

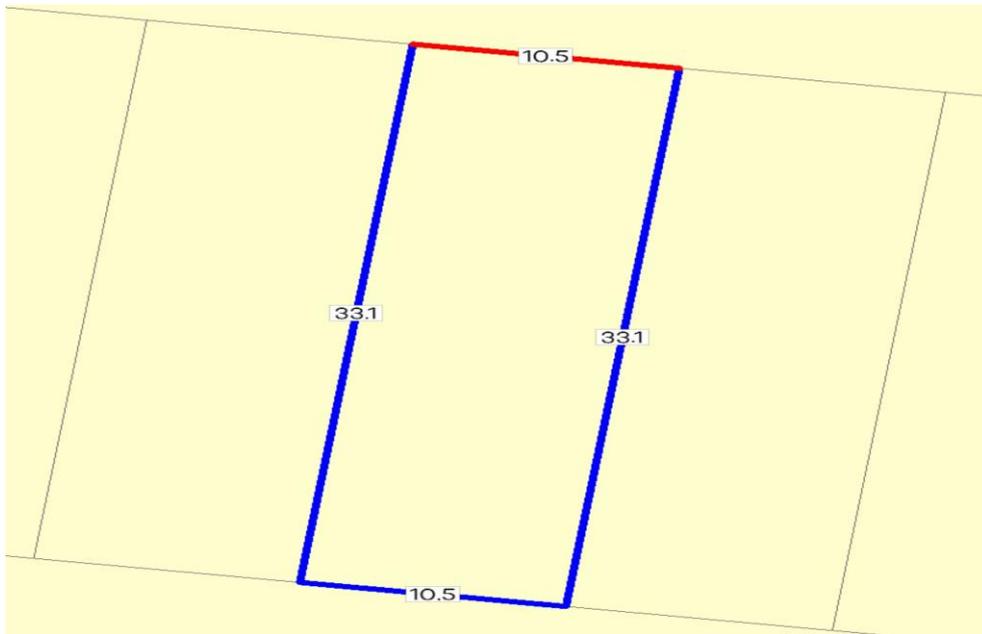


Contract of sale of land

Property address: 7 Withers Road, Bonshaw, Victoria 3352

Vendor: Maria Longo

Purchaser:



Prepared by
MCP Legal
Olderfleet Building
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Ref: VC:7682/24

Part 1

Contract of sale of land

Property address: 7 Withers Road, Bonshaw, Victoria 3352

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, the general conditions and any special conditions in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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 apply to you.

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

If you end the contract in this way, 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.

Exceptions

The 3-day cooling-off period does not apply if:

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF-THE-PLAN'

Off-the-plan sales

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

You may negotiate with the vendor the amount of the deposit moneys payable under the contract of sale, up to 10% 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.

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

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

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

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

On ____ / ____ / 20____

Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

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

SIGNED BY THE VENDOR

On ____ / ____ / 20____

Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

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

PARTICULARS OF SALE

VENDOR'S AGENT

| | | | | | |
|---------|------------------------------------|-------|--------------------------|-----|--|
| Name | Maple Lane Real Estate | Phone | 0433 966 828 | Fax | |
| Address | 300B gillies St Wendouree VIC 3355 | Email | william@maplelane.net.au | | |

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

| | | | | | |
|---------|---------------|---------|---|-----|--|
| Name | Maria Longo | Name | MCP Legal | | |
| | | Address | Olderfleet Building 35, 447 Collins Street, Melbourne VIC 3000 GPO Box 1307, Melbourne VIC 3001 | | |
| Address | C/- MCP Legal | Contact | Vicki Cannito | | |
| | | Email | v.cannito@mcplegal.com.au | | |
| ACN/ABN | | Phone | 03 9620 2001 | Fax | |

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

| | | | | | |
|-----------|--|---------|--|-----|--|
| Name | | Name | | | |
| | | Address | | | |
| Address | | Contact | | | |
| | | Email | | | |
| ACN/ABN | | Phone | | Fax | |
| Guarantor | | | | | |

LAND

General conditions 3 and 9

The land is described in the table below —

| Certificate of Title reference | | being lot | on plan |
|--------------------------------|-----------|-----------|-----------|
| Volume 12517 | Folio 931 | 22 | PS841975M |
| Volume | Folio | | |

OR

The land includes all improvements and fixtures: VACANT LAND

Property address

The address of the land is:

7 Withers Road, Bonshaw 3352

Goods sold with the land

General condition 2(a)(vi)

Goods sold with land are:

Listed in attached schedule.

OR

Listed as follows:

VACANT LAND

PAYMENT

General condition 11

Price: \$

Plus GST: \$ NIL

Payable by purchaser in addition to price – *Insert 'Nil' if no GST payable by purchaser*

Total price: \$

Payable by purchaser

Deposit: \$

By / / 20 of which \$ has been paid

Balance: \$

Payable at settlement

Foreign resident vendor: Value \$750,000 or more

See general condition 15(f) and (g).

GST

General condition 13

No, because:

Yes, because:

Vendor not registered or required to be registered

Purchaser entitled to input tax credit

Existing residential premises

Purchaser **NOT** entitled to input tax credit

Not in the course or furtherance of an enterprise

Margin scheme applies

Going concern

Mixed supply

Farmland used for farming business or sale of subdivided farmland to an associate

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor Yes No

Withholding required by purchaser Yes No

No withholding for residential premises because:

No withholding for potential residential land because:

Vendor not registered or required to be registered

Vendor not registered or required to be registered

The premises are not new

The land includes a building used for commercial purposes

| | |
|--|---|
| <input type="checkbox"/> The premises were created by substantial renovation | <input type="checkbox"/> The purchaser is registered for GST and acquires the property for a creditable purpose |
| <input type="checkbox"/> The premises are commercial residential premises | |

SETTLEMENT

General condition 10

Is due on / /20

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; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) or 9(b) shall apply.

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

- Entitled to vacant possession.

OR

- Subject to a lease**, particulars of which are:
 - Attached; or
 - As follows:

~~**TERMS CONTRACT**~~

~~*Add special conditions.*~~

~~This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962.~~

- Yes No

LOAN

General condition 14(a)-(d)

This contract is subject to a loan being approved within:

- 21 days **OR** 14 days from the contract date (approval period)

Lender:

Loan amount: \$

BUILDING AND PEST REPORT

General condition 14(e)-(f)

This contract is subject to:

- Building report. Provider:
- Pest report. Provider:

Special conditions

- Yes No

1.

2.

3.

Special Conditions

Special Condition – 1. Auction

- 1.1 If the property is offered for sale by public auction, it is subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the Schedule to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.
- 1.2 The person making the highest bid which is accepted by the auctioneer must immediately upon acceptance sign this Contract and pay the deposit to the vendor's estate agent forthwith and in default thereof:
 - (a) The vendor may at any time sell the property to another person either by auction or private treaty; and
 - (b) The Purchaser will have no rights against the vendor, the vendor's estate agents or the auctioneer and will not be entitled to call for a contract of sale of the property and will not have any legal or equitable interest in the property and will be liable to pay to the vendor any deficiency in price on resale and the Costs of such resale.

Sale of Land Regulations 2005

Schedule 1

General Rules for the Conduct of Public Auctions of Land

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property

Special Condition – 2. Christmas Period

- 2.1 The due date for settlement stipulated in the Particulars of Sale must not be between 23rd December 2024 and 10th January 2025 (inclusive). In the event that a date within this period is stipulated as the due date for settlement, this Special Condition shall prevail and have the effect of altering the due date for settlement to read 13th January 2025.

Special Condition – 3. General Acknowledgements

3.1 The purchaser acknowledges that:

- (a) Prior to signing this Contract the purchaser was provided a copy of the complete vendors Statement including all attachments referred to therein, including but not limited to a Due Dilligence Checklist;
- (b) The vendor has provided the purchaser an effective opportunity to negotiate the terms of this contract;
- (c) Any marketing and/or sales material which the Purchaer has been provided by the vendor or any person on behalf of the vendor show a general concept only, which is subject to change. The purchaser shall not make any Claim against the vendor due to any matter inconsistent with the concept shown in the marketing and/or sales material and the final plan of subdivision.
- (d) The purchaser does not rely on any warranty or representation made by the vendor or any person on behalf of the vendor;
- (e) The purchaser has relied entirely on their own enquires relating to and inspection of the Property incuding but without limitation:
 - (i) The potential use of the Property and any services to and on the Property;
 - (ii) The use or development of any land adjoining the Property; and
 - (iii) The matters referred to in the Due Diligence Checklist.

Special condition – 4. Settlement

- 4.1 If there is a requirement under this Contract to perform an obligation in particular but not limited to payment of the balance on the settlement date, that obligation must be performed by no later than 5.00pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to default by the party responsible for performing that obligation, then the party who fails to perform that obligation by the stated time on the date shall be in default.
- 4.2 The purchaser shall pay to the vendors representative the sum of \$220.00 inc GST for each change to the settlement date (or otherchange to the contract or settlement documents), at the purchaser's request.

Special condition – 5. Vendor's Damages

- 5.1 The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the Property on the due date under this Contract or at a time subsequently arranged by consent of the parties, the vendor will or may suffer the following losses and expenses which the purchaser shall pay in addition to any interest chargeable on the balance of purchase moneys in accordance with the terms of this Contract:
- (a) This costs of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance calculated from the due date for Settlement;
 - (b) Any penalties payable by the vendor to a third party through any delay in completion of the vendor's purchase of another property;
 - (c) Interest payable by the vendor under any existing mortgage over the property calculated from the due date for Settlement;
 - (d) Accommodation expenses necessarily incurred by the vendor;
 - (e) Legal costs and expenses as between the vendor's representative and the vendor due to the default; and
 - (f) The vendor reserves its rights to claim liquidated damages.

