

CONTRACT OF SALE OF REAL ESTATE

PROPERTY ADDRESS: Lot 1, 5 Willow Grove, Mildura 3500

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; and
 - Vendor's Statement
- and in that order of priority.

The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of the terms of 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 sales (Section 9AA (1A) of the Sale of Land Act 1962)

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

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

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

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 full terms of this contract.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as an agent authorised in writing by one of the parties -

must be noted beneath the signature.

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

Signed by the Purchaser:

on ____/____/2020

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

Nature of authority, if applicable (e.g. "director", "attorney under power of attorney")

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

Signed by the Vendor:

on ____/____/2020

Print name(s) of person(s) signing: **GAVIN LEO RIDLEY AND JENNIFER MARGARET STEPHENSON**

Nature of authority, if applicable (e.g. "director", "attorney under power of attorney")

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

PARTICULARS OF SALE

Vendor's estate agent:

Address:

Contact Number:

Attention:

Collie & Tierney First National

67 Lime Avenue MILDURA VIC 3500

03 5021 2200

Gavin Ridley

Email: gridley@ctfnre.com.au

Choose an item.

Vendor:

Address:

Contact Number

Email

Gavin Leo Ridley and Jennifer Margaret Stephenson

5 Willow Grove MILDURA VIC 3500

0417 867 513

gridley@ctfnre.com.au

Vendor's Representative:

Address:

Contact Number:

Attention:

Mildura Property Transfers Pty Ltd

124A Eighth Street MILDURA VIC 3500

03 5022 9300

Warrick Watts

Email: warrick@mildurapropertytransfers.com.au

Purchaser:

Address:

Contact Number:

Email:

Purchaser's legal practitioner or conveyancer:

Name:

Address:

Contact Number:

Attention:

Land (general conditions 3 and 9)

The land is -

described in the table below -

Certificate of Title references

Part Certificate of Title Volume 9924 Folio 596 being Lot 1 on proposed plan of subdivision attached to the Section 32 Statement marked with the letter "A".

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location on 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.

Property Address

The address of the land is: **LOT 1, 5 WILLOW GROVE, MILDURA 3500**

Goods sold with the land (general condition 2.3(f) *(list or attach schedule)*)

Vacant land

Payment (general condition 11)

Price \$

Deposit \$

upon signing

Balance \$

payable at settlement

GST (general condition 13)

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

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If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act or of a '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

Settlement (general condition 10)

is due within 21 days of the date the Vendors give notice in writing to the Purchaser/s that the plan of subdivision has been registered.

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

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

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general condition 1.1.

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

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

* residential tenancy agreement for a fixed term ending on

OR

*periodic residential tenancy agreement determinable by notice

OR

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

Terms contract (general condition 23)

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.

Loan (general condition 14)

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

Lender: A reputable lending institution

Loan amount Sufficient to complete the sale

Approval date: Within 21 days of the date hereof

This contract does not include any special conditions unless the words special conditions appear in the box

Special conditions

1. The purchaser shall admit the identity of the property with that comprised in the documents of title thereto and shall not make any requisitions or claim any compensation in respect of any excess or deficiency whether in area, measurements, boundaries, occupation or otherwise which may at any time be disclosed by survey or otherwise nor shall the Purchaser be entitled to call on the Vendor to amend title or to bear or contribute to the expense of any amendment of title. The provisions of Condition 3 of Table A of the Seventh Schedule to the Transfer of Land Act 1958 shall not apply to this Contract.
2. The Vendor's shall at their own cost and expense prepare a Plan of Subdivision in or to the like effect of the proposed Plan of Subdivision annexed hereto and submit the same to the related Municipal Authority for sealing and shall pay for and expenses in relation thereto (including the cost of any works required to be undertaken) and shall use its best endeavours and do things reasonably required to expedite and procure the registration of the said proposed Plan. The Vendor reserves the right to make any minor alteration to the proposed Plan of Subdivision, which may be necessary to procure its registration.
 - (b) This contract is subject to and conditional upon Plan being registered within eighteen (18) months of the date hereof ("the Plan Approval Date") either party may terminate this Contract after the plan approval date but before the proposed Plan has been registered, whereupon the Vendor will refund all monies paid by the Purchaser PROVIDED ALWAYS that the Purchaser may not terminate the Contract if the Purchaser is in default under the Contract. This special condition endures for the benefit of both the Vendor and the Purchaser and may only be waived by agreement in writing.
 - (c) The settlement date shall be within 21 days from the date of the approval of the Plan of Subdivision, whichever is the later date.

3. The Purchaser hereby acknowledges that the purchase price has been reduced to the present sum to reflect the possible contribution of fencing by the Vendors and the Purchaser for themselves and their successors in title. The Purchaser covenants not to bring any claim for fencing costs against the Vendors and further the Purchaser covenants for themselves and their successors in title that should any claim be made against the Vendors under the provisions of the Fencing Act 1968 by the Purchaser or their successors in title seeking a contribution by the Vendors to the cost of boundary fencing to the said land then the contribution payable by the Vendors shall be \$10.00. This special condition shall not merge upon settlement and shall enure for the benefit of the Vendors.

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 (e.g. 5a, 5b, 5c, etc.)

1. Whole agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent 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 in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract

2. Planning Schemes

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

3. Acceptance of title

General condition 12.4 is added:

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.

4. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

5. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

6. Foreign resident capital gains withholding

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

6.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.

6.3 This special condition only applies 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 is or will have a market value of \$750,00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

6.4 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.

6.5 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 in this special condition; and

- (b) ensure that the representative does so.

- 6.6 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 special 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 special 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.

- 6.7 The representative is taken to have complied with the obligations in special condition 6.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 6.8 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.

- 6.9 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 of *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.

