelink payment. Centrepay is a voluntary and easy payment option available to Centrelink customers. Go to humanservices.gov.au/Centrepay for more information and to set-up your Centrepay deductions or contact us.



Credit card: Pay by phoning
1800 656 292 or go to chw.net.au
Ref: 147939 001 9



In person: At a Central Highlands Water office.



Post Billpay **Billpay Code:** 0336
Ref: 000 147939 001 9



Pay at any Post Office, or via
postbillpay.com.au for online
payments or phone 13 18 16 for
credit card payments.

Mail: Send a cheque with this
portion of the account to Central
Highlands Water, PO Box 152,
Ballarat VIC 3353.

POST billpay



*336 0001479390019

Account no. 147939-001

Amount due \$261.90

Pay by: 13 Oct 2025





**CENTRAL
GOLDFIELDS**
SHIRE COUNCIL

Business Centre:
12-22 Nolan Street,
Maryborough Victoria 3465
Telephone: (03) 5461 0681
Facsimile: (03) 5461 0666

**LAND INFORMATION CERTIFICATE
LOCAL GOVERNMENT ACT 1989 (SECTION 229)
LOCAL GOVERNMENT (LAND INFORMATION CERTIFICATE) -
REGULATIONS 1992**

Applicant:
A4 Conveyancing
c/o LANDATA

Assessment Id: 23946
Date: 9/03/2022
Certificate No: 14048
Applicants Ref: 62366910-020-3

This certificate provides information regarding Valuation, Rates, Charges, Other Moneys Owing and any Orders and Notices made under the Local Government Act 1958, Local Government Act 1989, or under a Local Law or By-Law of the Council and specified flood level by the Council (if any).

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

Assessment No: 36620.003	Site Value: \$140,000
Property 3 Urquhart St	Capital Improved Value: \$375,000
Location: Carisbrook	Net Annual Value: \$18,750
Registered Owners - PAGE G A & H J	Level of Value Date: 01-January-2021
Title Details: L1&S2 PS607695	Operative Date: 01-July-2021
	Area: 0.588 ha

RATES AND CHARGES LEVIED 1/07/2021 TO 30/06/2022.

	<u>Amounts Levied</u>	<u>Outstanding Amount</u>
General Area	\$1,458.37	\$364.82
Garbage Area	\$466.60	\$116.65
Municipal Chg	\$202.00	\$50.50
Fire Services Property Levy	\$136.13	\$34.03

TOTAL RATES AND CHARGES OUTSTANDING : **\$566.00**

TOTAL AMOUNT OUTSTANDING AS AT 9/03/2022	\$566.00
-------------------------------------------------	-----------------

ADDITIONAL NOTES :

EFT Details: BSB: 063 519 Account No: 1003 5469
Quote Reference Number: **36620.003**
Email: mail@cgoldshire.vic.gov.au

**LAND INFORMATION STATEMENT (Cont'd)
LOCAL GOVERNMENT ACT 1989 (Section 229)**

**NOTICES, ORDERS, OUTSTANDING OR POTENTIAL
LIABILITY/SUBDIVISIONAL REQUIREMENTS.**

- There are no monies owed for works under the Local Government Act 1958 or earlier Act.
- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963 (as amended).
- There is no potential liability for the land to become rateable under Section 173, 174 or 174A of the Local Government Act 1989.
- There is no outstanding amount required to be paid for recreational purposes or a Transfer of Land requires to be made to Council for recreational purposes under Section 17, Subdivision of Land Act 1988 of the Local Government Act 1958.
- There are no moneys owed under Section 227 of the Local Government Act 1989.
- There are no notices or orders on the land that have been served by the Council under the Local Government Act 1958, Local Government Act 1989, or any other Act or Regulation, or under a Local Law of the Council, which have a continuing application as at the date of the Certificate.

OTHER INFORMATION

This Certificate does not include any Tariff Fees of Charges Due and payable under the Water Act 1989 for this property.

A verbal confirmation of the currency of the information contained in the Certificate will be given up to 60 days after the issue date.