Special condition – 6. Status of Improvements

- 6.1 The land and any improvements thereon are hereby sold as inspected by the purchaser.
- 6.2 The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise.
- 6.3 The vendor makes no representations as to whether the improvements on the land sold or any alterations or additions thereto comply with the Victorian Building Regulations or the requirements of the Local Municipal Council.
- 6.4 The purchaser shall not make any requisition or claim any compensation in respect of any noncompliance with the regulations and the purchaser shall not call upon the vendor to bear any part whatsoever of the cost of complying with the regulations.

Special condition – 7. Adjustments

- 7.1 The purchaser agrees to provide a copy of all certificates obtained by them to complete any adjustments to the vendor's representative at the time of submitting the statement of adjustments.
- 7.2 The vendor will not be obliged to provide cheque directions until this clause 7.1 has been complied with.
- 7.3 If the statement of adjustments is not provided at least 7 days prior to settlement date the purchaser will be in default under this contract and as a result will be liable to pay an administration fee to the vendor Representative of \$220.00 inclusive of GST for the delay in receiving the adjustments.

Special condition – 8. Electronic Signing

- 8.1 In this special 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.
- 8.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 8.3 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.
- 8.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 8.5 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.
- 8.6 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.

Special Condition – 9. Building and Pest Report

- 9.1 General Condition 14 (f) (iv) of the Contract of Sale is replaced with the following:

Is not in default under any other condition of this contract when the notice is given, and Obtains a written report from a Registered Building Practitioner or Architect or a Pest Control Operator licensed under Victorian Law which discloses a current defect in a structure on the land and designates it as a major building defect and or discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land.

Special condition – 10. Condition of Property and Chattels

- 10.1 The purchaser acknowledges that they have inspected the Property and Chattels prior to the day of sale. The purchaser agrees that the purchaser is purchasing and will accept delivery of the Property and Chattels in their present condition and state of repair and will accept any defects existing at the date hereof. The purchaser agrees that the vendor is under no liability or obligation to carry out repairs, renovations, alterations, or improvements.

Special Condition – 11. purchaser Warranties

11.1 The purchaser acknowledges and agrees:

- (a) Prior to signing this Contract the purchaser inspected and established the state and condition of the Property, including its gardens and landscaping, and accepts it in the state and condition as inspected and shall make no claim or requisition or objection in connection with any variation in the state and condition thereof reasonably attributable to fair wear and tear or constituting minor deterioration or degradation due to weathering of Act of God and occurring between the Day of Sale and Settlement date nor delay settlement on account thereof; and
- (b) Pending Settlement, the vendor may, and shall be at liberty to, disconnect any utilities, including but not limited to electricity, gas, and telephone, that may have been connected to and/or servicing the Property on the Day of Sale; the Purchaser shall be wholly responsible for the cost of reconnection of any service to the Property and no claim shall be made against the vendor in relation thereto.

Special Condition – 12. Finance

12.1 Should the Purchaser wish to exercise their rights under General Condition 14 (d) of the Contract of Sale, the Purchaser must, in addition to complying with General Conditions 14 (d) (i) - (v) inclusive provide the vendor's Conveyancer with a letter from the Purchaser's Lender which confirms that the home loan application for the Purchaser named in the Contract and property address and loan amount set out in the Contract has been rejected. The purchaser does not have the right to end the Contract unless this letter is provided strictly within the timeframe set out in General Condition 14 (d) of the Contract. A letter from a mortgage broker is not sufficient in this regard.

Contract of sale of land 2024 edition

Part 2 General Conditions

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

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1962 in accordance with Division 2 of Part II of that Act.

1. Encumbrances

- (a) The purchaser buys the property subject to:
 - (i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (ii) Any reservations in the crown grant; and
 - (iii) Any lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act

2. Vendor warranties

- (a) The vendor warrants that the vendor:
 - (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and
 - (iv) 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

- (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
 - (ii) 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
 - (iii) 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.
- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) 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.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.
- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties

form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;
 - (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:

- A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
- B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
- C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
- D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and
 - C. Ensure that keys enabling access to the property are available to the purchaser.
 - (b) The vendor's obligations under this general condition continue after settlement.
 - (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.
- by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
 - (e) Payments may be made or tendered:
 - (i) In cash; or
 - (ii) By cheque drawn on an authorised deposit taking institution; or
 - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
 - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) Must be paid to the vendor's estate agent, legal practitioner or conveyancer and held
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's

caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:

- (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
- (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title; and
 - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
 - (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if **'going concern'** is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and

Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.

- (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if **'farmland used for farming business or sale of subdivided farmland to an associate'** is specified in the particulars of sale.
- (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
 - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
 - (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (f) This clause applies if **'mixed supply'** is specified in the particulars of sale.
- (i) GST is included in the price.
 - (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
 - (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
 - (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the

purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

(g) GST withholding - Residential premises or potential residential land

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice
 - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
 - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
 - A. Where the margin scheme applies 7% of the purchase price; otherwise
 - B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount
 - A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
 - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the

Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

(v) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

14. Loan, building report or pest report

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
 - (i) Grant the extension request; or
 - (ii) Advise the purchaser that the extension request is refused,
 - in which case the purchaser may, within 2 clear business days either:
 - (iii) End the contract; or
 - (iv) Advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:
 - (i) End the contract; or
 - (ii) Advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:

- (i) Applied for the loan; and
 - (ii) Did everything reasonably required to obtain approval of the loan; and
 - (iii) Provides written proof to the vendor that the loan was not approved; and
 - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
 - (v) Is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
- (i) Applied for the report; and
 - (ii) Provides the vendor with a copy of the written report; and
 - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
 - (iv) Is not in default under any other condition of this contract when the notice is given, and
 - (v) the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.
- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in

accordance with this general condition.

15. Adjustments

- (a) 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. However, tax for which the vendor is or may become liable under the Land Tax Act 2005 in respect of the land will not be apportioned when the sale price is less than the threshold amount determined under s 10I of the Sale of Land Act 1962.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) 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
 - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.
- (f) If the price is \$750,000 or more the purchaser is

entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.

- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) 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.
- (b) A document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) By email.
- (c) Unless proven otherwise, any document sent by:
 - (i) Express post is taken to have been served on the next business day after posting;

- (ii) Priority post is taken to have been served on the fourth business day after posting;
- (iii) Regular post is taken to have been served on the sixth business day after posting;
- (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
- (v) 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.

- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.
- (b) The purchaser is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.

- (c) The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

23. Loss or damage before settlement

- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale, at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

26. Interest

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

27. Default notice

- (a) 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.
- (b) The default notice must:
 - (i) Specify the particulars of the default; and
 - (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. The default is remedied; and
 - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.

- (b) The rescission notice must:
 - (i) Specify the particulars of the failure to comply with the default notice; and
 - (ii) State that the contract will be ended in 10 days after the notice is given unless:
 - A. The default is remedied; and
 - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
 - (ii) All those amounts are a charge on the land until payment; and
 - (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The vendor is entitled to possession of the property; and
 - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. 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
 - (iv) 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
- (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

GUARANTEE and INDEMNITY

I/We.....of.....

andof.....

being the **Sole Director / Directors** ofACN

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

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

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

This day of 20.....

SIGNED SEALED AND DELIVERED by the said)

)

Print name

)

Director (sign)

In the presence of:

)

Witness

)

SIGNED SEALED AND DELIVERED by the said)

)

Print name

) Director (sign)

In the presence of:)

Witness)

.....

.....

Vendor Statement

Property address: 7 Withers Road, Bonshaw, Victoria 3352

Vendor: Maria Longo

Purchaser:

Prepared by
MCP Legal
Olderfleet Building
35, 447 Collins Street
Melbourne VIC 3000
GPO Box 1307, Melbourne VIC 3001

Email: v.cannito@mcplegal.com.au
Ref: VC:MM:7682/24

Vendor statement

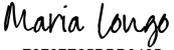
The vendor makes this statement in respect of the land in accordance with section 32 of the Sale of Land Act 1962.

This statement must be signed by, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The parties 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: 7 Withers Road, Bonshaw, Victoria 3352

Signed by:

E3787E25DBD0465...

SIGNED BY THE VENDOR

Name: **Maria Longo**

On 17/10/2024 /

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SIGNED BY THE PURCHASER

Name:

On / /

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SUMMARY PAGE OF THE VENDOR STATEMENT (Please tick)

| ✓ | Topic | ✓ | Topic | ✓ | Topic |
|---|---------------------|---|-------------------------|---|---|
| ✓ | Attachments | | Subdivision | | Building insurance |
| ✓ | Title | | Owners corporation | | Terms contract |
| ✓ | Land use & services | | Notices | | Sale subject to mortgage |
| ✓ | Planning | | Building permits | | (GAIC) Growth areas infrastructure contribution |
| ✓ | Financial matters | | Owner builder insurance | | Disclosure of energy information |

ATTACHMENTS

Any certificates, documents and other attachments may be annexed or further information added here.

Attached.

Further information:

TITLE

(a) Attached are copies of the following documents:

Register Search Statement and the document referred to as the diagram location in the Register Search Statement.

General Law Title.

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

(b) Evidence of the vendor's right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

Not Applicable

LAND USE AND SERVICES

(a) Easements, covenants, or other similar restrictions

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

Attached copies of title document/s.

OR

Full description:

Nil

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

NOT THE VENDORS KNOWLEDGE

(b) Services

The following services are **NOT** connected to the land:

Electricity supply Gas supply Telephone Water supply Sewerage

(c) Road access Yes No

PLANNING

(a) Planning scheme

Attached is a certificate with the required specified information.

(b) Designated bushfire prone area

Yes No Under [section 192A](#) of the Building Act 1993

FINANCIAL MATTERS

(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest

Contained in the attached certificate/s.

(b) Particulars of any charge under any Act

Amount owing: To chargee:

Other particulars, including dates and times of payments:

(c) Tax reform scheme land

(i) Is the land Tax Reform Scheme Land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024? Yes No

(ii) The Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines most recently allocated to the land is:

Refer to Land Tax Certificate

(iii) If the land is Tax Reform Scheme Land, the Entry Date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 is:

Not applicable



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 12517 FOLIO 931

Security no : 124119085599K
Produced 16/10/2024 04:27 PM

LAND DESCRIPTION

Lot 22 on Plan of Subdivision 841975M.
PARENT TITLE Volume 12008 Folio 494
Created by instrument PS841975M 29/11/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARIA LONGO of 27 AQUANITA CRESCENT KEILOR DOWNS VIC 3038
AX560295E 14/12/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS841975M 29/11/2023

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
AN316218B 28/11/2016

DIAGRAM LOCATION

SEE PS841975M 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: 7 WITHERS ROAD BONSHAW VIC 3352

DOCUMENT END



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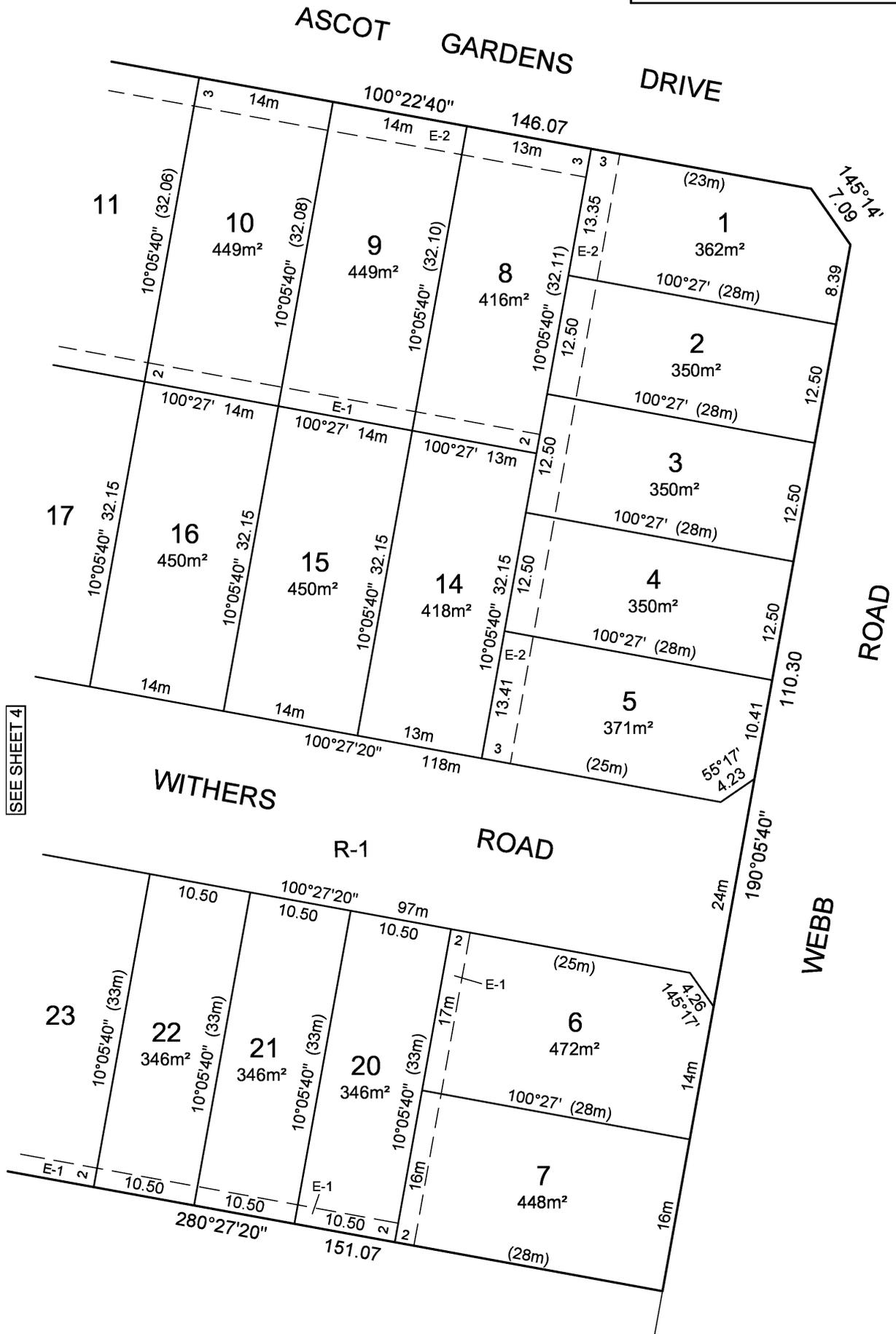
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| Number of Pages (excluding this cover sheet) | 5 |
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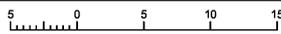


SEE SHEET 4

Land Surveys

T (03) 9646 0864 www.landsurveys.net.au
E melbourne@landsurveys.net.au
Unit 2, 85 Salmon Street, Port Melbourne VIC 3207
Surveyors Reference: 2104199

SCALE
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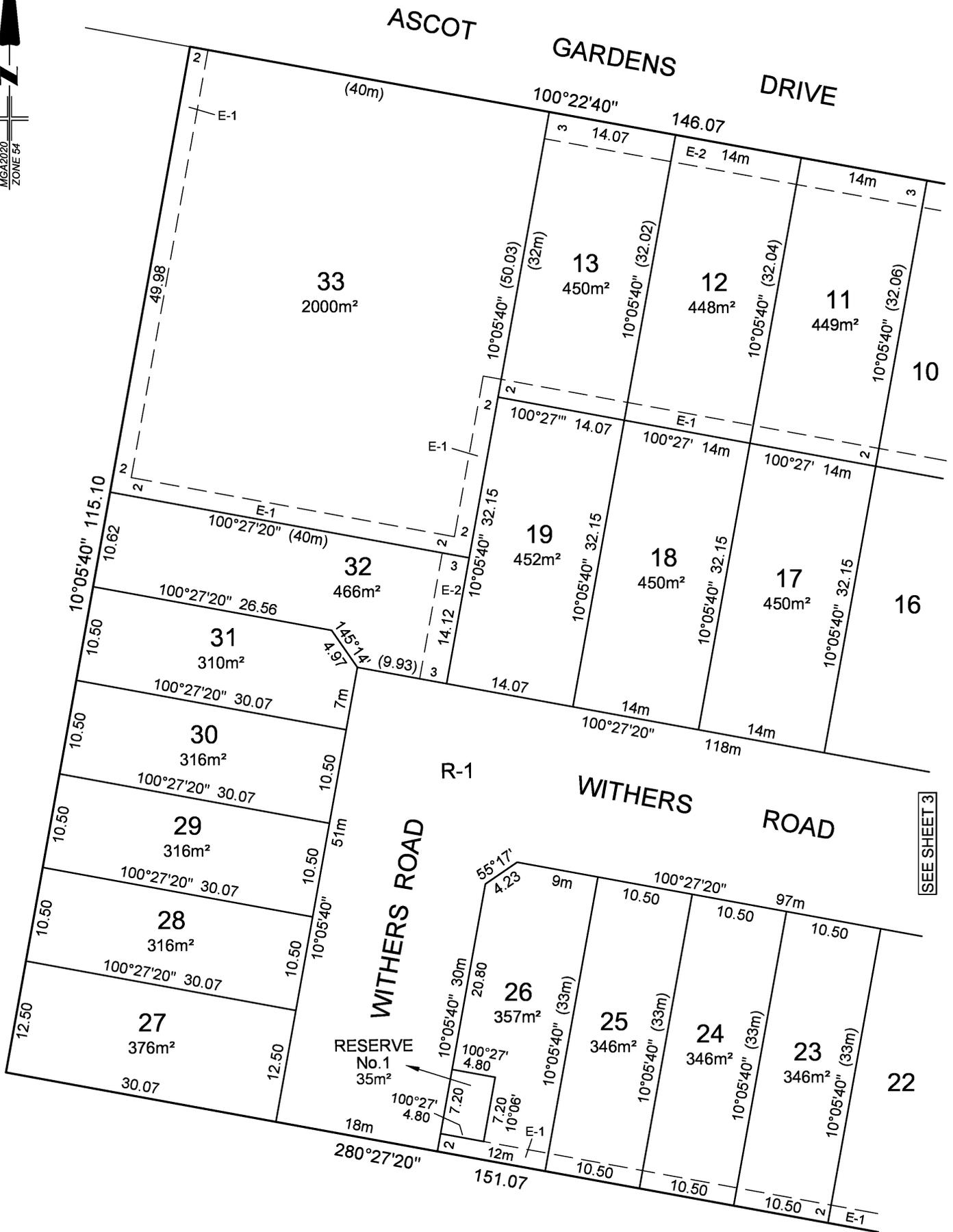
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SHEET 3

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Surveyor's Plan Version (3),
29/09/2022, SPEAR Ref: S185812C

Digitally signed by:
Ballarat City Council,
23/11/2022,
SPEAR Ref: S185812C

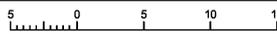
PS841975M



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Digitally signed by:
 Ballarat City Council,
 23/11/2022,
 SPEAR Ref: S185812C

PS841975M

CREATION OF RESTRICTIONS

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTIONS WITH THE INTENT THAT THE BURDEN OF THE RESTRICTIONS RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTIONS IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTIONS ARE CREATED.

DESCRIPTION OF RESTRICTION 1

NO MORE THAN ONE DWELLING IS TO BE CONSTRUCTED OR ALLOWED TO REMAIN ON EACH LOT. NO LOT SHALL BE FURTHER SUBDIVIDED TO CREATE ADDITIONAL LOTS.

LAND BURDENED: ALL LOTS ON THIS PLAN EXCLUDING LOT 33.
LAND TO BENEFIT: ALL LOTS ON THIS PLAN.

EXPIRY: THIS RESTRCITION SHALL CEASE TO HAVE EFFECT AFTER 1ST JANUARY 2030.

DESCRIPTION OF RESTRICTION 2

THE REGISTERED PROPRIETORS OF ANY LOT MUST NOT BUILD OR CAUSE TO BE BUILT OR ALLOW TO REMAIN A DWELLING OR ANY OTHER IMPROVEMENTS, OR CARRY OUT, CAUSE TO BE CARRIED OUT, OR ALLOW TO BE CARRIED OUT, ANY BUILDING OR CONSTRUCTION ON THE LOT UNLESS:

- COPIES OF THE SITE PLAN, FLOOR PLAN, ELEVATIONS, LANDSCAPE PLAN, AND SUCH OTHER DOCUMENTS REQUIRED BY THE MAPLE LANE RISE DESIGN GUIDELINES (PLANS) HAVE BEEN SUBMITTED TO THE MAPLE LANE RISE DESIGN REVIEW PANEL;
- THE PLANS COMPLY WITH THE MAPLE LANE RISE DESIGN GUIDELINES (AS AMENDED FROM TIME TO TIME); AND
- THE MAPLE LANE RISE DESIGN REVIEW PANEL HAS GIVEN ITS WRITTEN APPROVAL TO THE PLANS PRIOR TO THE COMMENCEMENT OF WORKS

LAND BURDENED: ALL LOTS ON THIS PLAN EXCLUDING LOT 33.
LAND TO BENEFIT: ALL LOTS ON THIS PLAN.

EXPIRY: THIS RESTRCITION SHALL CEASE TO HAVE EFFECT AFTER 1ST JANUARY 2030.

DESCRIPTION OF RESTRICTION 3

NO DWELLING SHALL BE CONSTRUCTED ON THE BURDENED LAND, UNLESS:

- IT HAS A RAINWATER TANK THAT IS 2 KILOLITRE OR LARGER INSTALLED;
- A MINIMUM OF 90% THE ROOF OF THE DWELLING DRAINS INTO THE RAINWATER TANK;
- RAINWATER FROM THE RAINWATER TANK IS THE PRIMARY SUPPLY FOR ALL THE TOILETS AND OUTDOOR USAGE PROVIDED, HOWEVER, THAT A MAINS WATER SYSTEM CAN BE USED WHEN RAINWATER IS UNAVAILABLE.

LAND BURDENED: ALL LOTS ON THIS PLAN EXCLUDING LOT 33.
LAND TO BENEFIT: ALL LOTS ON THIS PLAN.

VARIATION

VARIATIONS TO THESE RESTRICTIONS WILL REQUIRE PLANNING APPROVAL FROM THE RESPONSIBLE AUTHORITY.



T (03) 9646 0864 www.landsurveys.net.au
E melbourne@landsurveys.net.au
Unit 2, 85 Salmon Street, Port Melbourne VIC 3207
Surveyors Reference: 2104199

SCALE
NTS

Digitally signed by: Myles Sewell, Licensed Surveyor,
Surveyor's Plan Version (3),
29/09/2022, SPEAR Ref: S185812C

ORIGINAL SHEET
SIZE: A3

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Ballarat City Council,
23/11/2022,
SPEAR Ref: S185812C

SHEET 5



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Application by a responsible authority for the recording of an agreement

Section 181 **Planning and Environment Act 1987**

Form 21

Lodged by:

Name: Harwood Andrews
Phone: 5225 5225
Address: 70 Gheringhap Street, Geelong 3220
Ref: 5AJS:21604762
Customer code: 2235J

| | | | |
|------------------------------------|---|---------|-----|
| P | AN316218B | | |
| Th | 28/11/2016 | \$92.70 | 173 |
| co |  | | |
| Til | | | |
| ar, | | | |
| maintaining registers and indexes. | | | |

The responsible 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: *(insert Volume and Folio reference) (if part only, define the part)*
Certificate of Title Volume 10203 Folio 895

Responsible authority: *(name and address)*
Ballarat City Council, The Phoenix, 25 Armstrong Street South, BALLARAT 3350

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

A copy of the agreement is attached to this application:

Signature for the responsible authority: *Deanne Wilson*

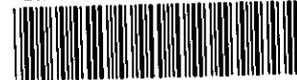
Name of officer: *Deanne Wilson*

Date: *23 November 2016*

KEEP

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**HARWOOD
ANDREWS**

**SECTION 173 AGREEMENT
PLANNING AND ENVIRONMENT ACT 1987**

BALLARAT CITY COUNCIL
Council

- and -

RALPH DOUGLAS BRAYSHAW AND SUZANNE GLENDA BRAYSHAW
Owner

in relation to land at:

64 Webb Road, Bonshaw, Victoria, 3352

Harwood Andrews
ABN 98 076 868 034
70 Gheringhap Street,
Geelong 3220, Victoria, Australia
DX 22019 Geelong
PO Box 101 Geelong Vic 3220

T 03 5225 5225 F 03 5225 5222

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THIS AGREEMENT is made on the *23rd* day of *Nov* 2016.

PARTIES:

1. **BALLARAT CITY COUNCIL** of 25 Armstrong Street South, Ballarat, Victoria (**Council**); and
2. **RALPH DOUGLAS BRAYSHAW** and **SUZANNE GLENDA BRAYSHAW** of 64 Webb Road, Bonshaw, Victoria (**Owner**).

RECITALS:

- R1. Council is the responsible authority under the Planning Scheme. Council is also the Collecting Agency under the DCP for the purposes of section 46H of the Act, and is the Development Agency under the DCP for the purposes of section 46K of the Act.
- R2. Council enters into this Agreement in its capacity as the responsible authority, the Collecting Agency and the Development Agency.
- R3. The Owner is or is entitled to be the registered proprietor of the Land.
- R4. The Land is subject to the Urban Growth Zone (Schedule 2) and the Development Contributions Plan Overlay (Schedule 1) under the Planning Scheme. The PSP and the DCP apply to the Land.
- R5. The DCP sets out the contributions required from individual landholders within the area covered by the DCP to fund infrastructure and services required as a result of development of the area covered by the DCP.
- R6. The DCP provides that if the Collecting Agency agrees in writing, infrastructure or land projects may be provided by landholders developing land covered by the DCP with a credit being provided to the landholder against their Development Infrastructure Levy liability.
- R7. On the terms and conditions set out in this Agreement, the Collecting Agency has agreed to the Owner delivering the DCP Land Project in exchange for payment in accordance with the DCP. Given the landowner is not intending to develop its land within the timeframe in which the DCP Land Project is required, Council has agreed to make a payment to the Owner for the DCP Land Project rather than providing the Owner with a credit against its Development Infrastructure Levy liability.
- R8. The DCP Land Project is required to enable another landowner to undertake DCP Construction Project DI_RD_29, being the Webb Road widening.
- R9. The Owner will be required to pay the Development Infrastructure Levy in respect of the Land when it develops the Land and it will not receive any credit against its liability to pay this levy for the provision of the DCP Land Project.
- R10. This Agreement is entered into between Council and the Owner pursuant to section 173 of the Act, in order to:
 - i) set out the obligations of the Owner to transfer land to Council for the DCP Land Project in exchange for payment in accordance with the DCP and this Agreement; and
 - ii) achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

AN316218B**OPERATIVE PART:****1 DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this Agreement, the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

- (1) **Act** means the *Planning and Environment Act 1987*.
- (2) **Agreement** means this agreement and any agreement executed by the Parties expressed to be supplemental to this agreement.
- (3) **DCP** means the document incorporated into the Planning Scheme entitled 'Ballarat West Development Contributions Plan' version 4.2, dated July 2014, as amended from time to time.
- (4) **DCP Land Project** means that part of the land described in Schedule 2 and shown as Road R-1 on the proposed plan of subdivision attached in Schedule 3 and, except as otherwise provided in this Agreement, is the land identified in the DCP.
- (5) **Development Infrastructure Levy** means the development infrastructure levy required to be paid in accordance with the DCP and this Agreement calculated in accordance with the DCP.
- (6) **Endorsed Plan** means the plans endorsed under the Permit.
- (7) **Fencing** means fencing to be erected along the boundary between "Lot 1" and "Road R-1" on the proposed plan of subdivision attached in Schedule 3 which is a minimum of 2.1m in height, consisting of 1.8m of Colourbond Material with a 300mm treated pine plinth, including the supply of appropriate wind bracing stays at required intervals.
- (8) **GAIC** means the Growth Areas Infrastructure Charge under the Act.
- (9) **GST Act** means the *New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time.
- (10) **Infrastructure Project** means an infrastructure project identified in the DCP as being funded by the DCP, including community infrastructure, community facility, drainage, open space, road construction and traffic management items.
- (11) **Indexation** has the meaning identified in the first bullet point in clause 4.1 of the DCP and in the event that one or more of the listed indexes is no longer available then the Council will nominate a replacement index.
- (12) **Land** means the land located at 64 Webb Road, Bonshaw described in Schedule 1 and any reference to the Land includes any lot created by the subdivision of the Land or any part of it.
- (13) **Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of the Land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local road, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purpose of this Agreement, localised infrastructure does not include the

infrastructure required in accordance with the DCP or other infrastructure that is in the nature of regional or state infrastructure.

- (14) **Owner** means the person registered or entitled from time to time to be registered by the Registrar of Titles as proprietor of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession.
- (15) **Party or Parties** means the Owner and Council under this Agreement as appropriate.
- (16) **Plan of Subdivision** means a plan showing the subdivision of the Land which creates an additional lot which can be disposed of separately or which can be re-subdivided.
- (17) **Planning Scheme** means the Ballarat Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- (18) **PSP** means the document incorporated into the Planning Scheme entitled 'Ballarat West Precinct Structure Plan' dated June 2012, as amended from time to time.
- (19) **Schedule** means a schedule to this Agreement.
- (20) **Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988*.
- (21) **Tribunal** means the Victorian Civil and Administrative Tribunal.

1.2 Interpretation

In the interpretation of this Agreement (including its recitals and any schedules) except to the extent that the context otherwise requires:

- (1) words (including defined expressions) denoting the singular will be deemed to include the plural and vice versa;
- (2) words (including defined expressions) denoting any gender will be deemed to include all other genders;
- (3) words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa;
- (4) references to a statute or statutory provision will be deemed to include any statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and any by laws, local laws, licences, statutory instruments, rules and regulations, orders, notices and directions, consents or permission made under it and any condition attaching to it;
- (5) headings are included for convenience only and will not affect the interpretation of this Agreement or any schedule;
- (6) references to clauses, recitals and schedules are to clauses of, and recitals and schedules to, this Agreement;
- (7) references to the Parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be;
- (8) reference to the Land in this Agreement will include a reference to any lot created by the subdivision of the Land or any part of it;

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- (9) reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time; and
- (10) where a word or phrase is given a definite meaning in this Agreement a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- (11) where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

2 OWNERS' COVENANTS

2.1 Provision of DCP Land Projects

The Owner agrees that the Owner will transfer or vest the land comprising the DCP Land Project to Council:

- (1) prior to the time listed in Column G of Schedule 2 for that DCP Land Project or at such other timeframe agreed to in writing by Council;
- (2) in accordance with clause 2.2.

2.2 Condition of the land

The Owner acknowledges and agrees that any land transferred to Council in accordance with clause 2.1 of this Agreement, must:

- (1) be sown to grass to the satisfaction of Council except as agreed by Council;
- (2) be free of all encumbrances except as agreed by Council;
- (3) be free from contamination;
- (4) have any liability for GAIC and tax discharged prior to it being transferred to Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council; and
- (5) be accompanied by a certificate from the State Revenue Office certifying that all GAIC (if applicable) or any tax liabilities in respect of the land have been discharged.

2.3 Payment for a DCP Land Project

The Council agrees that it will, upon the Owner complying with its obligation under clause 2.1, pay to the Owner the amount shown for that DCP Land Project in Column D of Schedule 2.

2.4 No further compensation payable

The Owner acknowledges that, upon the Council complying with its obligation under clause 2.3, no further compensation is payable to the Owner in relation to the land transferred to Council under clause 2.1.

3 COUNCIL'S OBLIGATIONS

3.1 Council to pay Owner's costs

Council agrees to pay all reasonable:

- (1) surveying, transfer and legal agreement preparation costs; and



- (2) costs of Fencing.

4 TRANSFER OR FURTHER COVENANTS OF THE OWNER

4.1 Owner's warranties

The Owner warrants and covenants with Council that:

- (1) it owns the Land;
- (2) save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part thereof and not disclosed by the usual searches;
- (3) no part of the Land is subject to any right obtained by adverse possession;
- (4) it has not entered into any contract of sale or lease in respect of the Land or any part thereof which option, contract or lease is still subsisting; and
- (5) they will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part thereof without first providing to their successors a copy of this Agreement.

4.2 Further actions

The Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the Land, it, and the Owner's successors in title, will:

- (1) give effect to, do all acts and sign all agreements requiring those successors to give effect to this Agreement; and
- (2) execute a deed agreeing to be bound by this Agreement.

5 REGISTRATION OF AGREEMENT

The Parties agree that the Council will after the execution of the Agreement register the Agreement on the titles of the Land pursuant to the provisions of Section 181 of the Act.

6 AMENDMENT

This Agreement may be amended only in accordance with the requirements of the Act.

7 WAIVER

No waiver by any Party of any default in the strict and literal performance of or compliance with any provision condition or requirement in this Agreement will be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement nor to be a waiver of or in any way release any Party from compliance with any provision condition or requirement in the future nor will any delay or omission of any Party to exercise any right under this Agreement in any manner impair the exercise of such right accruing to it thereafter.

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**8 NO FETTERING OF COUNCIL'S POWERS**

The Parties acknowledge and agree that:

- (1) this Agreement does not fetter or restrict the power or discretion of the Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land;
- (2) for clarity, nothing in this Agreement which provides for the provision of contributions to the Infrastructure Projects shall fetter the Council's ability to require the Owner to contribute to or provide Localised Infrastructure required by the subdivision of the Land; and
- (3) for clarity, nothing in this Agreement shall fetter the Council's discretion in relation to the delivery of any Infrastructure Project.

9 NOTICE

All notices and other communications provided for or permitted by this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the addresses of the Parties as specified in this Agreement or to such other address or person as any Party may specify by notice in writing to the other Party or Parties, and may be sent by an agent of the Party sending the notice. Each notice or communication will be deemed to have been duly received:

- (1) not later than two business days after being deposited in the mail with postage prepaid;
- (2) when delivered by hand;
- (3) if sent by email upon production of a delivery confirmation report received by the sender which records the time the email was delivered unless the sender received a delivery failure notification; or
- (4) if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

10 COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Council its reasonable costs of action taken to achieve compliance with this Agreement.

11 JURISDICTION

This Agreement will be governed by and construed in accordance with the law of the State of Victoria and each of the Parties hereby submits to the jurisdiction of the Courts of the State of Victoria and the Victorian Civil and Administrative Tribunal.

12 INVALIDITY OF ANY CLAUSE

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are

self sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

13 AGREEMENT BINDING ON SUCCESSORS OF OWNER

This Agreement will extend to and bind the Owners' successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them shall also be binding on their successors transferees purchasers mortgagees and assigns as if each of them had separately executed this Agreement.

14 JOINT OBLIGATIONS

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

15 GST

The Parties agree that:

- (1) in this clause 'GST Act' means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;
- (2) expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act;
- (3) amounts payable and consideration provided under or in respect of this Agreement are GST exclusive;
- (4) the recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a Party's entry into this document; and
- (5) a Party is not obliged, under clause 15.4, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

16 THE PARTIES AGREE

16.1 Registration and commencement of Agreement

The Parties agree that:

- (1) the Parties shall do all things necessary (including signing any further agreement, acknowledgment or document) to give full effect to the terms of this Agreement and to enable the Council to register this Agreement on the titles to the Land in accordance with the Act;
- (2) the Agreement shall commence on the date that it bears;
- (3) this Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is

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binding on the Parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

- (a) must be treated as an original counterpart;
- (b) is sufficient evidence of the execution of the original; and
- (c) may be produced in evidence for all purposes in place of the original.

17 ENDING OF AGREEMENT

The Parties agree that:

- (1) this Agreement will end:
 - (a) once the Owner has completed, to the satisfaction of Council all of the obligations imposed upon it under this Agreement and Council has complied with clause 3; or
 - (b) otherwise by agreement between the Parties in accordance with Section 177(2) of the Act;
- (2) once this Agreement ends with respect to part or all of the Land, Council will, within 28 days of the Agreement ending with respect to that part of all of the Land, following a request from the Owner, complete and execute within 21 days all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to the relevant land.

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EXECUTED BY THE PARTIES

Signed sealed and delivered as a deed by the Parties

SIGNED SEALED AND DELIVERED on behalf of the **BALLARAT CITY COUNCIL** by Leanne Wilson, Manager Statutory Planning, pursuant to an instrument of delegation authorised by Council resolution, in the presence of:

Leanne Wilson

.....
Leanne Wilson

[Handwritten signature]

.....
Witness

SIGNED SEALED AND DELIVERED by the said **RALPH DOUGLAS BRAYSHAW** in the presence of:

[Handwritten signature]

.....
Signature of witness

[Handwritten signature]

.....
Name of witness **Fiona Nicholle Walker**
Clerk to Yanner Mann Dobson Law
14 Dawson St. Sth. Ballarat
.....
Address of witness **an Australian Legal Practitioner within the meaning of**
the Legal Profession Uniform Law (Vic)

SIGNED SEALED AND DELIVERED by the said **SUZANNE GLENDA BRAYSHAW** in the presence of:

[Handwritten signature]

.....
Signature of witness

Suzanne Brayshaw

.....
Name of witness **Fiona Nicholle Walker**
Clerk to Yanner Mann Dobson Law
14 Dawson St. Sth. Ballarat
.....
Address of witness **an Australian Legal Practitioner within the meaning of**
the Legal Profession Uniform Law (Vic)

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MORTGAGEE CONSENT

Westpac Banking Corporation as Mortgagee under Instrument of Mortgage No. AG980224J consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED: 11/11/2016

Executed for and on behalf of
Westpac Banking Corporation

Westpac Banking Corporation
ABN 33 007 457 141 the
Mortgagee under Mortgage
No. AG 980224J HEREBY
CONSENTS to the within
Dated this 11 day of Nov 2016
Westpac Banking Corporation
By its Attorney

Antonio Varricchio
Tier Three Attorney
The Mortgage Centre

.....
General Power of Attorney dated
17 January 2001 filed in the
Permanent Order Book No. 277
at page 016.
In the presence of [Signature]
.....
Signature of Witness

..... Elizabeth Ann Barnes
Name of Witness (BLOCK LETTERS)

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Schedule 1 – details of the Land

Land

Land description

64 Webb Road, Bonshaw, Victoria 3352

Certificate of title description

Certificate of Title volume 10203 folio 895 (Lot 9
PS 329735R)

Schedule 2 – Works in kind and project land to be provided

| Column A | Column B | Column C | Column D | Column E | Column F | Column G |
|------------------|--------------------------|--|--|---|---|--|
| DCP Land Project | DCP Construction Project | DCP Infrastructure Item Description | Payment to be made to Owner for DCP Land Project | Credit to be provided to Owner for DCP Construction Project | % of DCP Project to be delivered | Trigger for DCP Land Project provision |
| DI_LA_16 | N/A | Land acquisition to widen the existing 20m Webb Road reservation to 24m (total area to be acquired 0.26ha) | \$55,000 | N/A | 20% of DCP Project being an area of 582 sqm | 30 September 2016 or at such other timeframe agreed to in writing by Council |

Notes:

1. The amount specified in Column D of Schedule 2 represents the agreed value of the DCP Land Project calculated as at the date of this Agreement at a rate of approximately \$94.50 per square metre.
2. The rate for the land in paragraph 1 above is based on independent valuations which were obtained in accordance with the DCP, and incorporated into the DCP in June 2016.



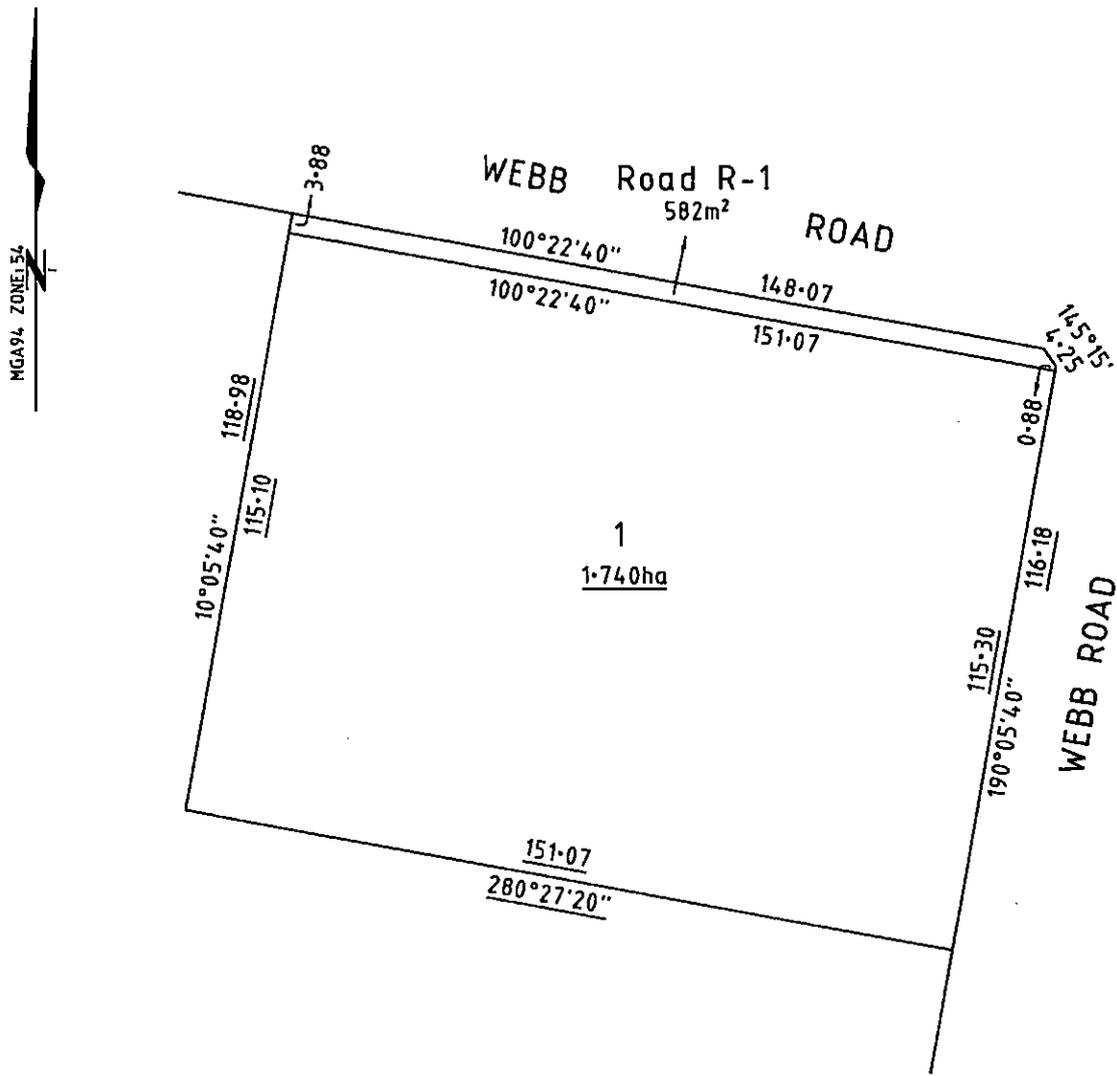
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VESTING DATES & TRANSFER REGISTRATION DATES OF ACQUIREE

| Land affected | Land acquired by compulsory process | | | Land acquired by agreement | LRS reference | Assistant Registrar of Titles Signature |
|---------------|-------------------------------------|--------------------|------|------------------------------|---------------|--|
| | Vesting date | Government Gazette | | Date of recording of vesting | | |
| | | Page | Year | | | |
| Road R1 | — | — | — | — | | |



BW Beveridge Williams
 development & environment consultants
 96 Main Road Ballarat
 PO Box 1465 Bakery Hill 3354
 Ph:53272000 Fax:53272099

SCALE 1:1000

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3 SHEET 2

Ben Long, Version 01

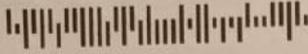
| | | | | | | | |
|--|-----------------------|---------|----------------|--|---|-------------------------|--------------|
| PLAN OF SUBDIVISION UNDER SECTION 35 OF THE SUBDIVISION ACT 1988 | | | | EDITION 1 | AN316218B 28/11/2016 \$92.70 173  | | |
| LOCATION OF LAND PARISH: Cardigan TOWNSHIP: — SECTION: 5 CROWN ALLOTMENT: 1, 2, 5 & 6 (Part) CROWN PORTION: — TITLE REFERENCE: Vol.10203 Fol.895 LAST PLAN REFERENCE: PS329735R (Lot 9) POSTAL ADDRESS: 64 Webb Road (at time of subdivision) Bonshaw 3352 MGA CO-ORDINATES: E: 748200 ZONE: 54 (of approx centre of land N: 5835410 GDA 94 in plan) | | | | COUNCIL NAME | | | |
| VESTING OF ROADS AND/OR RESERVES | | | | NOTATIONS | | | |
| ROADS AND RESERVES VEST IN THE COUNCIL/BODY/PERSON NAMED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED. ONLY ROADS AND RESERVES MARKED THUS (%) VEST UPON REGISTRATION OF THIS PLAN. | | | | Underlined dimensions shown thus <u>151.07</u> are not the result of this survey, and have been derived from title. All the land is to be acquired free from all encumbrances other than any easements specified on this plan. Land to be acquired by compulsory process : Nil Land to be acquired by agreement: Road R-1 | | | |
| IDENTIFIER | COUNCIL/BODY/PERSON | | | | | | |
| Road R-1 | Ballarat City Council | | | | | | |
| NOTATIONS | | | | | | | |
| DEPTH LIMITATION: Nil | | | | | | | |
| SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. Not Applicable This survey has been connected to permanent marks No(s). 17, 30, 43, 44 & 63 In Proclaimed Survey Area No.49 | | | | | | | |
| EASEMENT INFORMATION | | | | | | | |
| LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) | | | | | | | |
| EASEMENTS MARKED (-) ARE EXISTING EASEMENTS. EASEMENTS MARKED (+) ARE CREATED UPON REGISTRATION OF THIS PLAN. EASEMENTS MARKED () ARE CREATED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED. EASEMENTS MARKED (#) ARE REMOVED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED. | | | | | | | |
| Symbol | Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/In Favour Of | | |
| — | — | — | — | — | — | | |
|  Beveridge Williams development & environment consultants 96 Main Road Ballarat PO Box 1465 Bakery Hill 3354 Ph:53272000 Fax:53272099 MicroStation File :-LC00225ps744365F.dgn www.beveridgewilliams.com.au | | | | SURVEYORS FILE REF: 1600225 | | ORIGINAL SHEET SIZE: A3 | SHEET 1 OF 2 |
| | | | | Ben Long, Version 01 | | | |

Valuation and Rate Notice 2024-2025

ABN 37 601 599 422
City of Ballarat Customer Service
25 Armstrong Street South, Ballarat
PO Box 655, Ballarat, VIC, 3353
(03) 5320 5500
info@ballarat.vic.gov.au



For the period
1 July 2024 to 30 June 2025



M Longo
27 Aquanita Crescent
KEILOR DOWNS VIC 3038



025
1002463
R1_10283

Property Details

Site Value \$229,500 Capital Improved Value \$229,500 Net Annual Value \$11,475

Level of Value Date 01/01/2024 Operative Date 01/07/2024 Date Declared 22/05/2024

7 Withers Road, BONSHAW VIC 3352
Lot 22 PS841975

Area 346 sqm AVPC Code 100 : Vacant Residential Site/Surveyed Lot

Details of Rates and Charges

Residential Rate 0.002976 X \$229,500 CIV \$682.99
Fire Services Property Levy - Residential \$151.97
\$132 + (0.000087 X \$229,500 CIV)

Total Due: \$834.96

Assessment No 4705273

Date of issue 01/08/2024

Overdue Pay Now: \$0.00

Current: \$834.96

Total Due: \$834.96

Payment Options

1 Paying in full: Current 2024/25 Rates & Charges
(excludes any overdue rates)

Due date 15/02/2025 \$834.96

2 Paying by 4 instalments
1st instalment includes any overdue amounts

1st instalment 30 September 2024 \$208.86

2nd instalment 30 November 2024 \$208.70

3rd instalment 28 February 2025 \$208.70

4th instalment 31 May 2025 \$208.70

3 Paying by 10 instalments*

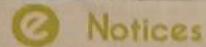
By Direct Debit only. To register and apply go to eservices.ballarat.vic.gov.au

On the 15th of each month from September 2024 to June 2025.

To receive notices via email

Sign up today: ballarat.enotices.com.au
Reference Number: 3A72E5937Z

Note: Transactions made after 01/08/2024 are not included on this notice.

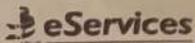


Printed on recycled paper.

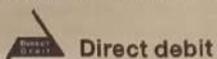
Payment Methods

Assessment No 4705273

Property Owner M Longo



Pay online via credit card.
Go to eservices.ballarat.vic.gov.au



Direct Debit is available to pay by 4 instalments or 10 monthly payments from 15 September 2024 to 15 June 2025.
For online registration and application go to eservices.ballarat.vic.gov.au

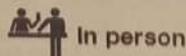
P Billpay Code: 0314
Ref: 470 5273

Post Billpay
Pay in person at any Post Office, by phone 13 18 16 or go to postbillpay.com.au

B Biller Code: 1420
Ref: 4 705 273

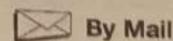
Telephone and Internet Banking - BPAY®

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



In person
Present this notice intact to the Cashier at our Customer Service Centre, 25 Armstrong Street South, Ballarat Central.

Payment hours
Monday-Friday, 8:30am-5pm
EFTPOS available, major credit cards accepted. The cashier will issue an official receipt.



By Mail
Detach the payment slip and mail with your cheque to:

City of Ballarat
PO Box 655
BALLARAT VIC 3353

The top portion of this notice should be retained for your record.
A receipt will not be issued if you use this method of payment.



FIRST INSTALMENT *314 4705273 \$208.86



PAYMENT BY CREDIT CARD



CENTRAL
HIGHLANDS
WATER

Ballarat
7 Learmonth Road
Wendouree VIC 3355

Maryborough
154 High Street
Maryborough VIC 3465

- Enquiries, emergencies & faults
1800 061 514
- chw.net.au
- customer.enquiries@chw.net.au
- Live chat 8.15am-5.00pm Mon-Fri

Maria Longo
27 Aquanita Cres
KEILOR DOWNS VIC 3038

025

ACCOUNT NO.
188872-001

AMOUNT DUE
\$ 98.32

Pay By
25 Sep 2024

**PROPERTY ADDRESS
SUPPLY PERIOD**

**7 Withers RD BONSHAW VIC 3352
20 Aug - 20 Aug 2024**

**Invoice No: 3772795
Issued on: 28 Aug 2024**

PREVIOUS BALANCE

\$ 97.44

Total payments received up to 28 August 2024
Balance carried forward

\$ 0.00
\$ 97.44

CURRENT TRANSACTIONS

Water Availability Not Connected
Wastewater Access Not Connected

\$ 0.33
\$ 0.55

Total amount due
Total includes GST of

\$ 98.32
\$ 0.00

Year two of our 5-year pricing plan commenced on 1 July 2024.
Our updated Pricing Schedule is available at chw.net.au

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

WE'RE HERE TO HELP

At Central Highlands Water we understand that times can be tough for our customers, but we're here to help.

We offer a range of assistance options, including flexible payment arrangements, extensions and automatic deductions from Centrelink payments. Please get in touch with our Customer Service team to discuss how we can support you.

Live chat: chw.net.au
1800 061 514



Property Clearance Certificate

Land Tax



INFOTRACK / MCP GROUP

| | |
|------------------------|-------------|
| Your Reference: | 7682/24 |
| Certificate No: | 80356695 |
| Issue Date: | 16 OCT 2024 |
| Enquiries: | ESYSPROD |

Land Address: 7 WITHERS ROAD BONSHAW VIC 3352

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 50393170 | 22 | 841975 | 12517 | 931 | \$0.00 |

Vendor: MARIA LONGO
Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|------------------|------|---------------|------------------|------------------|--------|
| MRS MARIA LONGO | 2024 | \$43,126 | \$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 |
|---------------------|------|------------------|------------------|-------|
|---------------------|------|------------------|------------------|-------|

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


Paul Broderick
 Commissioner of State Revenue

| | |
|---------------------------------|---------------|
| CAPITAL IMPROVED VALUE: | \$0 |
| SITE VALUE: | \$43,126 |
| CURRENT LAND TAX CHARGE: | \$0.00 |



Notes to Certificate - Land Tax

Certificate No: 80356695

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$43,126

Calculated as \$0 plus (\$43,126 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 80356695

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: 80356695

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / MCP GROUP

| | |
|------------------------|-------------|
| Your Reference: | 7682/24 |
| Certificate No: | 80356695 |
| Issue Date: | 16 OCT 2024 |
| Enquires: | ESYSPROD |

Land Address: 7 WITHERS ROAD BONSHAW VIC 3352

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|---------------------------|----------------|-------------------------------------|--|-------------|
| 50393170 | 22 | 841975 | 12517 | 931 | \$0.00 |
| AVPCC | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment | |
| N/A | N/A | N/A | N/A | The AVPCC allocated to the land is not a qualifying use. | |

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

| | |
|--------------------------------|----------|
| CAPITAL IMPROVED VALUE: | \$0 |
| SITE VALUE: | \$43,126 |
| CURRENT CIPT CHARGE: | \$0.00 |



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80356695

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MCP GROUP

Your Reference: 7682/24**Certificate No:** 80356695**Issue Date:** 16 OCT 2024**Land Address:** 7 WITHERS ROAD BONSHAW VIC 3352

| Lot | Plan | Volume | Folio |
|-----|--------|--------|-------|
| 22 | 841975 | 12517 | 931 |

Vendor: MARIA LONGO**Purchaser:** FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:**\$0.00**

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 80356695

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

| | | |
|---|--|--|
| <p>BPAY</p>  <p>Billers Code: 416073 Ref: 80356694</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p> | <p>CARD</p>  <p>Ref: 80356694</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p> | <p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p> |
|---|--|--|



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

MCP Group C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 618

NO PROPOSALS. As at the 16th October 2024, 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®.

7 WITHERS ROAD, BONSHAW 3352
CITY OF BALLARAT

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: 16th October 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 74596421 - 74596421162531 '618'

PROPERTY REPORT

From www.land.vic.gov.au at 16 October 2024 06:56 PM

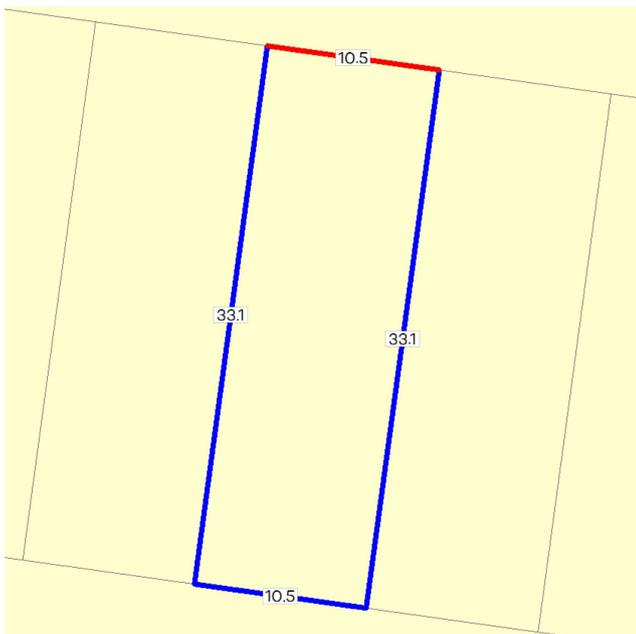
PROPERTY DETAILS

Address: **7 WITHERS ROAD BONSHAW 3352**
Lot and Plan Number: **Lot 22 PS841975**
Standard Parcel Identifier (SPI): **22\PS841975**
Local Government Area (Council): **BALLARAT**
Council Property Number: **2075405**
Directory Reference: **Vicroads 571 P4**

www.ballarat.vic.gov.au

SITE DIMENSIONS

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



Area: 348 sq. m

Perimeter: 87 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **WENDOUREE**

PLANNING INFORMATION

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

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

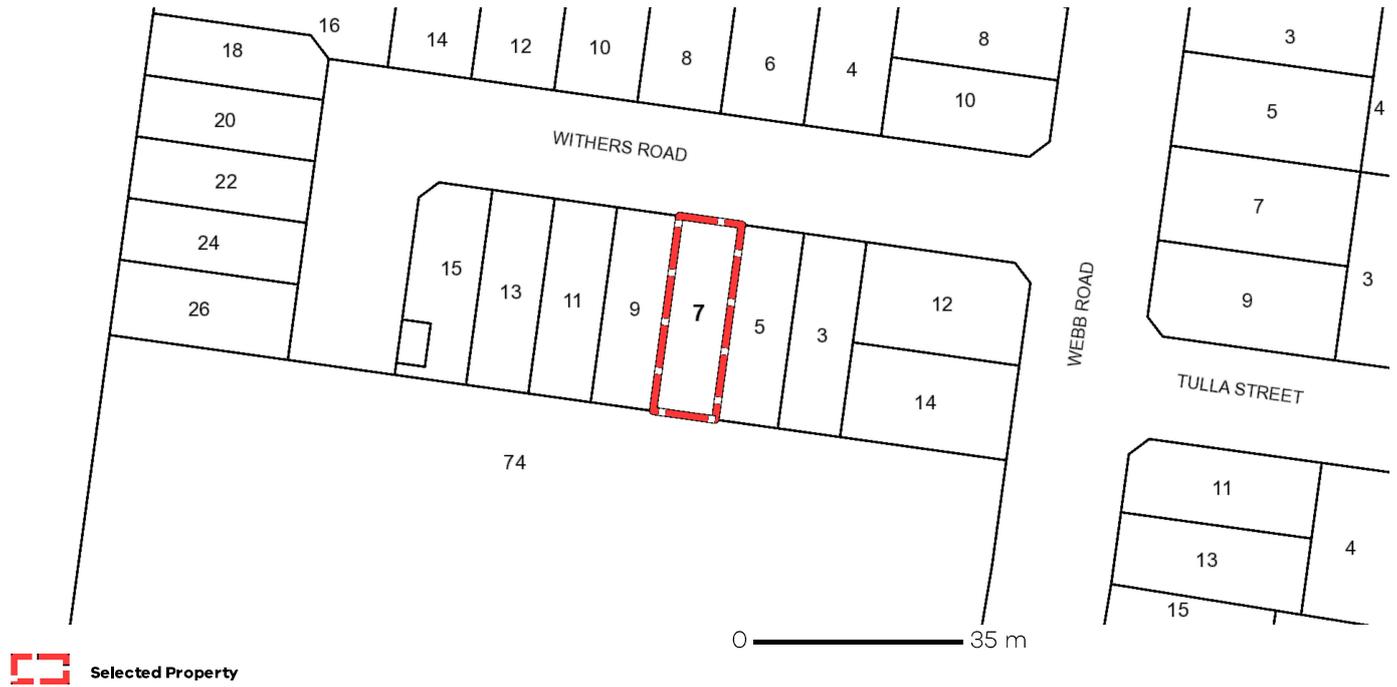
Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 15 October 2024 01:06 AM

PROPERTY DETAILS

Address: **7 WITHERS ROAD BONSHAW 3352**
 Lot and Plan Number: **Lot 22 PS841975**
 Standard Parcel Identifier (SPI): **22\PS841975**
 Local Government Area (Council): **BALLARAT**
 Council Property Number: **2075405**
 Planning Scheme: **Ballarat**
 Directory Reference: **Vicroads 571 P4**

www.ballarat.vic.gov.au

[Planning Scheme - Ballarat](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **WENDOUREE**

OTHER

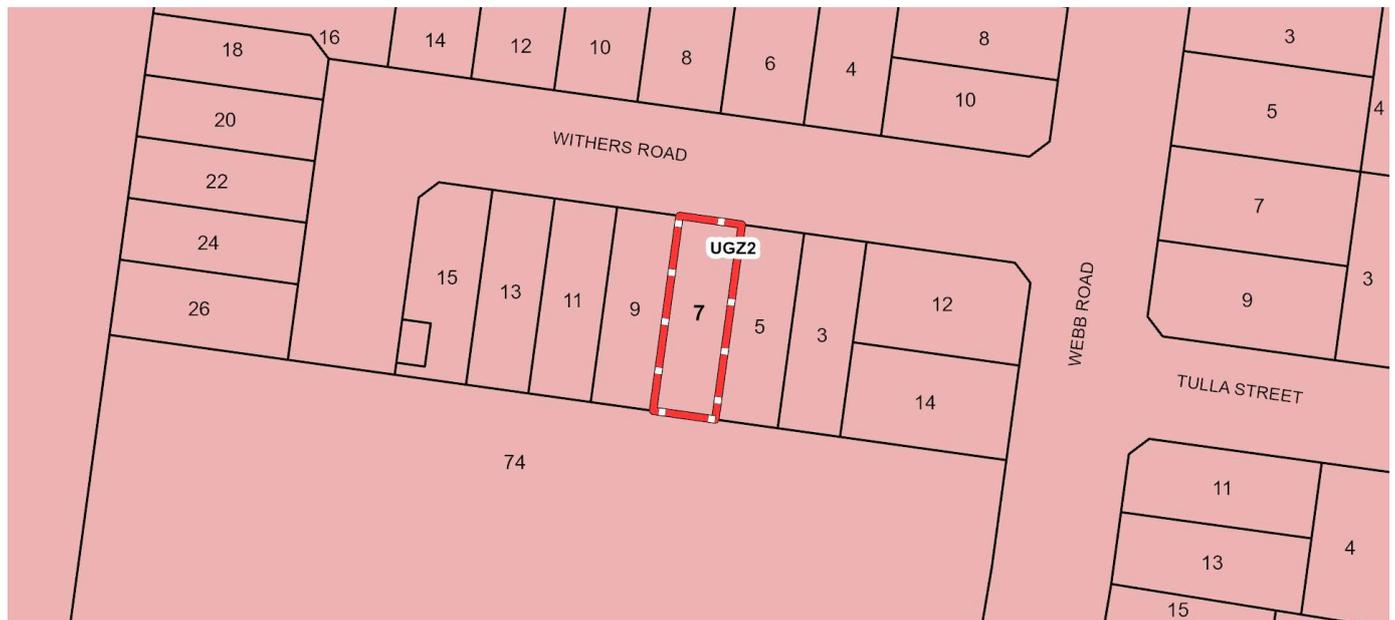
Registered Aboriginal Party: **Wadawurrung Traditional Owners
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 2 \(UGZ2\)](#)



UGZ - Urban Growth

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

PLANNING PROPERTY REPORT

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



Further Planning Information

Planning scheme data last updated on 7 October 2024.

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

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

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

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

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

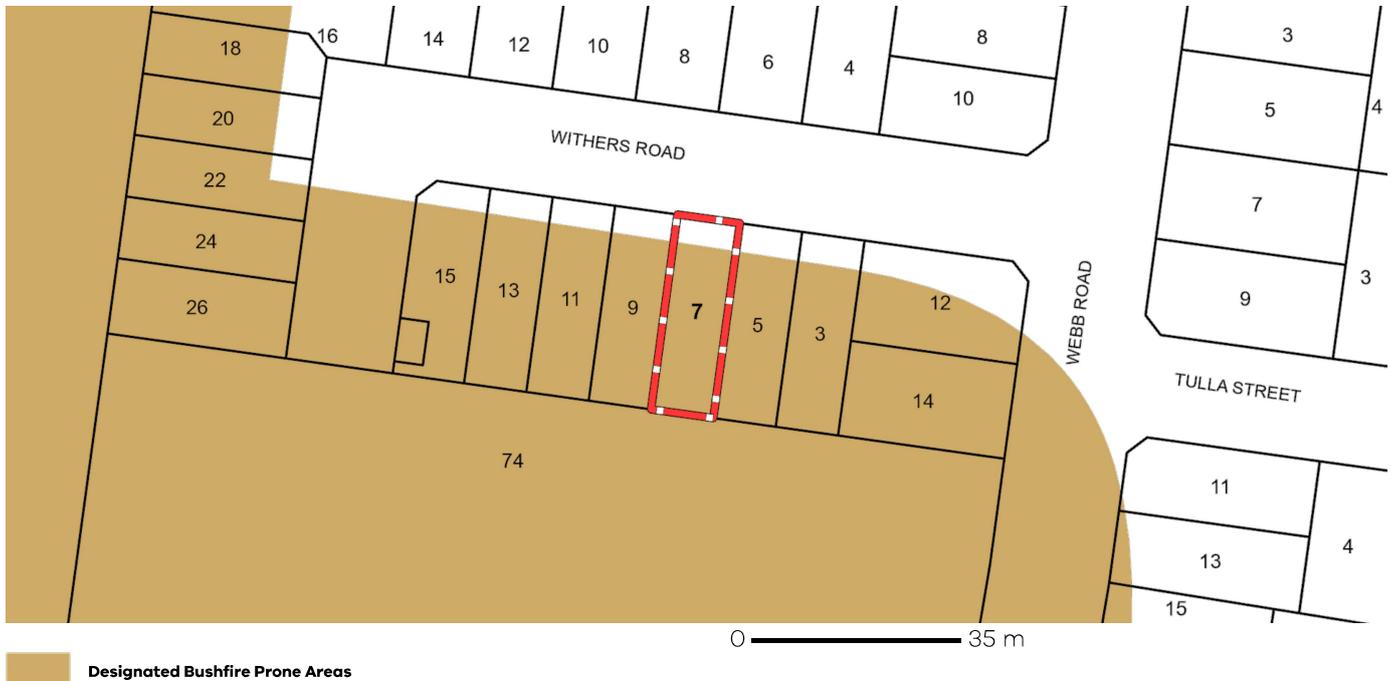
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to 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 this 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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

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



DUE DILIGENCE CHECKLIST

Consumer Affairs Victoria

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.