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

6A GST Withholding

- 6A.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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 6A.2 This special condition 6A applies if the purchaser is 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 special condition 6A is to be taken as relieving the vendor from compliance with section 14-255.
- 6A.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 6A.4 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 special condition; and
 - (b) ensure that the representative does so.
- 6A.5 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 special 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 special 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.
- 6A.6 The representative is taken to have complied with the requirements of special condition 6A.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 6A.7 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 settlement system described in special condition 6A.6.
- However, if the purchaser gives the bank cheque in accordance with this special condition 6A.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 6A.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 6A.9 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.
- 6A.10 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.
- 6A.11 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 the vendor's failure, including breach of a warranty in special condition 6A.10; or
 - (b) the purchaser's 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.
- 6A.12 This special condition will not merge on settlement.

7. Electronic Conveyancing Special Condition

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked "EC"

EC

- 7.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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*.
- 7.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 7.3 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*
 - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 7.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 7.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 7.6 Settlement occurs when the workspace records that:
- (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: 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.
- 7.7 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 locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 7.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 7.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent names 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 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
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 7.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.
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8. **Director's Guarantee and Warranty**
In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.
9. **Auction**
The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.
10. **Deposit**
The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

TITLE

1. Encumbrances

- 1.1 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1 The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2 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.
- 2.3 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 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.
- 2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5 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**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

3. Identity of the land

- 3.1 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.
- 3.2 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.

4. Services

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

The vendor must obtain any necessary consent or licence required for the sale. 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.

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
 - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, 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.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

9. 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.

10. Settlement

10.1 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.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 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.

11.2 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.

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronically transferring the payment in the form of cleared funds.

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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.

- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the reasonable 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 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.

- 12.2 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.

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

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

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.

However, the purchaser must pay to the vendor any GST payable by the vendor:

- (a) 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
- (b) if 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 does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

- 13.2 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 the particulars of sale specify that the price is 'plus GST'.

- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

- 13.4 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.

- 13.5 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.

- 13.6 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.

- 13.7 This general condition will not merge on either settlement or registration.

13.8 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.

14. Loan

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

- 15.1 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.
- 15.2 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.

TRANSACTIONAL

16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

- 17.1 Any document sent by –
- (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
 - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
 - (d) by email

- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. 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.

20. 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.

21. Notices

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. 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.

23. Terms contract

23.1 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.

23.2 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.

24. Loss or damage before settlement

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

24.2 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.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 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 24.2 at settlement.

24.5 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.

- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. Interest

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

27. Default notice

- 27.1 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.

- 27.2 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.

28. Default not remedied

- 28.1 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.

- 28.2 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.

- 28.3 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.

- 28.4 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.

- 28.5 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.....

)

SECTION 32 STATEMENT

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

Vendor:	Gavin Leo Ridley and Jennifer Margaret Stephenson
Property:	Lot 1, 5 Willow Grove MILDURA VIC 3500 Being Lot 1 in proposed Plan of Subdivision attached hereto and marked with the letter "A" and being part of the land contained in Certificate of Title Volume 9924 Folio 596.



VENDORS REPRESENTATIVE
Mildura Property Transfers Pty Ltd

PO Box 1012
MILDURA VIC 3502

Tel: 03 5022 9300
Email: warrick@mildurapropertytransfers.com.au

Ref: Warrick Watts

SECTION 32 STATEMENT
LOT 1, 5 WILLOW GROVE MILDURA VIC 3500

1. FINANCIAL MATTERS

- (a) 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 -

Provider	Amount (& interest if any)	Period
Mildura Rural City Council	Not yet separate rated	
Lower Murray Water	Not yet separately rated	

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.

- (b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

2. 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
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

3. 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.

SECTION 32 STATEMENT
LOT 1, 5 WILLOW GROVE MILDURA VIC 3500

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:

Responsible Authority: See attached Property Report

Zoning:

Planning Overlay/s:

4. NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge 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
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

5. 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):-

Is contained in the attached Certificate.

6. OWNERS CORPORATION

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

- (2) ~~Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act 1987*);~~
~~any certificate of release from liability to pay;~~

SECTION 32 STATEMENT
LOT 1, 5 WILLOW GROVE MILDURA VIC 3500

- ~~any certificate of deferral of the liability to pay;~~
- ~~any certificate of exemption from the liability to pay;~~
- ~~any certificate of staged payment approval;~~
- ~~any certificate of no GAIC liability;~~
- ~~any notice given under that Part providing evidence of the grant of a reduction of the whole or part of the liability to pay;~~
- ~~any notice given under that Part providing evidence of an exemption of the liability to pay;~~

OR

- ~~a GAIC certificate relating to the land issued by the Commissioner under the *Planning and Environment Act 1987*.~~

8. SERVICES

Service	Status
Electricity supply	Not Connected
Gas supply	Not Connected
Water supply	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 their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

9. TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* 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.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -

SECTION 32 STATEMENT
LOT 1, 5 WILLOW GROVE MILDURA VIC 3500

- (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
- (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

10. DUE DILLIGENCE CHECKLIST

The Sale of Land Act 1962 provides that the Vendor or the Vendor's Licensed Estate Agent must make a prescribed due diligence checklist available to the Purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided but the checklist has been attached as a matter of convenience.

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Gavin Leo Ridley and Jennifer Margaret Stephenson

Signature/s of the Vendor

x

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

Register Search Statement - Volume 9924 Folio 596

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

VOLUME 09924 FOLIO 596

Security no : 124081447339M
Produced 04/02/2020 10:53 AM

LAND DESCRIPTION

Land in Plan of Consolidation 171839H.