No Liability will be accepted for any changes that occur during the 60 day period.

A fresh Certificate must be applied for to have written confirmation.

A fee of \$24.80 has been paid for this Certificate. Receipt Attached.

I hereby certify that as at the date of issue, the information given in this Certificate is a true and correct disclosure of the Rates Charges and Other Monies and Interest Payable to the Central Goldfields Shire Council, together with any Notices or Orders referred to in the Certificate.



**MARC CASSIDY
REVENUE OFFICER**

Central Highlands Region Water Corporation

ABN/GST 75 224 340 348



CENTRAL
HIGHLANDS
WATER

7 Learmonth Road
Wendouree Victoria 3355
PO Box 152 Ballarat
Victoria 3353 Australia
Telephone 1800 061 514
Facsimile (03) 5320 3299

A 4 Conveyancing C/- Triconvey (reseller) C/-
Landata

Your Ref: 62366910-030-2
Statement No: 72885
Account No: 147939-001
Lodgement Date: 01/03/2022

Information Statement

Water Act 1989 Section 158

Statement of encumbrances, works required, outstanding matters, tariffs and other charges including outstanding amounts and other information which the Corporation considers relevant for the property known as:

3 Urquhart ST CARISBROOK

Title(s):

Lot 1, PS, 607695C, Volume 11153, Folio 715, Parish of Carisbrook
Lot S2, PS, 607695C, Volume 11153, Folio 716, Parish of Carisbrook

Owner(s):

Gary Albert Page

Heather Jean Page

Account Calculation:

Fees and Charges (including interest)	\$337.64
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Total Amount in arrears as at 01 Mar 2022:	\$337.64
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Access fees: 01 Mar 2022 (from page 2)	\$61.78
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Total Amount:	\$399.42
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Note: Central Highlands Water will perform a special meter reading on all metered properties 10-14 days prior to settlement. Enquires can be made to information.statements@chw.net.au. The lodgement date on the Information Statement is the date received, not the date of issue.

Property No: 24-2575-0420
Property Address: 3 Urquhart ST CARISBROOK

Details of services provided and their tariffs:

Water Service Charge: From 4/02/2022 To 1/03/2022 = 25 Days @ 0.5703288 Per Day = \$14.26

Wastewater Access: From 4/02/2022 To 1/03/2022 = 25 Days @ 1.9007123 Per Day = \$47.52

Encumbrances and other information:

A Water And Sewerage Supply Is Not Available To Lot S2.

The Property Is Encumbered By Sewer Main/s. Refer To The Enclosed Plan.

The information supplied on this Statement in relation to encumbrances is valid as at the date of issue only.



