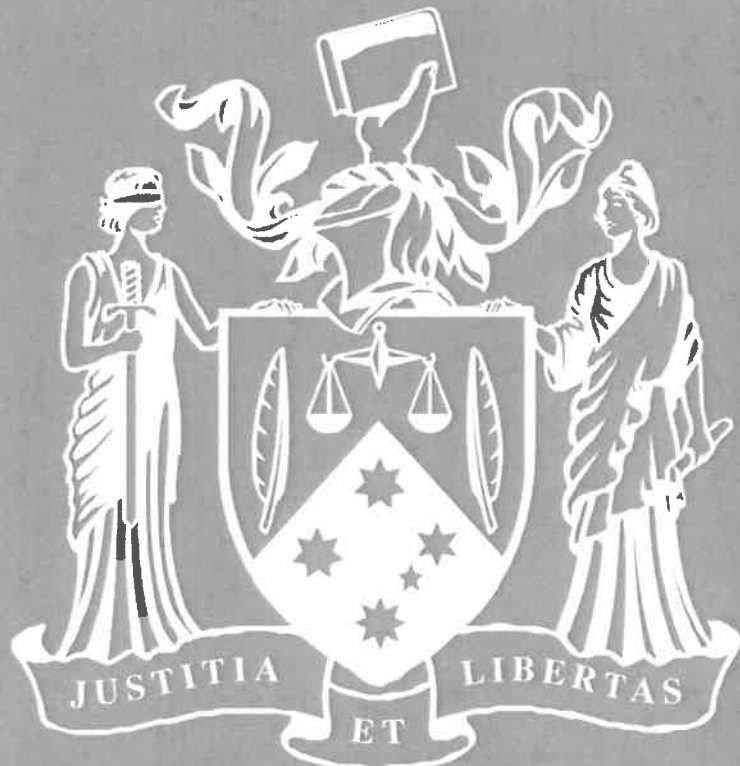


Contract of sale of land

Property: 2/823 Caramut Road, Mailors Flat 3275



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Disclaimer

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

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

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

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Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/ /2021

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

.....

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/ /2021

Print name(s) of person(s) signing: For and on behalf of B. MURRIHY PTY LTD ACN 116 443 737

.....

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: Homeseeka Real Estate of 49 Kepler Street, Warrnambool Vic 3280

Email:

Tel: ..03 5560 5500..... Mob: Fax: Ref:

Vendor

Name: **B. MURRIHY PTY LTD ACN 116 443 737** of 3 Hammond Place Warrnambool Vic 3280

Vendor's legal practitioner or conveyancer

Name: Jellie McDonald

Address: 77 Fairy Street, Warrnambool VIC 3280

Email: shane@jelliemcdonald.com.au

Tel: : (03) 5560 3444 Mob:

Fax: (03) 5560 3456

Ref: SW:210590

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:.....

Address:.....

ABN/ACN:.....

Email:.....

Purchaser's legal practitioner or conveyancer

Name:.....

Address:.....

Email:.....

Tel: Fax: DX:..... Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11844	Folio	245	2	PS648568D

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

The land includes all improvements and fixtures.

Property address

The address of the land is 2/823 Caramut Road, Mailors Flat 3275

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

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature

Payment

Price	\$	
Deposit	\$	ten per cent (10%) payable on the signing hereof
Balance	\$	payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on sixty (60) days from the Day of Sale or earlier by agreement

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

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

Lease (general condition 5.1)

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

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

- a lease for a term ending on with options to renew, each of years
- OR
- a residential tenancy for a fixed term ending on
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

GST residential withholding – Supplier Notification

This notice contains information to help a purchaser / buyer to comply with GST withholding obligations

To:

Property: 2/823 Caramut Road Mailors Flat Vic 3275

Supplier details

Name of supplier: B. Murrphy Pty Ltd

Withholding payment details:

Purchaser / buyer must make a GST withholding payment: No

Special conditions

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

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

1. **Auction clause**

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 the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 20 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- 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
 - the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- the parties agree that this contract is for the supply of a going concern; and
 - the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- immediately applied for the loan; and
 - did everything reasonably required to obtain approval of the loan; and
 - serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - gives the vendor a copy of the report and a written notice ending this contract; and
 - is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and

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

- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-236(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - 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
 - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- settlement is conducted through an electronic lodgement network; and
 - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- so agreed by the vendor in writing; and
 - the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- decide if an amount is required to be paid or the quantum of it, or
 - comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- 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
 - the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- personally, or
 - by pre-paid post, or
 - in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - by email.
- 27.4 Any document properly sent by:
- express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	2/823 Caramut Road, Mailors Flat 3275	
Vendor's name	B. Murrily Pty Ltd ACN 116 443 737	Date / /
Vendor's signature	Director/Secretary	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed:

(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box.

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

To

Other particulars (including dates and times of payments):

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a planning property report or certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

1. Register Search Statement Volume 11844 Folio 245.
2. Property Planning Report.
3. Moyne Shire Council Rates Notice.
4. Vic Roads Property Certificate.
5. Land Tax Certificate.

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

VOLUME 11844 FOLIO 245

Security no : 124090292546G
Produced 02/06/2021 01:15 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 648568D.
PARENT TITLE Volume 09505 Folio 236
Created by instrument PS648568D 16/12/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
B MURRIHY PTY LTD of 814 CARAMUT ROAD MAILORS FLAT VIC 3275
PS648568D 16/12/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ604999L 04/01/2018
BENDIGO AND ADELAIDE BANK 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 set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AL617568L 12/01/2015

DIAGRAM LOCATION

SEE PS648568D 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: 823 WARRNAMBOOL-CARAMUT ROAD MAILORS FLAT VIC 3275

ADMINISTRATIVE NOTICES

NIL



eCT Control 18057S BENDIGO BANK
Effective from 04/01/2018

DOCUMENT END

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PS648568D

PLAN OF SUBDIVISION		STAGE NO.	LRS use only EDITION 1	Plan Num. PS	09/11/2016 \$1,047.30 PS 
<p style="text-align: center;">Location of Land</p> Parish: Meeraai Township: - Section: 23 Crown Allotment: 20 (Part) Crown Portion: - LRS Base Record: DCMB Title Reference: Vol 9505 Fol 236 Last Plan Reference: LP 127884 (Lot 2) Postal Address: 823 Warrnambool-Caramut Road (at time of subdivision) MAILORS FLAT 3275 MGA Co-ordinates E 628 650 Zone: 54 (of approx. centre of land in plan) N 5760 780			<p style="text-align: center;">Council Certificate and Endorsement</p> Council Name: Moyne Shire Council Ref: SUB12/0024 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <p style="text-align: center;"><u>OPEN SPACE</u></p> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 1988 has/had not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council delegate <i>Menehe Graper</i> Council seal Date 15/6/2015 Re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /		
Vesting of Roads and/or Reserves					
Identifier	Council/Body/Person				
Nil	Nil				
Notations					
Depth Limitation: Does not apply			Staging This is not a staged subdivision. Planning Permit No. PL10/220		
Common Property 1 is all the land in this plan except the land in lots 1 2 3 4 5 & 6			Lots on this plan may be affected by one or more Owners Corporations. See Owners Corporation Search Report(s) for detail		
THIS IS A SPEAR PLAN			Survey This plan is based on survey. This survey has been connected to permanent marks No.(s) 27 In Proclaimed Survey Area No. -		
Easement Information					
Legend:				LRS use only Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 28 / 9 / 2016 LRS use only PLAN REGISTERED TIME 12.16pm DATE 16 / 12 / 2016 Denise Satti Assistant Registrar of Titles Sheet 1 of 2 Sheets	
E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement. A - Appurtenant Easement R - Encumbering Easement (Road).					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of	
E-1	Drainage	Varies See Diag	This Plan	Moyne Shire Council	
 29 GREENGABLE COURT CROYDON HILLS 3136 MOB. 0427 546 040 forsterlandsurvey@bigpond.com			LICENSED SURVEYOR (PRINT) GEOFFREY IAN FORSTER SIGNATURE <i>G Forster</i> DATE 20/05/2014 REF: 2165 VERSION: 5		<i>Menehe Graper</i> DATE 15/6/2015 COUNCIL DELEGATE SIGNATURE Original sheet size A3

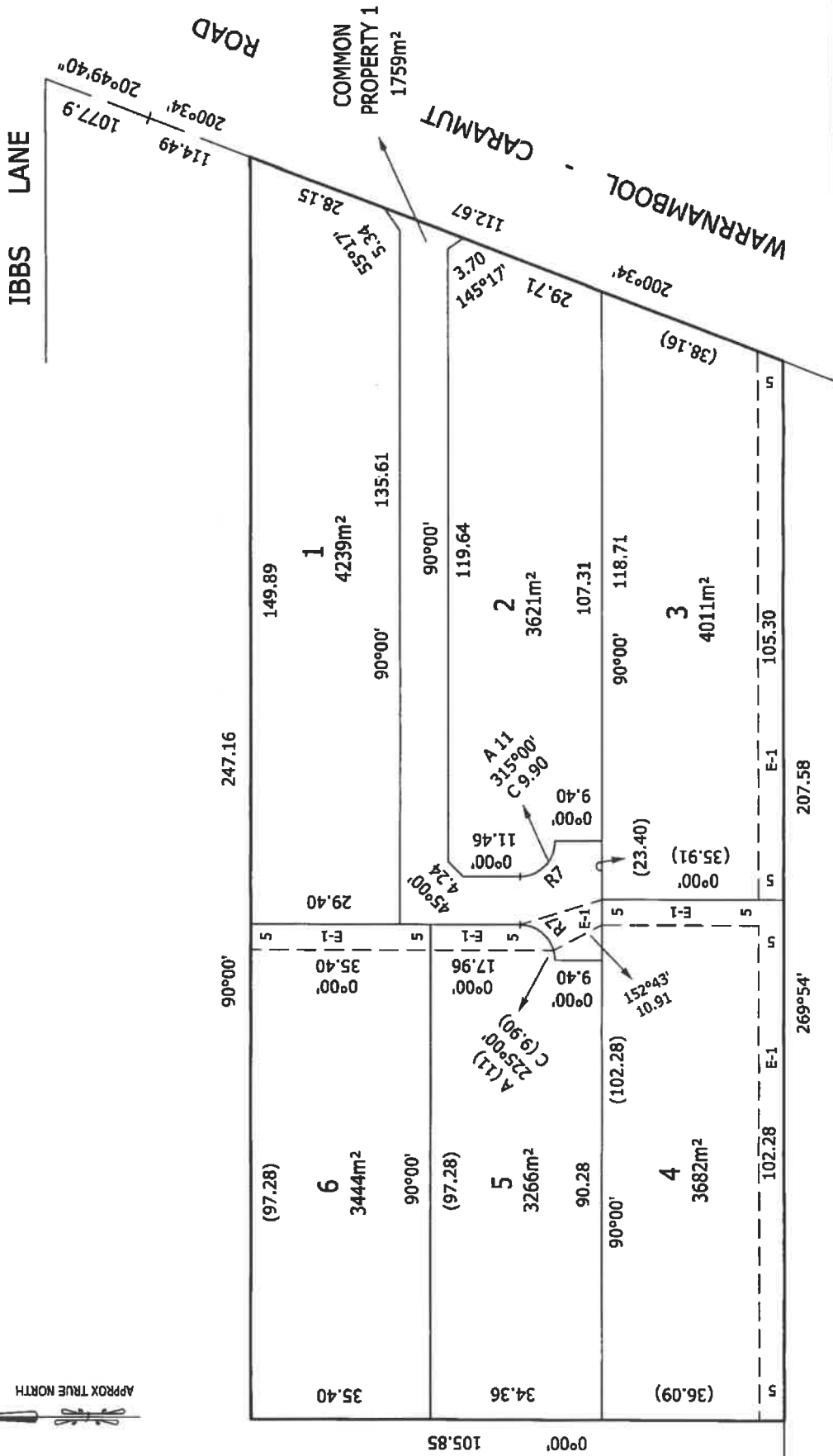
PLAN OF SUBDIVISION

Stage No. / Plan Number

PS 648568D



IBBS LANE



Sheet 2
Maawong
DATE 15/6/2015
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) GEOFFREY IAN FORSTER
SIGNATURE *G Ian Forster* DATE 20/05/2014
REF: 2165 VERSION 5

SCALE
8 0 16 32
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:800
SHEET SIZE A3

29 GREENGABLE COURT
CROYDON HILLS 3136
MOB. 0427 546 040
forsterhandsurvey@bigpond.com



OWNERS CORPORATION SCHEDULE	Stage No.	Plan Number PS 648568D
------------------------------------	-----------	----------------------------------


Owners Corporation 1 Plan No. PS 648568D

Land Affected by the Owners Corporation : Lots 1 4 5 & 6 and Common Property 1

Limitations on Owners Corporation: Unlimited

Notations

Lot			Entitlement			and			Lot			Liability		
Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	10	9												
4	10	11												
5	10	10												
6	10	10												
TOTAL	40	40												

 <p>FORSTER LAND SURVEYING PTY LTD ABN 74 553 624 822</p> <p>29 GREENGABLE COURT CROYDON HILLS 3136 MOB. 0427 546 040 forsterlandsurvey@bigpond.com</p>	<p>LICENSED SURVEYOR (PRINT) <u>GEOFFREY IAN FORSTER</u></p> <p>SIGNATURE <i>G Forster</i> DATE 20/05/2014</p> <p>REF: 2165 VERSION 5</p>	<p>Sheet 1</p> <p><i>Melanie Gray</i></p> <p>DATE 15/6/2015</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>
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PROJECT PLANNING & DEVELOPMENT

AL617568L



FORM 18 Section 181

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

Planning and Environment Act 1987

Lodged by:

Name: Mr Brant Murrhly

Phone: 0438 584 346

Address: 814 Caramut Road Mailors Flat 3275

Ref: N.A.

Customer Code: N.A.

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

Land: Lot 2 Plan of Subdivision 127884 – Volume 09505, Folio 236

Authority: *Moyne Shire Council
Princes Street, Port Fairy, Victoria, 3284*

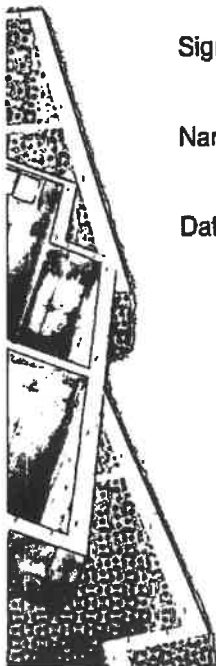
Section and Act under which agreement made:
S 173 of Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: David Madden

Date: 5/9/19



ACN 103 373 271 ABN 31 103 373 271



AL617568L

12/01/2015 \$121.50 173



**MOYNE SHIRE COUNCIL PLANNING & ENVIRONMENT ACT and Brant Murrphy
AGREEMENT PURSUANT TO SECTION 173**

Brant Murrphy

**AFFECTED LAND: 823 Warrnambool-Caramut Road, Mailors Flat, being Lot 2 of
LP 127884, Volume 09505 and Folio 236**

THIS AGREEMENT made the *five* day of *September* 2014

BETWEEN:

The Responsible Authority: Moyne Shire Council ("the Council")

The Owner: Brant Murrphy

WHEREAS:

1. The owner is registered proprietor of all that piece of lands described in Certificate of Title/s Volume 09505 Folio 236.
2. The land is affected by the provisions of the Moyne Planning Scheme ("the scheme").
3. The Council is the responsible authority under the Planning & Environment Act 1987 ("the Act") for the purposes of the Scheme.
4. Pursuant to Planning Permit No PL10/220 (a copy of which is annexed hereto) the Council has allowed the owner to subdivide the land into six (6) lots.
5. Condition 3 of the Planning Permit states that:
 - (a) Except with the consent of the responsible authority no building shall be located outside the building envelope shown hatched on the endorsed plan.

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- b) Except with the consent of the responsible authority no effluent treatment disposal area including for secondary treatment irrigation purposes shall be located within the building envelope shown hatched on the endorsed plan.
 - c) All liquid wastes shall be treated and disposed of within the curtilage of each of the allotments and shall not drain directly to any adjoining property. The treatment and disposal of the liquid wastes shall be in accordance with the Land Capability Assessment by Brian Consulting Pty Ltd dated 4th August 2010 and in accordance with the State Environment Protection Policy (Waters of Victoria) under the Environment Protection Act 1970 and the publication *On site Waste Water Management December 2008* and be to the satisfaction of the Responsible Authority. Such system shall be kept in good operating condition at all times to the satisfaction of the Responsible Authority.
 - d) All stormwater runoff from all buildings must be contained on site and within the boundaries of the land, except where it is necessary to dispose of any excess/overflow from water storage units/tanks. In this regard, excess/overflow stormwater runoff must be diverted to a legal point of discharge to the satisfaction of the Responsible Authority.
 - e) All perimeter landscaping buffers that are established must be maintained to ensure the health and future growth of the vegetation; and to also provide an effective vegetated buffer between the subject land and the surrounding area to the satisfaction of the Responsible Authority.
6. Condition 3 of the Planning Permit requires the Owner of the land shall enter into an agreement with Council pursuant to Section 173 of the Act and for this agreement to be registered at the Titles Office pursuant to Section 181 of the Act.

BY THIS AGREEMENT IT IS AGREED AND COVENANTED:

1. OPERATION

- 1.1 This agreement is made pursuant to Section 173 of the Act.
- 1.2 This agreement shall come into force on execution by both parties
- 1.3 The covenants of this agreement shall run with the land.



2. INTERPRETATION

2.1 LOT

In this agreement "lot" means any and each lot shown on the subdivision plan.

2.2 OWNER

In this agreement the word "Owner" unless the contrary intention appears, shall be deemed to include its successors assigns and transferees and the obligations imposed on and assumed by Brant Murrhy shall be binding on the successors transferees purchasers mortgagees assigns of Brant Murrhy & any other person obtaining possession of the whole or part of the land as if each of those successors separately executed this agreement; and

If the Owner holds the land in a trust capacity, "Owner" shall include the beneficiaries of the trust in relation to which it holds such as land. Where such trust relationship exists the Owner in executing this agreement does so intending to assume not only personal liability, but also to bind the trust for which it acts as trustee.

If the Owner is constituted by more than one person any obligation imposed by this agreement on the Owner shall be imposed on those persons jointly and severally.

2.3 COUNCIL

In this agreement the word "Council" shall include the Shire's successors and its successors as responsible authority for town planning control in the area in which the land is situate.

2.4 In this agreement, unless the context otherwise requires:

2.4.1 Words denoting the singular number shall include the plural and vice versa.

2.4.2 Words denoting any gender shall include all genders

2.4.3 Where a word or phrase is defined, other parts of speech and grammatical forms of that words or phrase shall have corresponding meanings.

2.4.4 Words denoting natural persons shall include corporations and vice versa.

2.4.5 References to clauses and schedules are to clauses of and schedules to this agreement.

2.4.6 Headings are for convenience only and do not effect interpretation.

2.4.7 References to any party to this agreement or instrument shall include the party's successors and permitted assigns.



- 2.4.8 Reference to any agreement or instrument shall be also to such agreement or instrument as amended, novated, supplemented, varied or replaced from time to time.
- 2.4.9 References to any legislation or to any provision of any legislation shall include any modification or re-enactment of that legislation and any legislation provision substituted for, and all regulations and statutory instruments issued under such legislation or provision.
- 2.4.10 As the case may be, a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, jointly and severally.

3. AGREEMENT

The owner agrees that:

- (a) Except with the consent of the responsible authority no building shall be located outside the building envelope shown hatched on the endorsed plan.
- (b) Except with the consent of the responsible authority no effluent treatment disposal area including for secondary treatment irrigation purposes shall be located within the building envelope shown hatched on the endorsed plan.
- (c) All liquid wastes shall be treated and disposed of within the curtilage of each of the allotments and shall not drain directly to any adjoining property. The treatment and disposal of the liquid wastes shall be in accordance with the Land Capability Assessment by Brian Consulting Pty Ltd dated 4th August 2010 and in accordance with the State Environment Protection Policy (Waters of Victoria) under the Environment Protection Act 1970 and the publication *On site Waste Water Management December 2008* and be to the satisfaction of the Responsible Authority. Such system shall be kept in good operating condition at all times to the satisfaction of the Responsible Authority.
- (d) All stormwater runoff from all buildings must be contained on site and within the boundaries of the land, except where it is necessary to dispose of any excess/overflow from water storage units/tanks. In this regard, excess/overflow stormwater runoff must be diverted to a legal point of discharge to the satisfaction of the Responsible Authority.
- (e) All perimeter landscaping buffers that are established must be maintained to ensure the health and future growth of the vegetation; and to also provide an effective vegetated buffer between the subject land and the surrounding area to the satisfaction of the Responsible Authority.

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4. REGISTRATION

The parties shall do all things necessary to enable the Council to register this agreement pursuant to Section 181 of the Act.

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5. DISCLOSURE

The Owner shall not sell mortgage or part with possession of the land or any part of it without first disclosing to its successors the existence and nature of this agreement.

6. COSTS OF AGREEMENT

The Owner forthwith on demand shall pay to the Council the Council's costs and expenses (as between the solicitor and own client) of and incidental to this agreement and of anything consequent on it or in furtherance of it.

7. DEFAULT

If the Owner fails to comply with this agreement the Council may serve on the Owner or on the owner of that part of the land in respect of which there has been a failure of compliance a notice in writing specifying the works, matters and things ("the Remedial Works") in respect of which the relevant owner is in default. If such default continues for thirty days after the service of such notice the Council by its employees or contractors may enter upon the land and cause the Remedial Works to be done.

A notice served on the Owner pursuant to this clause may set out the costs (as estimated by the Council) of carrying out the Remedial Works. If the Owner does not comply with the notice within thirty days the Council may serve on the Owner a demand in writing for the amount of the estimated costs. The amount then shall become a debt due and payable by the relevant owner to the Council.

As soon as practicable after the completion of the Remedial Works the Council shall certify the actual costs of the Remedial Works. The difference between a sum paid to the Council as the estimated costs, and the actual costs, shall be paid by the relevant owner to the Council or if there is excess, repaid by the Council to the relevant owner.

8. COUNCIL AS ATTORNEY FOR OWNER

The Owner hereby appoints the Council as its attorney to do all things the Owner is capable of doing for the purposes of giving effect to this agreement or necessary to give effect to any of the duties or obligations imposed on the Owner pursuant to this agreement and hereby authorises the Council to do and will ratify whatever the Council lawfully shall do or cause to be done under this power of attorney.

9. NOTICES

Any notice required under this agreement may be served by delivering it to the Officer at its last known address within the rating records of the Council. Any notice posted shall be deemed to have been served at the expiration of twenty-four hours from the time of posting.

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12/01/2015 \$121.50 173
[Barcode]

10. SUCCESSORS BOUND

Without limiting the operation or effect which this agreement has apart from this sub-clause, the Owner shall ensure that its successors:

Give effect to and do all acts and sign all documents which are required of them to give effect to this agreement; and

Execute under the seal a deed agreeing to be bound by the terms of this agreement.

The obligation imposed on the Owner by sub-clause 1 of this shall cease for such time as there appears in the register book at the officer of the Registrar of Titles a memorandum of this agreement.

11. RELEASE

On a person ceasing to own any part of the land that person shall be released from the obligations of that person as an owner under this agreement, save to the extent that any right has arisen against such owner prior to such cessation.

12. FURTHER DOCUMENTATION AND ACTION

Each of the parties shall sign and execute all such further documents and deeds and do all acts and things as the other party reasonably shall require for giving effect to this agreement.

13. DISPUTE

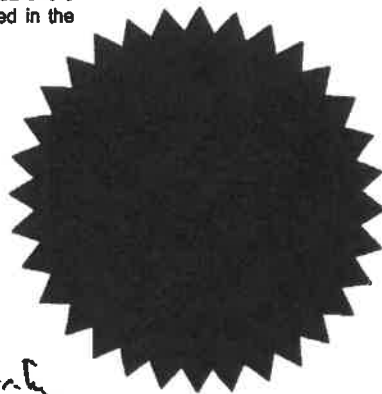
Should any dispute or difference arise between the parties with respect to the interpretation of this agreement, its application, such dispute or difference shall be determined by a person appointed by the parties by agreement, or failing agreement, by a person qualified in the area of the dispute or difference and appointed by the Secretary as defined in the Act.

EXECUTED AS A DEED

The COMMON SEAL of the MOYNE SHIRE COUNCIL) was hereunto affixed in the presence of:)

[Signature]
.....
Chief Executive Officer

[Signature]
.....
Councillor



SIGNED BY:)
:)
in the presence of)

[Signature]
.....
[Signature]
.....

AL617568L

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[Handwritten Signature]
.....Witness

ANNEXURE 1:
ANNEXURE 2:

Planning Permit PL 10/220
Copy of endorsed plans
Michael WOLFE
Sergeant 20683
Port Fairy Police Station

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AL617568L



PLANNING	Permit No:	PL10/220
PERMIT	Planning Scheme:	Moyne
	Responsible Authority:	Moyne Shire Council

ADDRESS OF THE LAND: 823 Warrnambool-Caramut Road MAILORS FLAT

THE PERMIT ALLOWS: Six (6) lot subdivision of the land including one lot for the existing dwelling and five (5) new lots and to create and alter access to a Road Zone Category 1

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT: (22 Conditions)

- 1) Before any works associated with the subdivision start, the applicant must submit to the Responsible Authority for its approval three copies of a Plan of Subdivision drawn to scale generally in accordance with the Plan of Subdivision submitted with the application as amended on 3/11/10 but amended to show:
 - a) The existing dwelling, garage and outbuildings on Lot 2 shown to be retained and the existing access point retained if required.
 - b) The removal of the existing dam and associated watercourse on Lot 3 and details of rehabilitation of the lot to the satisfaction of the Responsible Authority.
 - c) The east-west part of the common property access road to be redesigned to either have:
 - i. a minimum total width of 9.5 metres to allow for sufficient space for the 5.5 metres wide carriageway and 2.5 metres for table drains on both sides of the road and provide space for services; or

DATE ISSUED: 20/6/2011

SIGNATURE FOR THE RESPONSIBLE AUTHORITY

Planning and Environment Regulations 2006 Form 4
 Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

James Phillips
 Acting Manager Statutory Planning

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12/01/2015 \$121.50 173




PL10/220 - Permit conditions continued

- ii. the proposed width of 8 metres for the 5.5.m wide carriageway and kerb and channel provided on both sides of the road for appropriate drainage to the legal point of discharge in the street;

The above must to the satisfaction of the Responsible Authority.

- d) The north-south part of the common property access road and hammerhead design to be redesigned to include either:
 - i. table drains on either side of the 5.4 metre wide road and the hammerhead turning area to the satisfaction of the Responsible Authority; or
 - ii. kerb and channel on both sides of the road and the hammerhead turning area for appropriate drainage to the satisfaction of the Responsible Authority.
- e) A 5.0m wide drainage easement in favour of Council running north-south over Lots 4, 5 & 6 (to be outside the envelopes if practical) and connecting to an easement in favour of Council running east-west along the southern boundary to a legal point of discharge on Warrnambool-Caramut Road, to the satisfaction of the Responsible Authority.

2) The formal plan of subdivision lodged for certification must be in accordance with the endorsed plan and must not be modified except to comply with statutory requirements or with the written consent of the responsible authority.

3) Before the plan of subdivision is certified under the *Subdivision Act 1988*, the owner must enter into an agreement with the responsible authority under Section 173 of the *Planning and Environment Act 1987*, and make application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Act which provides that:

- a) Except with the consent of the responsible authority no building shall be located outside the building envelope shown hatched on the endorsed plan.
- b) Except with the consent of the responsible authority no effluent treatment disposal area including for secondary treatment irrigation purposes shall be located within the building envelope shown hatched on the endorsed plan.

DATE ISSUED: 20/6/2011

SIGNATURE FOR THE RESPONSIBLE AUTHORITY

Planning and Environment Regulations 2005 Form 4
Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

James Phillips
Acting Manager Statutory Planning

All correspondence to - PO Box 51 Port Fairy VIC 3284
Phone: (03) 5568 0555 Fax: (03) 5568 2515 Dx 28-02 Port Fairy

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12/01/2015 \$12150 173




PL10/220 - Permit conditions continued

- c) All liquid wastes shall be treated and disposed of within the curtilage of each of the allotments and shall not drain directly to any adjoining property. The treatment and disposal of the liquid wastes shall be in accordance with the Land Capability Assessment by Brian Consulting Pty Ltd dated 4th August 2010 and in accordance with the State Environment Protection Policy (Waters of Victoria) under the Environment Protection Act 1970 and the publication *On site Waste Water Management December 2008* and be to the satisfaction of the Responsible Authority. Such system shall be kept in good operating condition at all times to the satisfaction of the Responsible Authority.
- d) All stormwater runoff from all buildings must be contained on site and within the boundaries of the land, except where it is necessary to dispose of any excess/overflow from water storage units/tanks. In this regard, excess/overflow stormwater runoff must be diverted to a legal point of discharge to the satisfaction of the Responsible Authority.
- e) All perimeter landscaping buffers that are established must be maintained to ensure the health and future growth of the vegetation; and to also provide an effective vegetated buffer between the subject land and the surrounding area to the satisfaction of the Responsible Authority.

The owner/permit holder must pay the reasonable costs of preparation, execution and registration of the section 173 agreement.

- 4) Before any road/drainage works associated with the subdivision commence, detailed engineering construction plans must be prepared by a qualified engineer and submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must detail:
 - a) The design of the crossovers located on Warrnambool-Caramut Road.
 - b) The detailed design of the common property access to include a splay on the southern side of road reserve to the requirements of Moyne Shire Council and VicRoads.
 - c) The removal or redesign of the existing drainage channel on the land to be located outside the envelopes on Lots 4, 5 and 6 and to be indicated as a 5 metre wide drainage easement.

DATE ISSUED: 20/6/2011

SIGNATURE FOR THE RESPONSIBLE AUTHORITY

Planning and Environment Regulations 2005 Form 4
Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.



James Phillips
Acting Manager Statutory Planning



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Phone: (03) 5568 0555 Fax: (03) 5568 2515 DX 28402 Port Fairy

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PL10/220 - Permit conditions continued

- d) The continuation of the footpath across the frontage to link with the existing footpath to the north or an alternative solution for pedestrian access to the satisfaction of the Responsible Authority.
- 5) Before the issue of a Statement of Compliance, a detailed Landscape Plan must be submitted to provide for the following:
 - a) Existing vegetation planted on site that is to be retained, namely the vegetation in the planting buffers around the perimeter of the site.
 - b) Proposed planting of small trees, shrubs and lawn areas indigenous to the Mailors Flat area within the irrigation fields as recommended by the Land Capability Assessment by Brian Consulting Pty Ltd dated 4th August 2010.
 - c) A maintenance plan to detail maintenance responsibilities, requirements and costs where appropriate.
- 6) Before the issue of a Statement of Compliance, a contribution of an amount equal to 5% of the current site value must be paid to Moyne Shire Council pursuant to Section 18 of the *Subdivision Act 1988*.
- 7) Before the issue of a Statement of Compliance, a Construction Management Plan must be submitted to provide details of construction of road and drainage works associated with the subdivision to the satisfaction of the Responsible Authority, including the following:
 - a) Transport of materials to or from the land.
 - b) Storage of materials on the site.
 - c) Methods to minimise construction noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil and the like.
 - d) Use of dust suppressing materials to minimise dust.
 - e) Any other relevant construction works associated with the subdivision.
- 8) 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.

DATE ISSUED: 20/6/2011

Planning and Environment Regulations 2005 Form 4
Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

SIGNATURE FOR THE RESPONSIBLE AUTHORITY

James Phillips
Acting Manager Statutory Planning

yovvshire

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Phone: (03) 5568 0555 Fax: (03) 5568 2515 DX 28402 Port Fairy

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moyne@moyne.vic.gov.au

AL617568L

12/01/2015 \$12150 173



PL10/220 - Permit conditions continued

- 9) All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
- 10) A potable water supply must be provided for each lot approved by this permit, whether it is water tanks or groundwater bores, to the satisfaction of the responsible authority.
- 11) All stormwater runoff must be disposed of within the boundaries of each lot or discharged to the satisfaction of the responsible authority.
- 12) Before the subdivision is certified under the Subdivision Act 1988, the location of the vehicle crossovers to provide access to each lot must be approved by the Responsible Authority and VicRoads.
- 13) Before the plan of subdivision is certified under the Subdivision Act 1988, and before the construction of the vehicle crossovers, the permit holder must provide an engineering design for safe vehicle access to each lot to the satisfaction of the responsible authority and VicRoads.
- 14) Before a statement of compliance is issued under the Subdivision Act 1988, the permit holder must obtain a Works Within Road Reserve permit and construct the vehicle crossover for the common property access road and upgrade the existing crossovers if required, to the satisfaction of the responsible authority.
- 15) Before a statement of compliance is issued under the Subdivision Act 1988, the common property must be constructed with a sealed pavement and drained to the satisfaction of the responsible authority.
- 16) This permit will expire if:
 - (a) The plan of subdivision is not certified within two (2) years of the date of this permit
 - (b) The registration of the subdivision is not completed within five (5) years of the date of this permit.

The responsible authority may extend the time if a request is made in writing before the permit expires of within three (3) months afterwards.

DATE ISSUED: 20/6/2011

SIGNATURE FOR THE RESPONSIBLE AUTHORITY

Planning and Environment Regulations 2005 Form 4
Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

James Phillips
Acting Manager Statutory Planning

*Moyne*shire

All correspondence to - PO Box 51 Port Fairy VIC 3284
Phone: (03) 5568 0555 Fax: (03) 5568 2515 DX 28402 Port Fairy

www.moyne.vic.gov.au
moyne@moyne.vic.gov.au



PL10/220 - Permit conditions continued

VicRoads Conditions

- 17) All new and existing entrances from the proposed subdivision accessing the Warrnambool-Caramut Road must be upgraded and/or constructed generally in accordance with the design for a typical sealed rural driveway.
- 18) All new entrance gates to the proposed subdivision must be a set distance of at least 20 metres from the edge of seal of the Warrnambool-Caramut Road.

SP Ausnet (Gas) Condition

- 19) The plan of subdivision submitted for certification must be referred to SP Ausnet (Gas) in accordance with Section 8 of the *Subdivision Act 1988*.

Powercor Conditions

- 20) The plan of subdivision submitted for certification under the *Subdivision Act 1988* shall be referred to Powercor Australia Ltd in accordance with Section 8 of that Act.
- 21) The applicant shall:-
 - Provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.
 - Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry. You shall arrange compliance through a Registered Electrical Contractor.
 - Set aside on the plan of subdivision for the use of Powercor Australia Ltd reserves and/or easements satisfactory to Powercor Australia Ltd where any electric substation (other than a pole mounted type) is required to service the subdivision.

DATE ISSUED: 20/6/2011

**SIGNATURE FOR THE
RESPONSIBLE AUTHORITY**

Planning and Environment Regulations 2006 Form 4
Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

James Phillips
Acting Manager Statutory Planning

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Phone: (03) 5568 0555 Fax: (03) 5568 2515 DX 28402 Port Fairy

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moyne@moyne.vic.gov.au

AL617568L
12/01/2016 \$121.50 173




PL10/220 - Permit conditions continued

Alternatively, at the discretion of Powercor Australia Ltd a lease(s) of the site and for easements for associated powerlines, cables and access ways shall be provided. Such a lease shall be for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years. Powercor Australia Ltd will register such leases on the title by way of a caveat prior to the registration of the plan of subdivision.

- Provide easements satisfactory to Powercor Australia Ltd, where easements have not been otherwise provided, for all existing Powercor Australia Ltd electric lines on the land and for any new powerlines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements shall show on the plan an easement(s) in favour of "Powercor Australia Ltd" for "Powerline Purposes" pursuant to Section 88 of the Electricity Industry Act 2000.
- Obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.
- Adjust the position of any existing easement(s) for powerlines to accord with the position of the line(s) as determined by survey.
- Obtain Powercor Australia Ltd's approval for lot boundaries within any area affected by an easement for a powerline and for the construction of any works in such an area.
- Provide to Powercor Australia Ltd, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.

Telstra Condition

22) That the plan of subdivision submitted for certification is referred to Telstra in accordance with Section 8 of the *Subdivision Act 1988*.

DATE ISSUED: 20/6/2011

SIGNATURE FOR THE RESPONSIBLE AUTHORITY

Planning and Environment Regulations 2005 Form 4
Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

James Phillips
Acting Manager Statutory Planning

AL617568L

12/01/2015 \$12150 173



PL10/220 - Permit conditions continued

Telstra Notes:

NOTE 1: Approval does not cover alterations to existing Telstra Plant or Network. Locations of existing network can be obtained from **Dial Before You Dig – Ph:1100**

NOTE 2: For co-ordinated Telstra plant reticulation in this development, please refer to www.telstrasmartcommunity.com to Register your Development and Apply for Reticulation.

CFA Notes:

) At the time a building is constructed on any of the lots a fire fighting supply must be provided to CFA's satisfaction.

At the time a building is constructed on Lots 4, 5 or 6 any road or driveway on the common land must provide fire appliance access to the relevant lot to CFA's satisfaction.

Assets Note:

A Works on Road Reserve permit is to be obtained from Council's Assets Department to construct the common property access and to upgrade the existing crossovers for Lots 2 and 3 if required by Moyne Shire Council and VicRoads. The crossovers are to be constructed of a permeable surface, such as crushed rock or scoria, to the satisfaction of Moyne Shire Council. For further information on this matter contact the Assets Department on 5558 7888.

) If the common property access road (a private road) is to be named, the name will be determined by Council in accordance with relevant policy.

DATE ISSUED: 20/6/2011

**SIGNATURE FOR THE
RESPONSIBLE AUTHORITY**

Planning and Environment Regulations 2005 Form 4
Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

James Phillips
Acting Manager Statutory Planning

youvshire

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Phone: (03) 5568 0555 Fax: (03) 5568 2515 DX 28402 Port Fairy

www.moyne.vic.gov.au
moyne@moyne.vic.gov.au

AL617568L



MOYNE
SHIRE

PL10/220 - Permit conditions continued

Planning Note:

This subdivision has been assessed against Clause 56 on the basis on the common property access being a private road that will be within private ownership and managed through an "Owner Corporation". The assessment of the subdivision has not considered vehicle access by garbage trucks onto the common property or the lots due to the status of the private road. Any garbage collection for future dwellings on the lots is assumed to be from the street frontage on Warrnambool-Caramut Road.

Note: The existing sheds within the new effluent disposal area for Lot 2 must be demolished/removed and the new effluent disposal area for Lot 2 designed and submitted and approved by Council before stage one of the subdivision can be finalised (SOC).

Note: The detailed design of the road layout/drainage works for the common property access road and Lots 1, 3, 4, 5 and 6 must be submitted as detailed engineering construction plans and approved by Council to comply with Condition 4 of the permit. This may necessitate amended plans to be approved and endorsed to the permit.

Note: Pursuant to *Section 74 of the Planning and Environment Act 1987*, this permit has been amended on 14/03/2012 to the effect that plans have been endorsed in accordance with Condition 1 and for the staging of the subdivision in accordance with Condition 2. The staging of the subdivision is to enable Lot 2 to be subdivided first and the remaining Lots 1, 3-6 and the common property access road to be the second stage of the subdivision.

DATE ISSUED: 20/6/2011

Planning and Environment Regulations 2005 Form 4
Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

**SIGNATURE FOR THE
RESPONSIBLE AUTHORITY**



James Phillips
Acting Manager Statutory Planning

youvshire

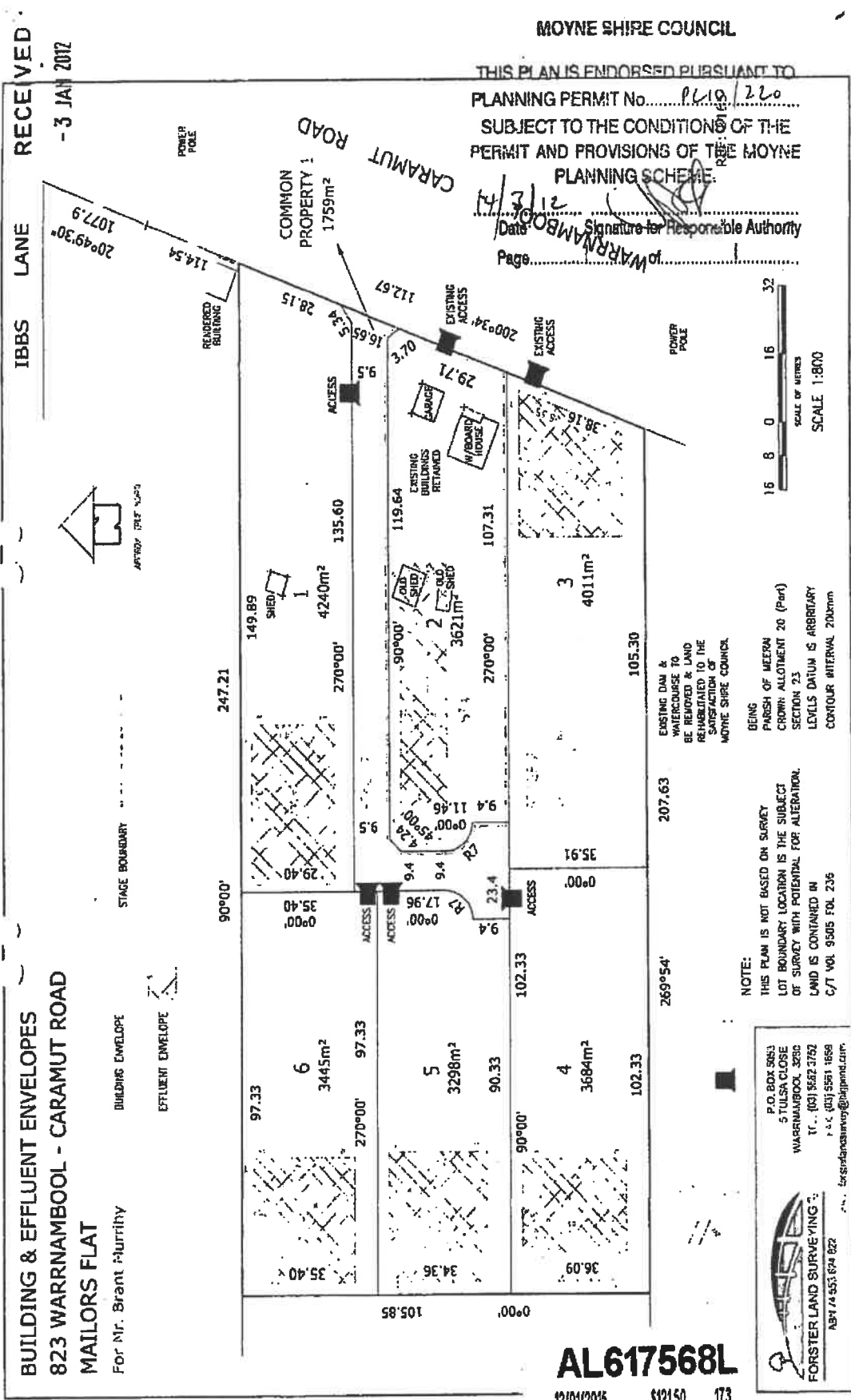
All correspondence to - PO Box 51 Port Fairy VIC 3284
Phone: (03) 5568 0555 Fax: (03) 5568 2515 DX 28-02 Port Fairy

www.moyne.vic.gov.au
moyne@moyne.vic.gov.au

MOYNE SHIRE COUNCIL

THIS PLAN IS ENDORSED PURSUANT TO
 PLANNING PERMIT No. PL19/220
 SUBJECT TO THE CONDITIONS OF THE
 PERMIT AND PROVISIONS OF THE MOYNE
 PLANNING SCHEME.

Date 14/3/21 Signature for Responsible Authority
 Page 1 of 1



AL617568L

12/01/2015 \$121.50 173



PROPERTY DETAILS

Address: **323 WARRNAMBOOL-CARAMUT ROAD MAILORS FLAT 3275**

Lot and Plan Number: **This property has 2 parcels. See table below**

Standard Parcel Identifier (SPI): **See table below**

Local Government Area (Council): **MOYNE** www.moyne.vic.gov.au

Council Property Number: **505252**

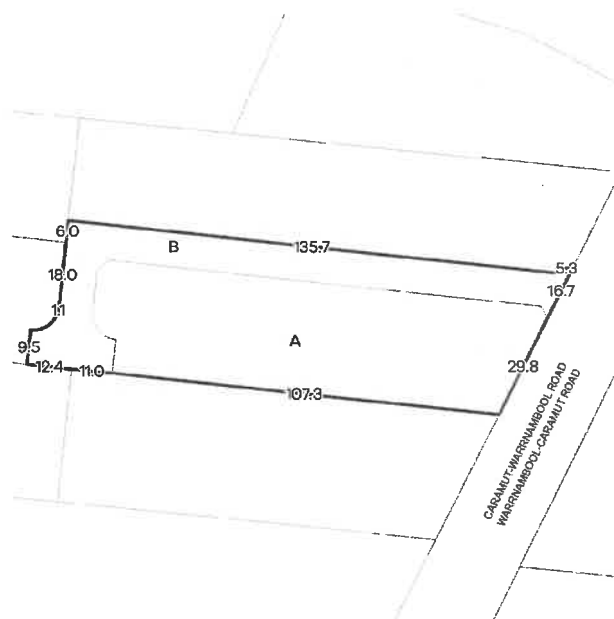
Directory Reference: **Vicroads 89 J6**

This property is in a designated bushfire prone area.
Special bushfire construction requirements apply. Planning provisions may apply.

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

SITE DIMENSIONS

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



Area: 5399 sq. m

Perimeter: 363 m

For this property:

— Site boundaries

— Road frontages

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

11 overlapping dimension labels are not being displayed

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

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

PARCEL DETAILS

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

Lot/Plan or Crown Description	SPI
A Lot 2 PS648568	2\PS648568
B Lot CM1PS648568	CM1\PS648568

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Wannon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **SOUTH-WEST COAST**

PROPERTY REPORT

PLANNING INFORMATION

Planning Zone: TOWNSHIP ZONE (TZ)
SCHEDULE TO THE TOWNSHIP ZONE (TZ)

Planning Overlay: DEVELOPMENT PLAN OVERLAY (DPO)
DEVELOPMENT PLAN OVERLAY - SCHEDULE 2 (DPO2)

Planning scheme data last updated on 27 May 2021.

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>

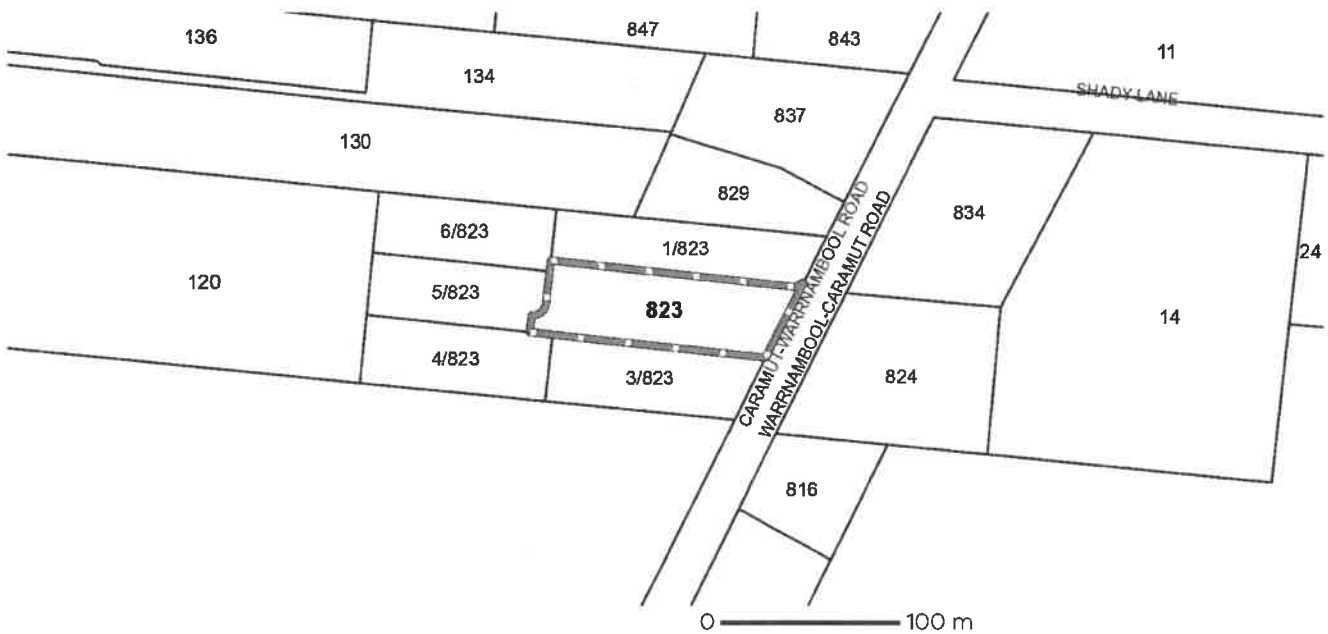
This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may apply to the land. To obtain a Planning Certificate go to Titles and Property Certificates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

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

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

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

Area Map



 Selected Property

From www.planning.vic.gov.au at 02 June 2021 01:09 PM

PROPERTY DETAILS

Lot and Plan Number: **Lot 2 PS648568**
 Address: **823 WARRNAMBOOL-CARAMUT ROAD MAILORS FLAT 3275**
 Standard Parcel Identifier (SPI): **2\PS648568**
 Local Government Area (Council): **MOYNE** www.moyne.vic.gov.au
 Council Property Number: **505252 (Part)**
 Planning Scheme: **Moyne** [Planning Scheme - Moyne](#)
 Directory Reference: **Vicroads 89 J6**

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **SOUTH-WEST COAST**

OTHER

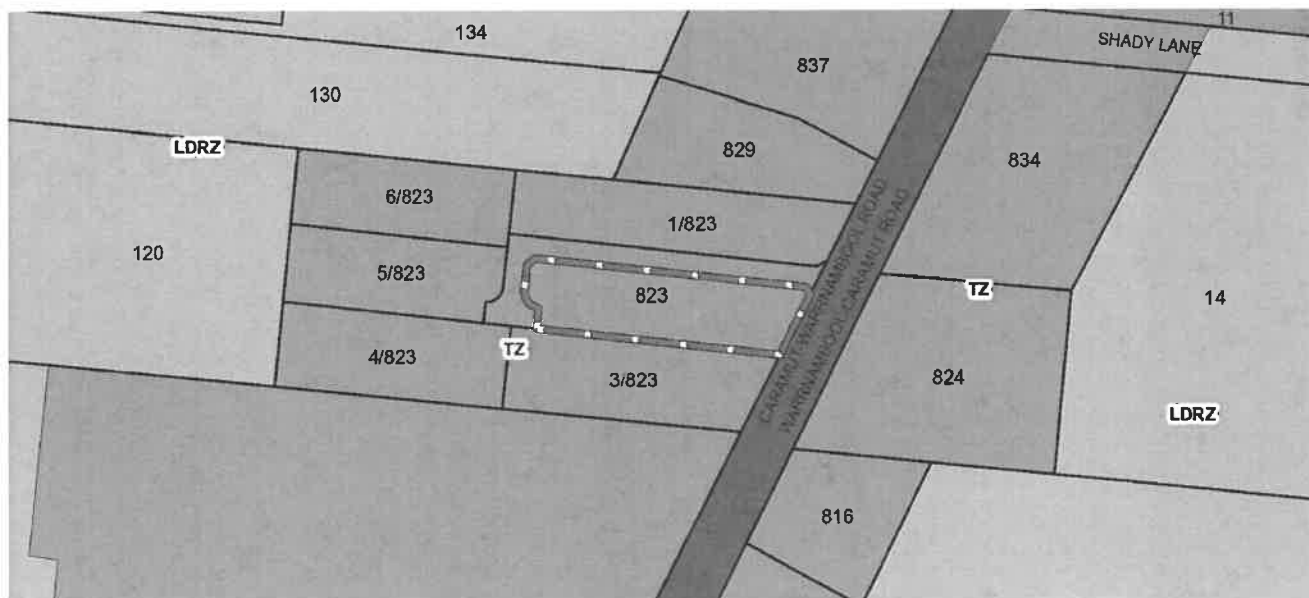
Registered Aboriginal Party: **Eastern Maar Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[TOWNSHIP ZONE \(TZ\)](#)

[SCHEDULE TO THE TOWNSHIP ZONE \(TZ\)](#)



LDRZ - Low Density Residential **RDZ1 - Road-Category 1** **TZ - Township**

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

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Read the full disclaimer at <http://www2.del.mel.vic.gov.au/cisclaimer>

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 82C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY – SCHEDULE 2 (DPO2)



 DPO - Development Plan

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

Further Planning Information

Planning scheme data last updated on 27 May 2021.

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>

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

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

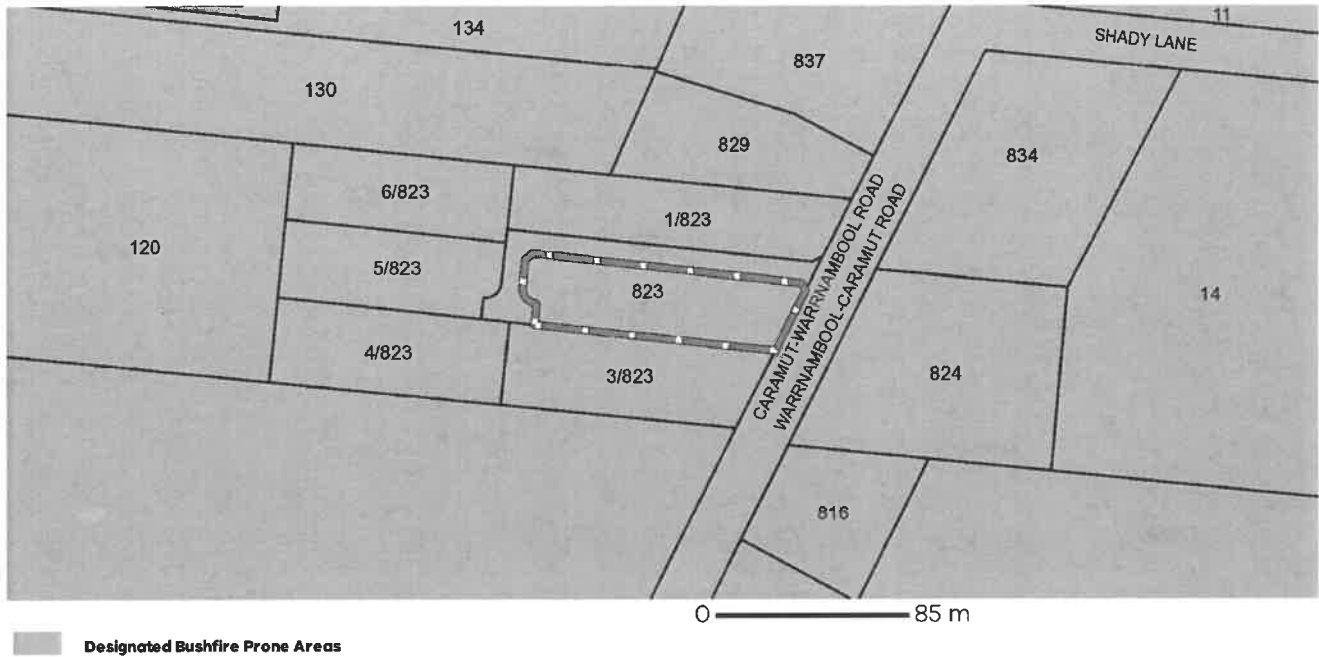
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Designated Bushfire Prone Areas

**This parcel is in a designated bushfire prone area.
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 <https://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 <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

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

Native Vegetation

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

To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

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MOYNE SHIRE COUNCIL

ABN 69 056 378 923

Valuation, Rate and Charge Notice

RATES AND CHARGES DECLARED BY COUNCIL ON THE 23rd JUNE 2020
(CAPITAL IMPROVED VALUE USED FOR RATING PURPOSES)



034-3280 (2568)

B Murrithy Pty Ltd
3 Hammond Place
WARRNAMBOOL VIC 3280

MOYNE SHIRE COUNCIL: Frances Street, Port Fairy, 3284
MAIL TO: PO Box 51, Port Fairy, 3284
TELEPHONE: 1300 656 564
WEB: www.moyne.vic.gov.au
OFFICE HOURS: 8.45AM TO 4.45pm MONDAY TO FRIDAY

Rate Account Number	Rating Period	Issue Date	Level of Value Date	Operative Date of Valuation
505252	1/7/2020 - 30/6/2021	27/08/2020	01/01/2020	01/07/2020
Site Value \$150,000	Capital Improved Value \$265,000	Net Annual Value \$13,250		
DESCRIPTION OF PROPERTY:				
2/823 Warrnambool-Caramut Road MAILORS FLAT VIC 3275 Meeral Lot 2 PS 648568D 3621.000000 m2 Meeral Lot CM1 PS 648568D 1759.000000 m2				
Rating Details:				
State Govt. Landfill Levy				\$13.40
Kerbside Collection Service				\$356.60
Municipal Charge				\$267.00
General Rates 0.0020724c/\$				\$549.18
Waste Facilities Service Charge - Improved				\$135.00
Fire Service Levy Residential Fixed				\$113.00
Fire Service Levy Residential Variable (.000054 x CIV)				\$14.31
TOTAL DUE				\$1,448.49
INSTALMENT AMOUNT PAYABLE BY 30/09/2020				\$362.49
Remaining Instalments				
30/11/2020	\$362.00			
29/02/2021	\$362.00			
31/03/2021	\$362.00			

Transactions after 20 August 2020 have not been included in this notice.
See reverse side of this notice for important information and payment detail.

B PAY Biller Code: 71944
Ref: 5052 529

B POINT Biller Code: 71944
Ref: 5052 529

MOYNE SHIRE COUNCIL

Name
B Murrithy Pty Ltd
Rate Account Number
505252
Instalment amount
\$362.49
Due date
30/09/2020

Post Billpay Biller Code: 2381
Ref: 5052 529



*2381 5052529

For credit:
MOYNE SHIRE COUNCIL

Drawer Bank Branch

Trancode User code Customer reference number

831 066844 5052529

PAYMENT AMOUNT

\$

<066844> <00000005052529> >

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Jellie McDonald C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 62081

NO PROPOSALS. As at the 3th June 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

823 WARRNAMBOOL-CARAMUT ROAD, MAILORS FLAT 3275
SHIRE OF MOYNE

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

Date of issue: 3th June 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 49516598 - 49516598093526 '62081'

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / JELLIE MCDONALD

Your Reference: 210590
Certificate No: 47580598
Issue Date: 03 JUN 2021
Enquiries: ESYSPROD

Land Address: 823 WARRNAMBOOL-CARAMUT ROAD MAILORS FLAT VIC 3275

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43661766	2	648568	11844	245	\$0.00

Vendor: B. MURRIHY PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
B MURRIHY PTY LTD	2021	\$71,167	\$0.00	\$0.00	\$0.00

Comments:

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$125,729

SITE VALUE: \$71,167

AMOUNT PAYABLE: \$0.00

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 47580598

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$71,167

Calculated as \$0 plus (\$71,167 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 47580598

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 47580598

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)