PARENT TITLES :

Volume 08933 Folio 121 Volume 09913 Folio 967

Created by instrument CP171839H 02/01/1990

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

JENNIFER MARGARET STEPHENSON of 5 WILLOW GROVE MILDURA VIC 3500

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

GAVIN LEO RIDLEY of 5 WILLOW GROVE MILDURA VIC 3500

AS034676V 25/03/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS034677T 25/03/2019

AFSH NOMINEES PTY LTD

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP457523D 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: 5 WILLOW GROVE MILDURA VIC 3500

ADMINISTRATIVE NOTICES

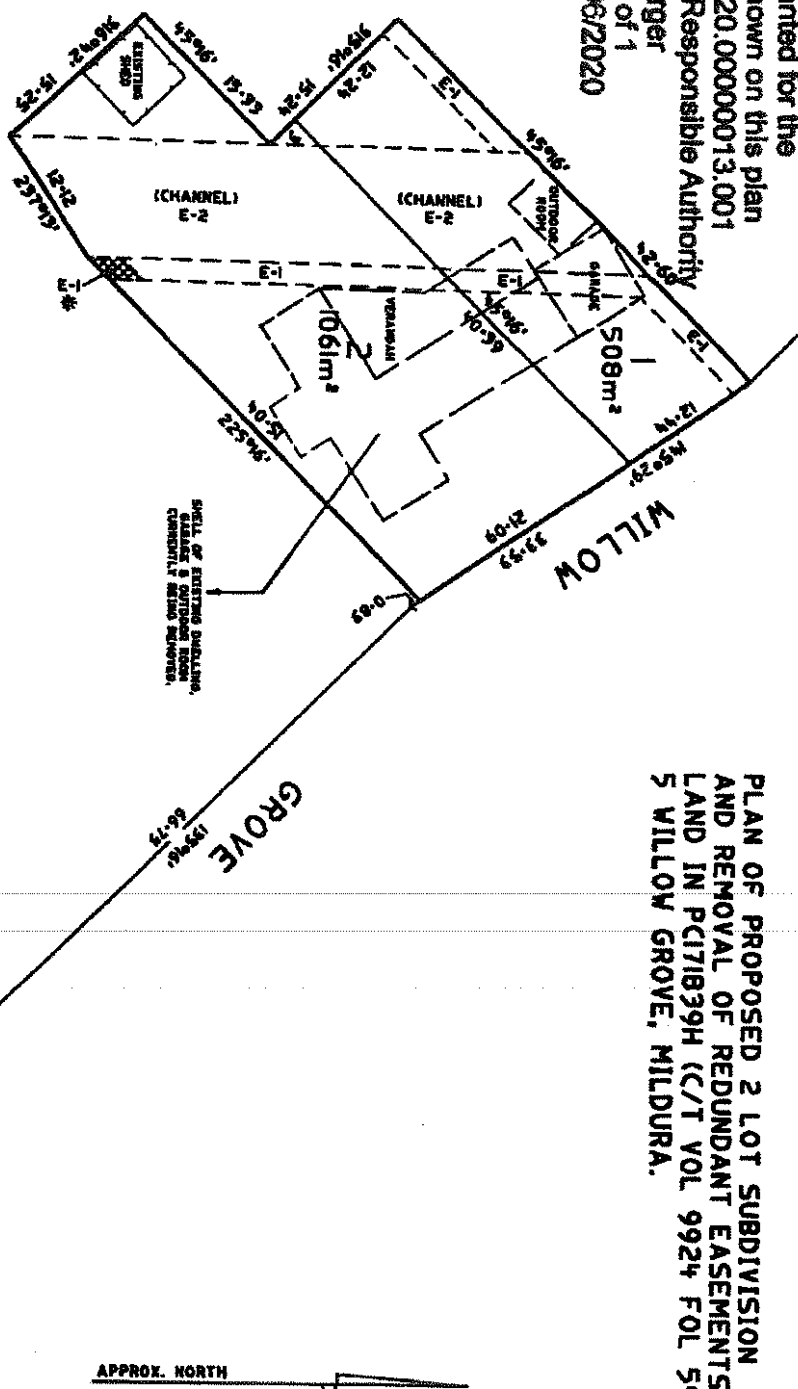
TITLE PLAN		EDITION 1	TP 457523D
Location of Land Parish: MILDURA Township: Section: Crown Allotment: Crown Portion: Last Plan Reference: CP 171839H Derived From: VOL 9924 FOL 596 Depth Limitation: NIL		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN	
Description of Land / Easement Information <div style="float: left; width: 30%;"> <p>ENCUMBRANCES</p> <p>THE RESERVATION AND CONDITIONS CONTAINED IN INSTRUMENT OF TRANSFER 335490</p> <p>AS TO THE LAND SHOWN MARKED "E-1"</p> <p>THE DRAINAGE AND SEWERAGE EASEMENTS (IF ANY) EXISTING OVER THE SAME BY VIRTUE OF SECTION 98 OF THE TRANSFER OF LAND ACT SEE PLAN OF SUBDIVISION No.20151</p> <p>AS TO THE LAND SHOWN MARKED "E-2"</p> <p>THE WATER SUPPLY EASEMENTS (IF ANY) EXISTING OVER THE SAME BY VIRTUE OF SECTION 98 OF THE TRANSFER OF LAND ACT SEE PLAN OF SUBDIVISION NO.20151</p> </div> <div style="float: right; width: 65%; border: 1px solid black; padding: 5px;"> THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 19/08/2002 VERIFIED: AP </div>			
LENGTHS ARE IN METRES Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets	

PLANNING & ENVIRONMENT ACT 1987 MILDURA PLANNING SCHEME

Approval is granted for the
use/development shown on this plan
PERMIT NO. 005.2020.0000013.001
For and on behalf of the Responsible Authority

Tim Berger
Page 1 of 1
DATE 19/06/2020

PLAN OF PROPOSED 2 LOT SUBDIVISION
AND REMOVAL OF REDUNDANT EASEMENTS E-1 & E-2
LAND IN PC171839H (C/T VOL 9924 FOL 596)
5 WILLOW GROVE, MILDURA.



NOTES:

- PLAN FOR PLANNING PURPOSES ONLY.
- DIMENSIONS AND DETAILS SHOWN ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY & APPROVAL.
- ALL EXISTING EASEMENTS ARE TO BE REMOVED, NEW EASEMENT TO LOWER HIGHWAY LIBRARY & RURAL WATER CORPORATION (LWV) TO BE CREATED OVER THAT PART OF E-1 SHOWN CROSS HATCHED.
- # DIMENSION TO BE DETERMINED IN CONSULTATION WITH LWV.
- E-1 - DENOTES REDUNDANT EXISTING DRAINAGE AND SEWERAGE EASEMENT VIDE LP2019 TO BE REMOVED.
- E-2 - DENOTES REDUNDANT EXISTING WATER SUPPLY EASEMENT VIDE LP2020 TO BE REMOVED.

FREEMAN & FREEMAN

LAND SURVEYORS

PO BOX 2135, MILDURA VIC 3502
TELEPHONE: (03) 50236239
EMAIL: ffr@veyendble.com.au

ORIGINAL	SCALE
AS SHOWN	1:1000
AS SHOWN	1:1000
LENGTHS ARE IN METRES	

REF 9762/P
DATE APRIL 2020
VERSION 4

"A"



Mildura Rural City Council

File: 005.2020.00000013.001
19 June 2020

Mr Robert Freeman
Freeman & Freeman
PO Box 2135
MILDURA VIC 3502

ffsurvey@ncable.com.au

Dear Robert

**TWO LOT SUBDIVISION & REMOVAL OF EASEMENTS
5 WILLOW GROVE MILDURA
YOUR REF: 9762**

Following advice from the Victorian Civil and Administrative Tribunal that no appeals have been lodged in the prescribed time, please find enclosed the Planning Permit 005.2020.00000013.001.

Please ensure that you read the conditions relating to this permit carefully, as Council's approval is subject to the proposal complying with all permit conditions. In addition, any plan endorsed under this permit forms part of the permit and cannot be amended without Council's written consent.

The granting of this permit does not absolve the person to whom it is granted, or any other person, from complying with any other local law, statute or regulation, including obtaining a building permit if required.

Should you require any further information, please contact Mr Joshua Larder, Town Planner, on (03) 5018 8443.

Yours sincerely

**TIM BERGER
SENIOR STATUTORY PLANNER**

enc

Copy to: Lower Murray Water (SN20/006964)

TB/cd

ABN 42 498 937 037
P PO Box 105, Mildura, Victoria 3502
DX 50014, Mildura
www.mildura.vic.gov.au

T 03 5018 8100
F 03 5021 1899
E mrrc@mildura.vic.gov.au

Deakin Avenue Service Centre 76 Deakin Avenue, Mildura
Madden Avenue Service Centre 108 Madden Avenue, Mildura
Ouyen Service Centre 79 Oke Street, Ouyen



PLANNING PERMIT

(Form 4)

Application No: 005.2020.00000013.001

Planning Scheme: Mildura Planning Scheme

Responsible Authority: Mildura Rural City Council

ADDRESS OF THE LAND:

5 Willow Grove MILDURA, CP 171839H SEC 78 BLK D

THE PERMIT ALLOWS:

Subdivision of the land into two (2) lots and removal of easements E-1 and E-2 from CP171839H

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- (1) The subdivision as shown on the endorsed plans must not be altered or modified in any way without the prior written consent of the Responsible Authority.
- (2) The plan of subdivision submitted for certification must show removal of Easements E-1 and E-2 in accordance with the endorsed plans forming part of this permit.
- (3) The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
- (4) All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is created.
- (5) The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.
- (6) The owner of the land must enter into an agreement with:
 - a) a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - b) a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:

Date Issued: 19 June 2020

Digitally signed by: **TIM BERGER**
SENIOR STATUTORY
PLANNER
FOR MILDURA RURAL
CITY COUNCIL



PLANNING PERMIT

(Form 4)

Application No: 005.2020.00000013.001

Planning Scheme: Mildura Planning Scheme

Responsible Authority: Mildura Rural City Council

ADDRESS OF THE LAND:

5 Willow Grove MILDURA, CP 171839H SEC 78 BLK D

THE PERMIT ALLOWS:

Subdivision of the land into two (2) lots and removal of easements E-1 and E-2 from CP171839H

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- c) a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
 - d) a suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in any area where the National Broadband Network will not be provided by optical fibre.
- (7) Prior to the issue of a Statement of Compliance for the subdivision hereby approved, the outbuilding located on Lot 2 must be removed from the land and photographic evidence provided to the satisfaction of the Responsible Authority.
- (8) Prior to the issue of a Statement of Compliance for the subdivision hereby approved, the permit holder must pay a public open space contribution of 2% of the value of the land in accordance with Section 18 of the *Subdivision Act 1988*.

MRCC ENGINEERING

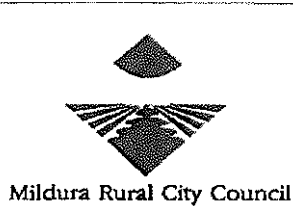
- (9) Prior to certification of the plan of subdivision, a drainage design plan must be submitted detailing how the subdivision is to drain to the satisfaction of the Responsible Authority.
- (10) All works required as per the endorsed drainage plan must be completed prior to the issue of a Statement of Compliance.
- (11) A new concrete driveway must be constructed to service Lot 2 prior to the issue of a Statement of Compliance. A road opening permit must be obtained prior to driveway works commencing.

LOWER MURRAY WATER

- (12) The plan of subdivision submitted for certification under the *Subdivision Act 1988* must be referred to Lower Murray Water pursuant to Section 8 of that Act.

Date Issued: 19 June 2020

Digitally signed by: **TIM BERGER**
SENIOR STATUTORY
PLANNER
FOR MILDURA RURAL
CITY COUNCIL



PLANNING PERMIT

(Form 4)

Application No: 005.2020.00000013.001

Planning Scheme: Mildura Planning Scheme

Responsible Authority: Mildura Rural City Council

ADDRESS OF THE LAND:

5 Willow Grove MILDURA, CP 171839H SEC 78 BLK D

THE PERMIT ALLOWS:

Subdivision of the land into two (2) lots and removal of easements E-1 and E-2 from CP171839H

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- (13) The requirements of Lower Murray Water must be met, in regard to the provision of water supply and sewerage services to the land, including payment of all associated costs prior to the Corporation agreeing to the issue of a Statement of Compliance.
- (14) The holder of this permit or authorised agent must meet Lower Murray Water's requirements regarding easements in favour of Lower Murray Urban and Rural Water Corporation prior to the submission of any plan of subdivision for certification.

PERMIT EXPIRY

- (15) This permit will expire if one of the following circumstances applies:

- a) The subdivision is not certified within two years of the date of this permit.
- b) The subdivision is not completed within five years of the date of certification.

The permit time may be extended pursuant to Section 69 of the Planning and Environment Act 1987 if a written request is received before the permit expires or within 6 months of the expiry date if the Plan of Subdivision has not been certified.

Date Issued: 19 June 2020

Digitally signed by: TIM BERGER
SENIOR STATUTORY
PLANNER
FOR MILDURA RURAL
CITY COUNCIL

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit. (Note: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.)

WHEN DOES A PERMIT BEGIN?

A permit operates:

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

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the Subdivision Act 1988.
2. A permit for the use of land expires if—
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the Planning and Environment Act 1987, or to any combination of use, development or any of those circumstances requires the certification of a plan under the Subdivision Act 1988, unless the permit contains a different provision—
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

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



Mildura Rural City Council

Internal Use Only



TAX INVOICE

ABN 42 498 937 017

Mr G L Ridley & Ms J M Stephenson
5 Willow Grove
MILDURA VIC 3500



033

Total Rates & Charges For this Year

\$2,997.61

Refer below for payment options

Rate and Valuation Notice

1 July 2019 to 30 June 2020

Property Location & Description
5 Willow Grove MILDURA VIC 3500
CP 171839H SEC 78 BLK D

AVPCC: 110 - Detached Home

RATING DETAILS

Residential Rate
Waste Management

0.0064303	388000	\$2,494.96
366.04	1	\$366.04

VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

Residential Fire Levy (Fixed)
Residential Fire Levy (Variable)

111.00	1	\$111.00
0.000066	388000	\$25.61

TOTAL AMOUNT

\$2,997.61

Payment in full	Or	1st Instalment	2nd Instalment	3rd Instalment	4th Instalment
Due 15 Feb 2020 \$2,997.61		Due 30 Sep 2019 \$749.41	Due 30 Nov 2019 \$749.40	Due 29 Feb 2020 \$749.40	Due 31 May 2020 \$749.40

Note: If full payment of the 1st Instalment isn't received by the due date, this account will automatically default to the Payment in Full option and you will not receive reminder instalment notices.
Please refer to the reverse side of this notice for information relating to penalties for late payment.

Payment Slip

Mr G L Ridley & Ms J M Stephenson
5 Willow Grove MILDURA VIC 3500
Assessment No: 8100

Payment In Full: \$2,997.61
Or 1st Instalment: \$749.41



Biller code: 93922
Ref: 81000

BPAY this payment via Internet or phone banking.
BPAY View® View and pay this bill using internet banking.
BPAY View Registration No.: 81000

POST billpay



Full Payment 41 81000



Post Billpay Biller code: 0041
Ref: 81000

Pay in person at any post office, phone
13 18 16 or go to postbillpay.com.au

Centrepay Ref:
555 054 7308

Internal Use Only



MILDURA

741 - 759 Fourteenth Street Mildura 3500
 PO Box 1438 Mildura 3502
 AUSDOC DX 50023
 Tel: (03) 5051 3400 Fax: (03) 5051 3480
 Office Hours 8.00am - 5.00pm Monday - Friday
SWAN HILL
 73 Beveridge Street Swan Hill 3585
 PO Box 1447 Swan Hill 3585
 AUSDOC DX 30164
 Tel: (03) 5036 2150 Fax: (03) 5036 2180
 Office Hours 8.00am - 5.00pm Monday - Friday



24 Hour Supply Emergency
1800 808 830



ABN 18 475 808 826
 www.lmw.vic.gov.au

KERANG

56 Wellington Street Kerang 3579
 PO Box 547 Kerang 3579
 AUSDOC DX 57908
 Tel: (03) 5450 3960 Fax: (03) 5450 3967
 Office Hours 8.00am - 1.00pm Monday - Friday

Reference No. 009212

URBAN ACCOUNT

Amount Due \$241.46

Due Date 16-AUG-2019

Date Of Issue 9/07/2019

Tariffs and Charges Notice
 1st Quarter 2019/20
 01/07/2019 - 30/09/2019

POST *850 700092125

Property Address : 5 WILLOW GROVE MILDURA VIC 3500 (Prop:9212) - Urban Account
 CP 171839H Blk D Sec 78 Vol 9924 Fol 596

Water Service Tariff
 Water by Measure Chg-Info on reverse
 Sewerage Service Tariff

Charge	Balance
80.87	80.87
38.40	38.40
122.19	122.19

TOTAL OWING \$241.46



Payments/Credits since last Notice \$202.35

Our Customer Charters have been updated and are available on our website at www.lmw.vic.gov.au or by contacting our office.

Payment Slip - Methods of Payment

Online at lmw.vic.gov.au - Pay your Account



Direct Debit
 Please contact your local office.



Centrepay
 Use Centrepay to arrange regular deductions from your Centrelink payment, simply call any Lower Murray Water Office.



Billpay Code: 0850
Ref: 7000 9212 5

Pay in person at any Post Office.



Biller Code: 78477
Ref: 7000 9212 5

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

009212

5 WILLOW GROVE MILDURA VIC 3500 (Prop:9212) - Urban Account



*850 700092125

\$241.46



Biller Code: 78477
Ref: 7000 9212 5

BPAY - Make this payment via internet or phone banking.
BPAY View - Receive, view and pay this bill using internet banking.
BPAY View Registration No: 7000 9212 5

Amount Due

\$241.46

Payment Ref: 7000 9212 5



By Phone
 Pay by phone (03) 8672 0582.
 Standard call charges apply.

See reverse for In Person and By Mail options

BUILDING PERMIT

Regulation 37(1) Building Act 1993 Building Regulations 2018
CBS-U 57014 / 3566420250044/0



95 Pine Avenue
Mildura VIC 3500

P 03 5023 4826
E

reception@regionalbuilding.com.au

Issued to

Owner Gavin Ridley & Jennifer Stephenson
Postal Address 5 Willow Grove
MILDURA VIC
Postcode 3500
Email gridley@ctfnre.com.au

Address for service or giving of documents

Postal Address 5 Willow Grove, MILDURA VIC
Postcode 3500
Contact person Gavin Ridley **Telephone** 0417 867 513

Property details

Number 5 **Street/Road** Willow Grove **Suburb** MILDURA **Postcode** 3500
Lot/s **LP/PS** CP171839 **Volume** **Folio**
Crown allotment **Section** **Parish** MILDURA **County** **Site Area** 0m2
Municipal District Mildura Rural City Council

Builder

Name FWG Contracting (Vic) Pty Ltd
ACN **Telephone** 03 5021 2222 **Other** 0409 212 222
Building practitioner registration no CBD-M 57714
Postal Address PO Box 3200, MILDURA **State** VIC **PC** 3502

This builder is specified under subsection 24B(2) (a) of the Building Act 1993 for the building work to be carried out under this permit.

Natural person for service of directions, notices and orders (if builder is a body corporate)

Name Andrew Forbes-Wilson **Mobile** 0409 212 222
Postal Address PO Box 3200, MILDURA VIC **Postcode** 3502

Building practitioner or architect engaged to prepare documents for this permit

Full Name	Category/class	Registration No
Duncan Hocking	Draftsman	DP-AD 27413
FWG Contracting (Vic) Pty Ltd	Builders	CBD-M 57714

***Details of relevant planning permit**

Planning permit no: **Date of grant of planning permit:**

Nature of building work

Demolition of a detached dwelling, garage and shed

Storeys contained	1	Rise in storeys (for Class 2-9 building only)	N/A
Effective height	0	Version of BCA applicable to permit	2019
Type of Construction	N/A		

Stage of building work permitted

All Works

Cost of building work \$15,000.00
Total floor area of new building work in m² 0m²

Building classification

Part of Building	Building Class
Dwelling	1a
Garage	10a
Shed	10a

Prescribed Reporting Authorities

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Prescribed reporting authority	Matter reported on or consented to	Regulation
Mildura Rural City Council	Report and consent for the demolition of a building	Section 29A

Protection work

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

Inspection requirements

The mandatory notification stages are:

- Final Inspection at completion of all work

Occupation or use of building

A certificate of final inspection is required at the completion of these works.

Commencement and completion

This building work must commence by 03 Feb 2021

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

This building work must be completed by 03 Feb 2022

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

Conditions

This building permit is issued subject to the following conditions

1. Please provide an asbestos clearance certificate upon removal of asbestos material, prior to completing the demolition of the remaining building

Certificates

- Asbestos Clearance Certificate

Relevant building surveyor

Name: Regional Building Consultants Pty Ltd
ACN: 126 102 994
Address: 95 Pine Avenue, Mildura VIC 3500
Email: wayne@regionalbuilding.com.au
Building practitioner registration no: CBS-U57014

Designated building surveyor

Name: Wayne D. Wilkie Building practitioner registration number: BS-U 1070

Permit No.: CBS-U57014 / 3566420250044 / 0

Date of issue of permit: 03 Feb 2020

Signature:



BUILDING PERMIT CONDITIONS

1. All works authorised by this permit shall comply with the provisions of the Building Act 1993, Building Regulations 2018, Building Code of Australia, other relevant codes and any Local Laws of the Municipality. No Variation from the approved documents shall be permitted without the consent of the relevant Building Surveyor. The owner and/or builder is responsible to obtain any other relevant permits or consents prior to commencing work.
2. Pursuant to regulation 41 of the Building Regulations 2018, the person in charge of the building works is to display a sign on the building site at all times. The sign must include the name, registered numbers and contact details of the builder and building surveyor and the building permit number & date.
3. The owner and/or builder shall be responsible to define the boundaries of the allotment.
4. All timber framing to comply with AS 1684 – National Timber Framing Code, or Victorian Timber Framing Manual. **Truss details to be submitted for approval prior to commencement of framing.**
5. The building is in an area designated by the Municipality as likely to be subject to infestation by termites and shall be protected in accordance with Building Code of Australia B1.3 (J) and AS3660.1. It is the owners responsibility to carry out regular inspections (12 months maximum) of the building for evidence of termite activity.
6. It is not the responsibility of the relevant building surveyor to confirm compliance with any section 173 agreement, covenant or other restriction which may be shown on title and by issuing this permit the relevant building surveyor does not warrant that the works authorised by this permit will comply with any section 173, covenant or other restriction which may be shown on title.
7. Applicant to obtain all necessary Road Opening, Crane and Hoarding Permits as required by the Relevant Council. Contact must be made with Council's Engineering Department to determine which relevant permit/s are required prior to commencement of works.
8. All construction shall meet the performance requirements of Section 2 /B.1 as applicable, of the Building Code of Australia.
9. The builder must ensure that all energy efficiency requirements listed in the energy efficiency report have been complied with and a signed copy of the compliance certificate is to be submitted to this office.
10. The owner and builder must consult with the relevant sewerage authority and local council to ensure that the proposed works do not affect any drains or sewers and that the works comply with the requirements of those authorities.
11. A certificate of completion under Section 221ZH of the Building Act 1993 for plumbing work on this project is to be submitted to this office prior to the issue of an Occupancy or Final Certificate

FORM 17
Building Act 1993, Regulation 200
Building Regulations 2018
CERTIFICATE OF FINAL INSPECTION



Issued to owner

Gavin Ridley & Jennifer Stephenson
5 Willow Grove
MILDURA 3500

Agent

Andrew Forbes-Wilson
FWG Contracting Pty Ltd
PO Box 3200
MILDURA 3502

95 Pine Avenue
Mildura VIC 3500

P 03 5023 4826
E
reception@regionalbuilding.com.au

Property details

Number	5	Street/Road	Willow Grove	Suburb	MILDURA	Postcode	3500
Lot/s		LP/PS	CP171839	Volume		Folio	
Crown allotment		Section		Parish	MILDURA	County	
Municipal District	Mildura Rural City Council						

Building permit details

Building permit number CBS-U 57014 /3566420250044/0
Version of BCA applicable to building permit 2019

Nature of works

Demolition of a detached dwelling, garage and shed

Description of building work

Part of building	Permitted use	BCA Class of building
Garage	Garage	10a
Shed	Shed	10a
Dwelling	Dwelling - detached	1a

Maintenance determination

A maintenance determination is not required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

Relevant building surveyor

Name: Regional Building Consultants Pty Ltd
Address: 95 Pine Avenue Mildura VIC 3500
Email: reception@regionalbuilding.com.au
Building practitioner registration no.: CBS-U 57014

Designated building surveyor

Name: Wayne D. Wilkie
Address: 95 Pine Avenue Mildura VIC 3500
Email: wayne@regionalbuilding.com.au
Signature:

Certificate No.

CBS-U 57014 /3566420250044/0

Date of issue:

16. April 2020

Date of final inspection: 15. April 2020

PLANNING PROPERTY REPORT



VICTORIA
State
Government

Environment,
Land, Water
and Planning

From: www.planning.vic.gov.au on 04 February 2020 10:55 AM

PROPERTY DETAILS

Address: **5 WILLOW GROVE MILDURA 3500**
Lot and Plan Number: **Plan CP171839**
Standard Parcel Identifier (SPI): **CP171839**
Local Government Area (Council): **MILDURA**
Council Property Number: **8100**
Planning Scheme: **Mildura**
Directory Reference: **VicRoads 535 N5**

www.mildura.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/mildura

UTILITIES

Rural Water Corporation: **Lower Murray Water**
Urban Water Corporation: **Lower Murray Water**
Melbourne Water: **outside drainage boundary**
Power Distributor: **POWERCOR**

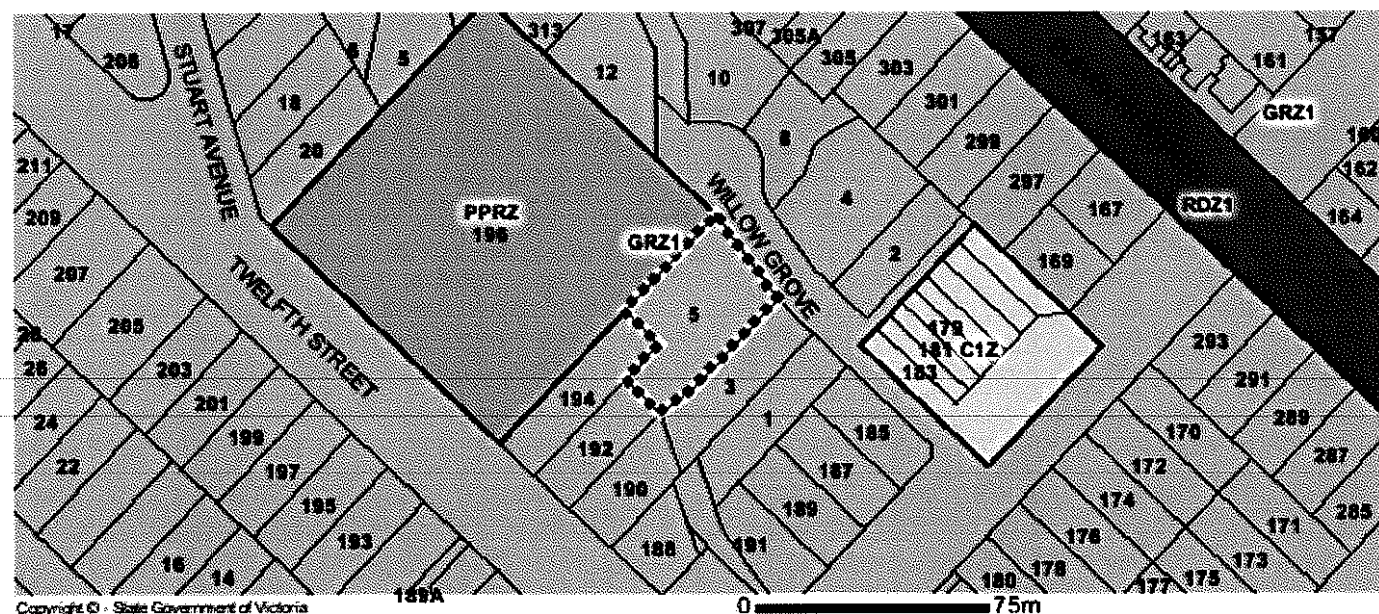
STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **MILDURA**

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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Legend:

- C1Z - Commercial 1
- GRZ - General Residential
- PPRZ - Public Park & Recreation
- RDZ1 - Road - Category 1

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

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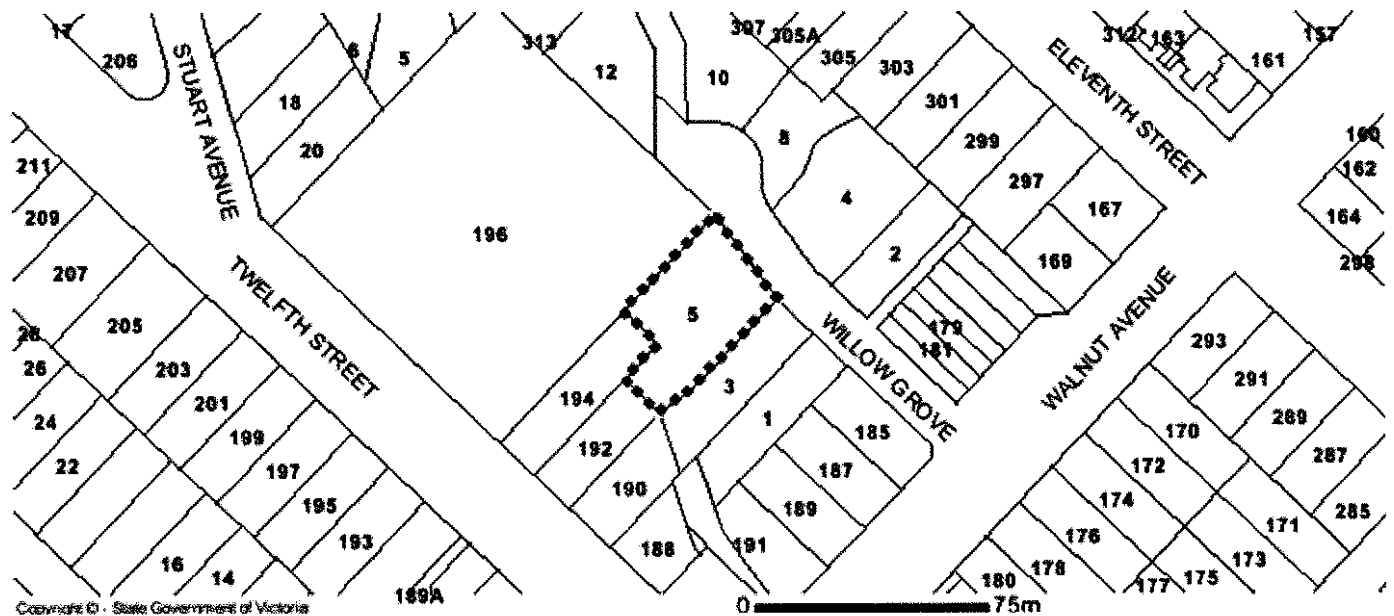
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 5 WILLOW GROVE MILDURA 3500

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Planning Overlay

None affecting this land



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

Further Planning Information

Planning scheme data last updated on 21 January 2020.

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

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

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

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

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

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

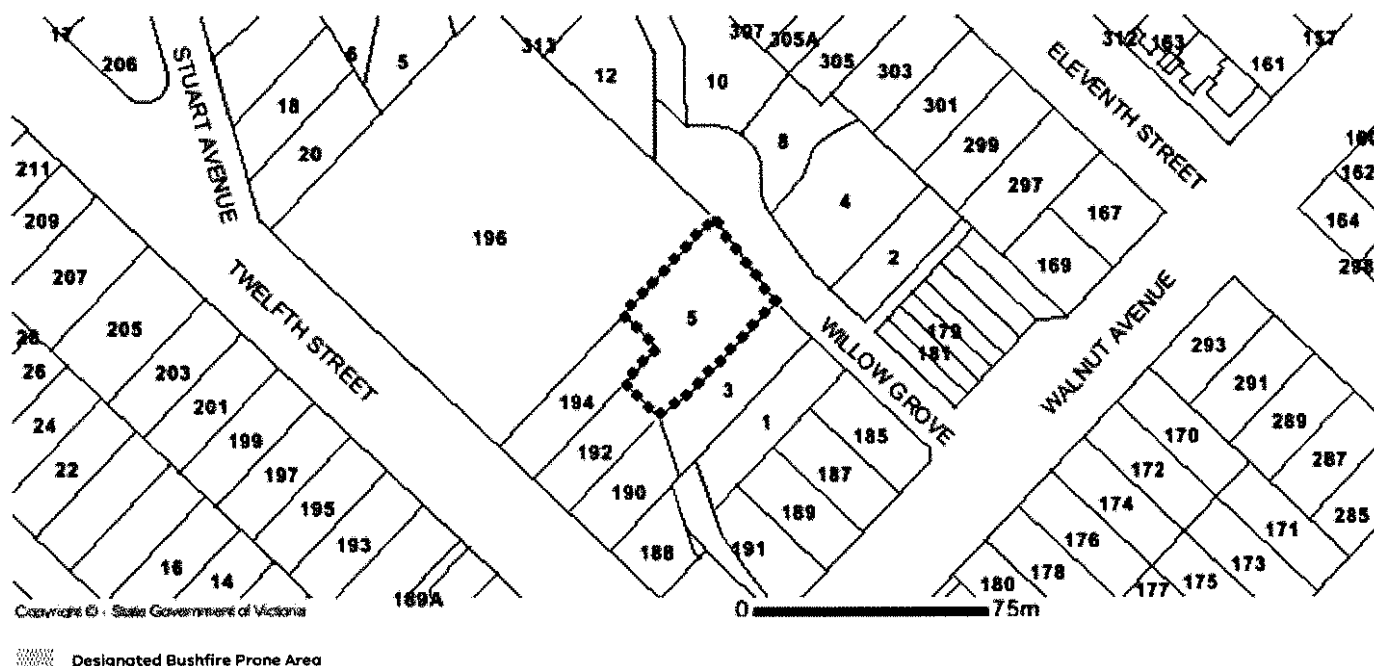
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

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.

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.