Acting Manager Customer Services
Central Highlands Water

Fees and Charges \$399.42



Biller Code : 1677
Ref : 147939 001 9

Melbourne Water Charges \$ 0.00



Biller Code : 1677
Ref : Not Applicable

Private Scheme Charges \$ 0.00

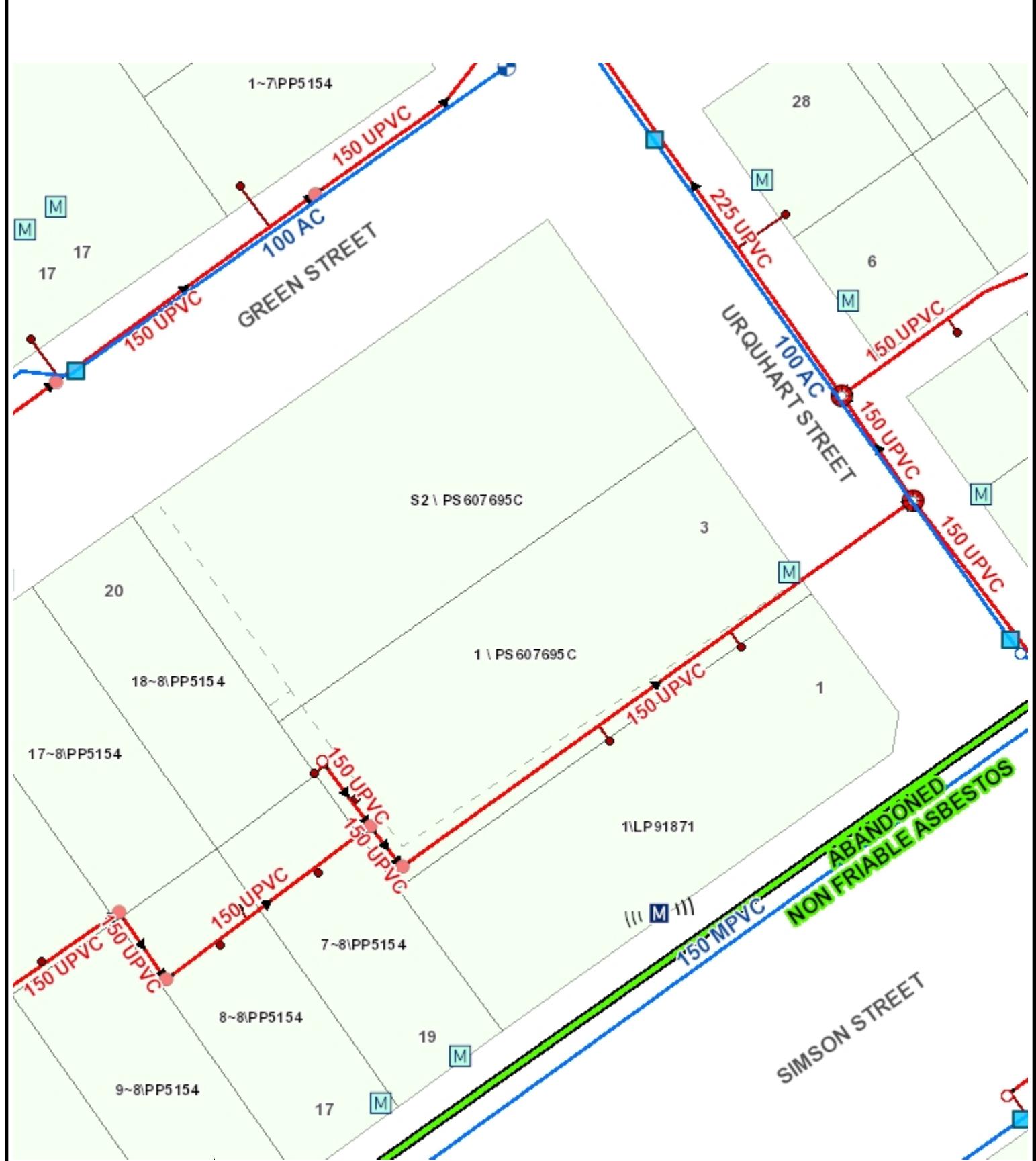


Biller Code : 1677
Ref : 147939 002 7

Contact your financial institution to pay from your cheque, savings, credit account.

Contact your financial institution to pay from your cheque, savings, credit account.

Contact your financial institution to pay from your cheque, savings, credit account.



1:805

28.1

0

14.06

28.1

Meters

Print Date: 01-Mar-2022

Print Time: 7:23:22 PM



Central Highlands Water has taken care to ensure that the location of pipes and assets shown on this plan are accurate, however, some variations from records do exist and complete accuracy cannot be guaranteed. In all instances it is essential that the position of the pipes concerned be proven on site by field survey and hand excavation. It is an offence to destroy, damage, alter or in any way interfere with any works or property of CHW (Water Act, 1989 Section 288)

Property Clearance Certificate

Land Tax



INFOTRACK / A4 CONVEYANCING

Your Reference: 22/2954
Certificate No: 94096388
Issue Date: 10 NOV 2025
Enquiries: LXO1

Land Address: 3 URQUHART STREET CARISBROOK VIC 3464

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37477117	1	607695	11153	715	\$0.00
	S2	607695	11153	716	

Vendor: HEATHER PAGE & GARY PAGE

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR GARY ALBERT PAGE	2025	\$143,782	\$1,066.29	\$0.00
				\$0.00

Comments: Land Tax of \$1,066.29 has been assessed for 2025, an amount of \$1,066.29 has been paid.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$251,619
SITE VALUE (SV):	\$143,782
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 94096388

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 = \$975.00

Taxable Value = \$143,782

Calculated as \$975 plus (\$143,782 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$2,516.19

Taxable Value = \$251,619

Calculated as \$251,619 multiplied by 1.000%.

Land Tax - Payment Options



Biller Code: 5249
Ref: 94096388

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: 94096388

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / A4 CONVEYANCING

Your Reference: 22/2954

Certificate No: 94096388

Issue Date: 10 NOV 2025

Enquires: LXO1

Land Address: 3 URQUHART STREET CARISBROOK VIC 3464

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37477117	1	607695	11153	715	\$0.00
	S2	607695	11153	716	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
N/A	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: \$251,619

SITE VALUE: \$143,782

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94096388

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



INFOTRACK / A4 CONVEYANCING

Your Reference: 22/2954

Certificate No: 94096388

Issue Date: 10 NOV 2025

Land Address: 3 URQUHART STREET CARISBROOK VIC 3464

Lot	Plan	Volume	Folio
1	607695	11153	715
S2	607695	11153	716

Vendor: HEATHER PAGE & GARY PAGE

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 94096388

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: 94096385

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: 94096385

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.

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

Page 1 of 1

VOLUME 11153 FOLIO 715

Security no : 124129625799V
Produced 05/11/2025 02:40 PM**LAND DESCRIPTION**

Lot 1 on Plan of Subdivision 607695C.
PARENT TITLE Volume 08900 Folio 160
Created by instrument PS607695C 21/08/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
GARY ALBERT PAGE
HEATHER JEAN PAGE both of 8 KINGSTON BOULEVARD HOPPERS CROSSING VIC 3029
AM964448Y 25/07/2016

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 17(2)(C) Subdivision Act 1988
AG608497C 02/07/2009

DIAGRAM LOCATION

SEE PS607695C 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: 3 URQUHART STREET CARISBROOK VIC 3464

DOCUMENT END

CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

A4 Conveyancing C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000

CERTIFICATE NO:
62366910

PROPERTY ADDRESS:
3 URQUHART STREET
CARISBROOK

PARCEL DESCRIPTION:
Lot 1 PS607695C Lot S2 PS607695C

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environ Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.

HERITAGE
VICTORIA
HERITAGE
VICTORIA
HERITAGE
VICTORIA

CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*



Executive Director

DATED: 01/03/2022

Note: This Certificate is valid at the date of issue.



Environment,
Land, Water
and Planning



CERTIFICATE OF COMPLETION

Date Generated: 20/01/2026 12:54:46 PM (AEDT)

Document Details

Subject: Vendor Statement - 3 Urquhart Street, Carisbrook, VIC, 3464

Document Pages: 58

Exchanged by: Not Applicable

Certificate Pages: 1

Exchange Date: Not Applicable

Status: Signed

No. of Signatures: 2

Signature Logs

Signer: Heather Jean Page

Email Address: garyalbertpage@gmail.com

Status: Signed

IP Address: 202.10.90.194

Supervised By: Archi Altun

Email Sent Date: 20/01/2026 11:12:29 AM (AEDT)

Signed Date: 20/01/2026 12:54:43 PM (AEDT)

Signature:

Signer: Gary Albert Page

Email Address: garyalbertpage@gmail.com

Status: Signed

IP Address: 202.10.90.194

Supervised By: Archi Altun

Email Sent Date: 20/01/2026 11:12:29 AM (AEDT)

Signed Date: 20/01/2026 12:52:53 PM (AEDT)

Signature:

Signer:

Email Address:

Status:

IP Address:

Supervised By:

Email Sent Date:

Signed Date:

Signature: