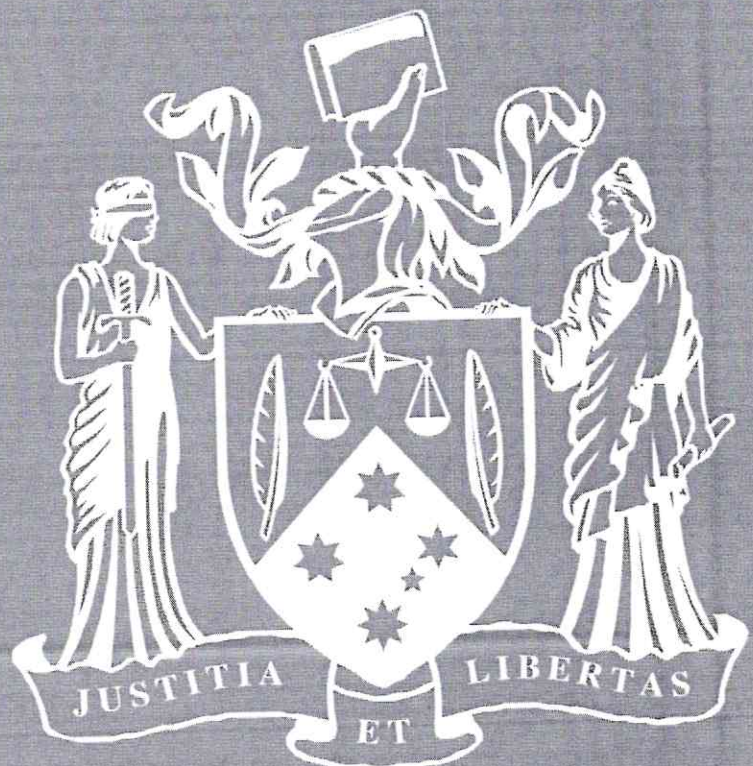


# Contract of sale of land

**Property:** 1475 River Road, Caniambo 3630



# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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

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

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

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# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ..... / 2020

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

.....

State nature of authority, if applicable: .....

This offer will lapse unless accepted within [                    ] clear business days (3 clear business days if none specified) In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....

..... on ..... / 2020

**Print name(s) of person(s) signing: RAWSON LODGE PTY LTD ACN 050 194 511 AND BRIAN MICHAEL FORD**

.....

State nature of authority, if applicable: .....

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

# Table of contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

## Particulars of sale

### Vendor's estate agent

Name: Landmark Harcourts Real Estate  
 Address: 295 Benalla Road, Shepparton, VIC 3630

Email: lynne.rusco@landmarkharcourts.com.au

Tel: 5833 0222      Mob:      Fax:      Ref:

### Vendor

Name: **RAWSON LODGE PTY LTD ACN 050 194 511 AND BRIAN MICHAEL FORD**  
 Address: 938 Mitchell Road, Kialla, VIC 3631 and 925 Mitchell Road, Kialla, VIC 3631

ABN/ACN: .....

Email: .....

### Vendor's legal practitioner or conveyancer

Name: Morrison & Sawers Lawyers  
 Address: 157 Fenaughty Street, Kyabram VIC 3620  
 Email: p.newman@morsaw.com.au

Tel: : 03 5852 2555    Mob:      Fax: 03 5852 3426      Ref: BLD:PAN:500267

### Purchaser's estate agent

Name: .....

Address: .....

Email: .....

Tel: .....    Mob: .....    Fax: .....    Ref: .....

### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

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

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	6898	Folio	570		
Volume	2651	Folio	110		

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **1475 River Road, Caniambo 3630**

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

Nil

**Payment**

Price	\$	
Deposit	\$	On the signing hereof
Balance	\$	payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

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

**Lease** (general condition 5.1)

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

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

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

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:  
 (or another lender chosen by the purchaser)  
 Loan amount: no more than

Approval date:

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

## Special conditions

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

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

See attached



## **SPECIAL CONDITIONS**

### **1. AUCTION CLAUSE**

The property is offered for sale by public auction, subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

### **2. EXCLUSION OF WARRANTIES**

**2.1.** The purchaser acknowledges and agrees that the property together with any improvements is purchased by the Purchaser:

**2.1.1.** as a result of the independent exercise for the Purchaser's own skill and judgment after due inspection and investigation; and

**2.1.2.** in its present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;

and that no representation or warranty has been made or given by the Vendor or by any persons acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

**2.1.2.1.** the merchantability, quality or fitness for any purpose of the land or the improvements;

**2.1.2.2.** the freedom of the property from defects, infestations, contamination or dilapidation;

**2.1.2.3.** the use to which the property or the improvements can lawfully be put;

**2.1.2.4.** whether development of any description may be carried out on the land; or

**2.1.3.** whether the improvements on the property have been built or placed there in accordance with each approval required by law for the building or placement of the same.

**2.2.** The Purchaser shall make no requisition in respect of or objection to or claim any compensation for any contamination or pollution of the property and shall at its own expense comply with the requirements of each competent authority for the abatement of any pollution or the clean up or any environmental audit (or any combination of them) of the property and shall keep the Vendor indemnified at all times against the cost of doing so.

### **3. PENALTY INTEREST ON DEFAULT**

3.1 General Condition 33 shall not apply to this Contract.

3.2 If the Purchaser defaults in the payment of any moneys payable under this Contract, then whether or not demand therefore is made interest at the rate of two (2) percent per annum higher than that fixed under Section 2 of the Penalty Interest Rates Act 1983 computed upon the moneys overdue during the period of default shall be paid by the Purchaser without prejudice to any other rights of the Vendor.

### **4. LEGAL COSTS ON DEFAULT**

**4.1** General Condition 34 shall not apply to the costs referred to in this Special Condition.

## **SPECIAL CONDITIONS**

- 4.2 Without limiting any rights which a party may have pursuant to this Contract if a party is unable to complete on the date fixed for completion of this Contract (the "Failure to Complete") and the other party reasonably incurs additional legal costs and/or disbursements in dealing with the Failure to Complete, then the party not in default may recover from the defaulting party at completion an amount equal to the reasonable legal costs and/or disbursements incurred because of the Failure to Complete by adding or deducting such costs (as the case may be) from the amount due at completion.

### **5 NOMINEE WAIVER OF COOLING OFF PERIOD**

If the Property is expressed as sold to a named Purchaser "and/or nominee" (or words of like effect) any document substituted for this Contract shall show as the "Day of Sale" the same date as shown in this Contract and shall contain an express acknowledgment by the Purchaser named therein that the cooling off period referred to in Section 31 of the Sale of Land Act 1962 expired three clear business days after the Day of Sale.

### **6 ERROR IN ADJUSTMENTS OF OUTGOINGS**

Should any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that, upon being requested by the other party, the correct calculation will be made and paid immediately to the party to whom it is payable

### **7 NON MERGER**

If any provision of this Contract remains to be performed or is capable of having effect after the final settlement date, this Contract shall remain in full force and effect notwithstanding completion of the sale and the purchaser of the Land and that provision shall not merge in the Instrument of Transfer of Land.

### **8 COUNTERPART/EXECUTION**

- 8.1. This Contract of Sale may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- 8.2 This Contract of Sale may be executed by one or more of the parties, executing a counterpart, which may be a facsimile or scanned copy of this Contract of Sale, and transmitting that executed counterpart by facsimile or email to the party or parties, which upon either the sender's transmission record indicating that the same was duly received without error, or the receipt by the other party or by one of the other parties of the executed Contract of Sale by the sender, shall be taken as conclusive evidence of the execution of the Contract of Sale by that party
- 8.3 The parties covenant to be bound by this Contract of Sale being executed in counterparts in accordance with this clause.

### **9. GUARANTEE & INDEMNITY**

If the Purchaser shall be or include a company, the company will forthwith upon execution of this Contract procure the execution by each of its directors of the Guarantee annexed to that part of this Contract to be held by the Vendor.

## **SPECIAL CONDITIONS**

### **10 GST – GOODS AND SERVICES TAX**

#### **10.1 Sale of Farm Real Estate:**

General Condition 13.4 applies to the sale of the land.

#### **10.2 Sale of Water:**

The sale of the Water entitlements under this Contract is a supply of water that is GST free in accordance with the Australian Taxation Ruling GSTR 2000/25 (as amended from time to time).

#### **10.3 Sale of Farm Plant, Equipment, Machinery, Stock:**

The Vendors and the Purchaser agree that any consideration payable by the Purchaser for any plant, equipment, machinery, stock or other non-land item being supplied by the Vendor represents the value of the taxable supply for which payment is to be made, and the Purchaser will also pay at the same time and in the same manner as the value the amount of any GST payable in respect of the taxable supply subject to the Vendor providing a valid Tax Invoice at least 7 days prior to the settlement date.

### **11 LIVESTOCK AND AGRICULTURE**

The Purchaser acknowledges that:

11.1 It relies on its own knowledge, inspection and enquiries in respect of the livestock carrying and agriculture capacity of the property and each part of it; and

11.2 Any warranties by or on behalf of the Vendor, express or implied, as to the livestock carrying, agricultural or any other capacity or productivity of the property or any part of it are expressly negated.

### **12 CONTAMINATION**

The Purchaser acknowledges that, save as is contained in this Contract, no representations, warranties or indemnities of any kind have been made or given by the Vendor concerning the existence or otherwise of any contamination of on or in the Land or concerning the risk of any possible harm or detriment which may be caused to the beneficial use of the Land and agrees not to make any requisition or claim against the Vendor howsoever arising by reason of or in consequence of or in respect of any contamination or any harm or detriment which may be caused by any beneficial use of the land.

### **13 NO WARRANTIES – FARM**

The Purchaser will make no claim, objection or requisition or rescind or terminate this Contract in respect of:

13.1 Any fences on any boundary of the property, an unfenced boundary or any fence not being on the correct boundary;

13.2 Any application to enclose or close a road affecting or adjoining the property;

13.3 Any well, bore or dam constructed or sunk on the property;

13.4 Any application for a grant of licences or titles under any Act relating to mining which affects the property;

13.5 Legal access to the property;

13.6 Any alteration to a drain or natural water course running through the property;

13.7 Any gate erected across any road;

## **SPECIAL CONDITIONS**

- 13.8 Any permit or authority to enclose any road or water course within the boundaries of the property;
- 13.9 Any requirement of any law or of any authority attaching conditions to ownership, control or development of the property;
- 13.10 Any requirement of any law or of any authority requiring any clean up or remediation work to be carried out on or to the property; or
- 13.11 Any permit or authority which requires rabbit proof, dog proof or marsupial proof or other fencing across any road dividing or adjoining the property or any travelling stock reserve or public land adjoining the property.

### **14. RELEASE OF DEPOSIT**

- 14.1 The 10% deposit moneys shall be paid to the Vendors' Real Estate Agent as stakeholder;
- 14.2 Upon presentation of the Vendors' Deposit Statement to the purchaser (pursuant to Section 27 of the Sale of Land Act 1962), the Purchaser must forthwith execute the Section 27 Statement to enable the immediate release of the deposit funds to the Vendor.

### **15. LICENCE TO OCCUPY**

Upon payment of the deposit moneys, an unconditional exchange of contracts and execution of the Section 27 Statement, the Purchaser shall be entitled to occupy the property as licensee until the settlement date subject to the following conditions:-

- 15.1 all rates shall be adjusted at settlement as from the date of the Purchaser taking up occupation of the property;
- 15.2 The Purchaser shall at his own cost insure and keep insured in the names of the Vendor and the Purchaser and every other person having an insurable interest in an insurance office to be approved by the Vendor all buildings erected or hereafter to be erected on the said land and shall deliver the policy and annual premium receipt to the Vendor. Such policy shall be for the full insurable value of the said buildings. Upon default herein by the Purchaser the Vendor may pay any renewal premium or (as the case may be) may effect such insurance and pay any premium and any money so paid by him shall be payable to him by the Purchaser on demand;
- 15.3 The Purchaser shall keep all such buildings, fences and chattels in good condition and in tenantable repair;
- 15.4 The Purchaser shall not alter the construction of such buildings or in any way pull down or remove the same or any part thereof without the consent in writing of the Vendor first obtained;
- 15.5 The Purchaser shall in relation to the said land comply with and observe all statutory provisions and all regulations and by-laws thereunder from time to time in force which are binding upon owners or occupiers of land.
- 15.6 The Purchaser agrees to indemnify the Vendor and keep him indemnified against all liability which might attach to the Vendor as a result of injury, damage or loss suffered by any person or persons where such injury, damage or loss has been caused by or contributed to by any act or omission of the Purchaser or his employees, agents or invitees;
- 15.7 The Purchaser shall not make any claim or raise any objection in relation to the condition of or working order of any of the chattels or any other fittings or installations.

## SPECIAL CONDITIONS

### GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor  
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder



## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

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

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

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

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## Title

#### 5. ENCUMBRANCES

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

#### 6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**
- The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.



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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

**15. DEPOSIT BOND**

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

**16. BANK GUARANTEE**

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

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

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

## 17. SETTLEMENT

17.1 At settlement:

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

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

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

## 18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

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

**19. GST**

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
  - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
  - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

**20. LOAN**

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

**21. BUILDING REPORT**

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

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

**22. PEST REPORT**

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

**23. ADJUSTMENTS**

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

**24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**25. GST WITHHOLDING**

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

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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



**28. NOTICES**

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

**29. INSPECTION**

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

**30. TERMS CONTRACT**

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

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

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

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

**31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

**32. BREACH**

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

---

# Vendor Statement

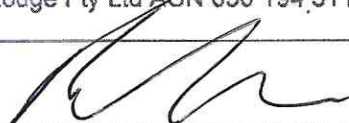
The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

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

The vendor may sign by electronic signature.

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

<b>Land</b>	1475 River Road, Caniambo 3630
-------------	--------------------------------

<b>Vendor's name</b>	Rawson Lodge Pty Ltd ACN 050 194 511	<b>Date</b> 18/3/20
<b>Vendor's signature</b>		Director/Secretary

<b>Vendor's name</b>	Brian Michael Ford	<b>Date</b> 18/3/20
<b>Vendor's signature</b>		

<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

**1. FINANCIAL MATTERS**

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

(a) Are contained in the attached certificate/s.

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

	To	
--	----	--

Other particulars (including dates and times of payments):
--

**1.3 Terms Contract**

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

Not Applicable.

**1.4 Sale Subject to Mortgage**

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

Not Applicable.

**2. INSURANCE**

**2.1 Damage and Destruction**

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

Not Applicable.

**2.2 Owner Builder**

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

Not Applicable.

**3. LAND USE**

**3.1 Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.
--

**3.2 Road Access**

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

**3.3 Designated Bushfire Prone Area**

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

**3.4 Planning Scheme**

Attached is a certificate with the required specified information.

**4. NOTICES**

**4.1 Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

**4.2 Agricultural Chemicals**

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

Nil.

**4.3 Compulsory Acquisition**

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

Nil.

**5. BUILDING PERMITS**

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

Not Applicable.

**6. OWNERS CORPORATION**

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

Not Applicable.

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not applicable.

**8. SERVICES**

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

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

**9. TITLE**

Attached are copies of the following documents:

**9.1 (a) Registered Title**

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

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

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

Not Applicable.

#### 10.2 Staged Subdivision

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

Not Applicable.

#### 10.3 Further Plan of Subdivision

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

Not Applicable.

### 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

### 12. DUE DILIGENCE CHECKLIST

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

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

### 13. ATTACHMENTS

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

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

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

- Planning Certificate
- Planning Property Report
- Greater Shepparton City Council Information Statement
- Department of Environment, Land, Water & Planning re Licence no. 0803950
- Agriculture Victoria – report
- Land Tax Clearance Certificate
- Title Search Volume 6898 Folio 570
- Title Search Volume 2651 Folio 110

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## Land boundaries

### **Do you know the exact boundary of the property?**

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

## Planning controls

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

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

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

### **Are there any proposed or granted planning permits?**

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

## Safety

### **Is the building safe to live in?**

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

## Building permits

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## Utilities and essential services

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

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

## Buyers' rights

### **Do you know your rights when buying a property?**

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

(04/10/2016)



# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

648272

## APPLICANT'S NAME & ADDRESS

MORRISON & SAWERS (KYABRAM) C/- INFOTRACK C/-  
LANDATA  
MELBOURNE

## VENDOR

RAWSON LODGE

## PURCHASER

N/A, N/A

## REFERENCE

4647

This certificate is issued for:

LAND CONTAINED IN VOLUME: 6898 FOLIO: 570 CROWN ALLOTMENT 33B PARISH OF CANIAMBO ALSO  
KNOWN AS 1475 RIVER ROAD CANIAMBO  
GREATER SHEPPARTON CITY

The land is covered by the:

GREATER SHEPPARTON PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a FARMING ZONE - SCHEDULE 1
- is within a LAND SUBJECT TO INUNDATION OVERLAY  
and a FLOODWAY OVERLAY  
and a BUSHFIRE MANAGEMENT OVERLAY

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/greatershepparton>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

12 March 2020

Hon. Richard Wynne MP  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

Copies of Planning Schemes and  
Amendments can be inspected at the  
relevant municipal offices.

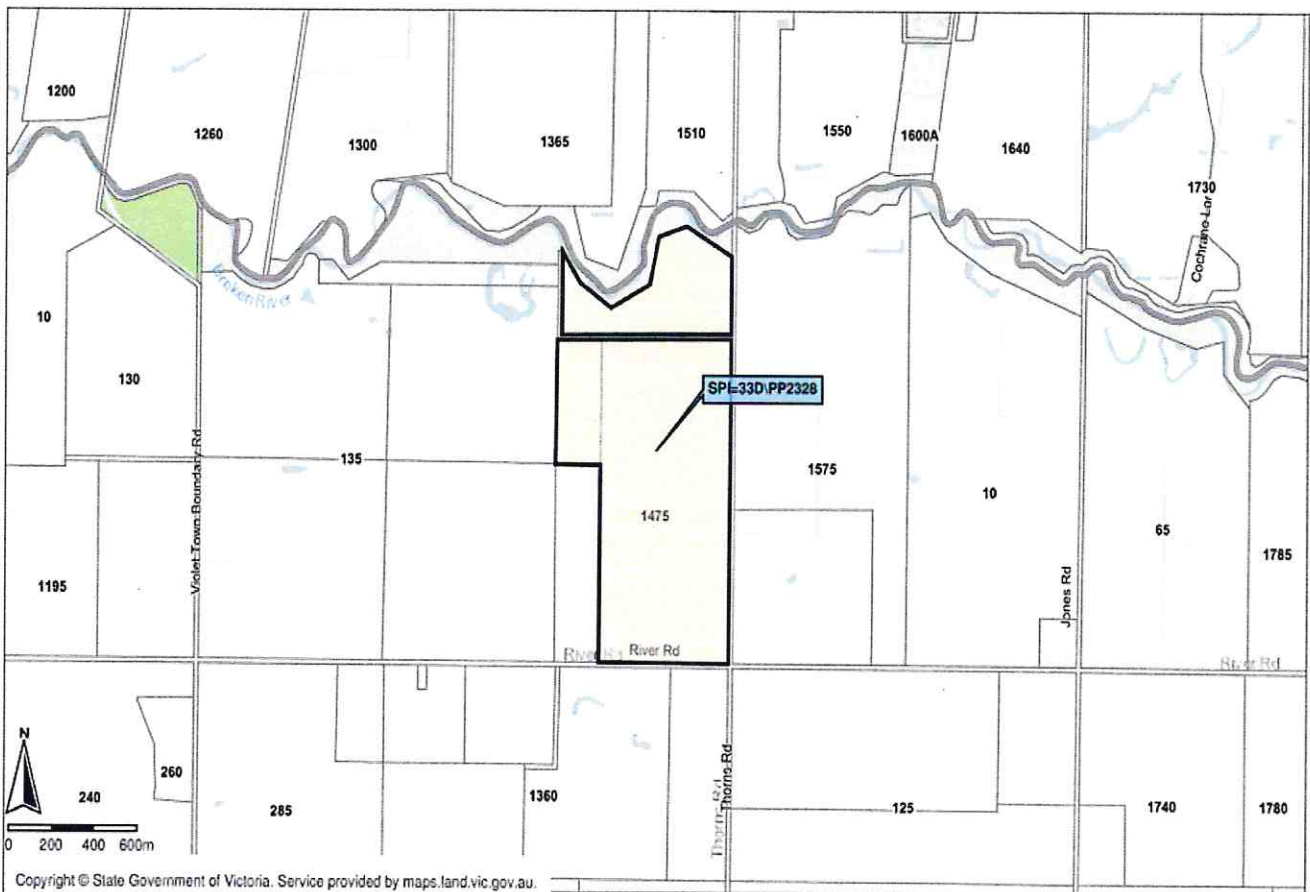
LANDATA®  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email [landata.enquiries@delwp.vic.gov.au](mailto:landata.enquiries@delwp.vic.gov.au).

**Please note: The map is for reference purposes only and does not form part of the certificate.**



### Choose the authoritative Planning Certificate

#### Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

#### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

# Property Report

from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 12 March 2020 02:19 PM

**Address:** 1475 RIVER ROAD CANIAMBO 3630

**Lot and Plan Number:** This property has 3 parcels. See table below.

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

**Local Government (Council):** GREATER SHEPPARTON **Council Property Number:** 194334

**Directory Reference:** VicRoads 33 A9

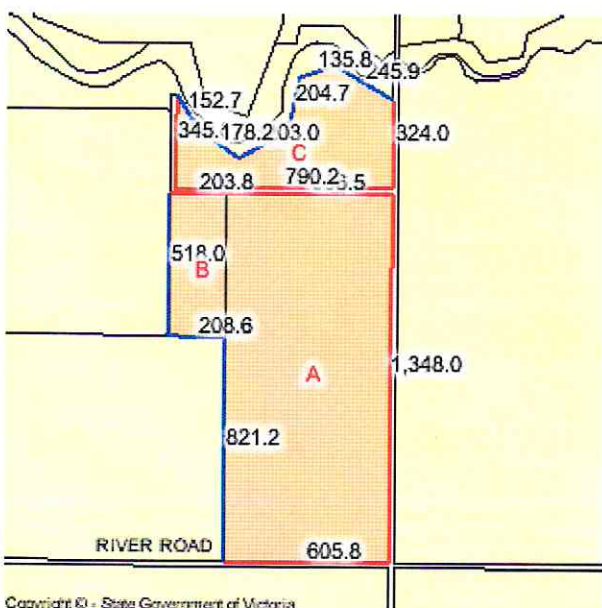
**This property is in a designated bushfire prone area.**

**Special bushfire construction requirements apply. Planning provisions may apply.**

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

## Site Dimensions

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



**Area:** 1148857 sq. m  
(114.9 ha)

**Perimeter:** 6893 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.

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

## Parcel Details

Letter in first column identifies parcel in diagram above

	Lot/Plan or Crown Description	SPI
A	PARISH OF CANIAMBO Allot. 33B	33B\PP2328
B	Allot. 33C	33C\PP2328
C	Allot. 33D	33D\PP2328

## State Electorates

**Legislative Council:** NORTHERN VICTORIA

**Legislative Assembly:** EUROA

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## Utilities

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

**Urban Water Corporation:** Goulburn Valley Water

**Melbourne Water:** outside drainage boundary

**Power Distributor:** POWERCOR (Information about [choosing an electricity retailer](#))

## Planning Zone Summary

**Planning Zone:** [FARMING ZONE \(FZ\)](#)

[FARMING ZONE - SCHEDULE 1 \(FZ1\)](#)

**Planning Overlays:** [BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)

[FLOODWAY OVERLAY \(FO\)](#)

[FLOODWAY OVERLAY SCHEDULE \(FO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE \(LSIO\)](#)

## Areas of Aboriginal Cultural Heritage Sensitivity:

All or part of this property is an 'area of cultural heritage sensitivity'.

Planning scheme data last updated on 11 March 2020.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

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

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

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

## Areas of Aboriginal Cultural Heritage Sensitivity

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

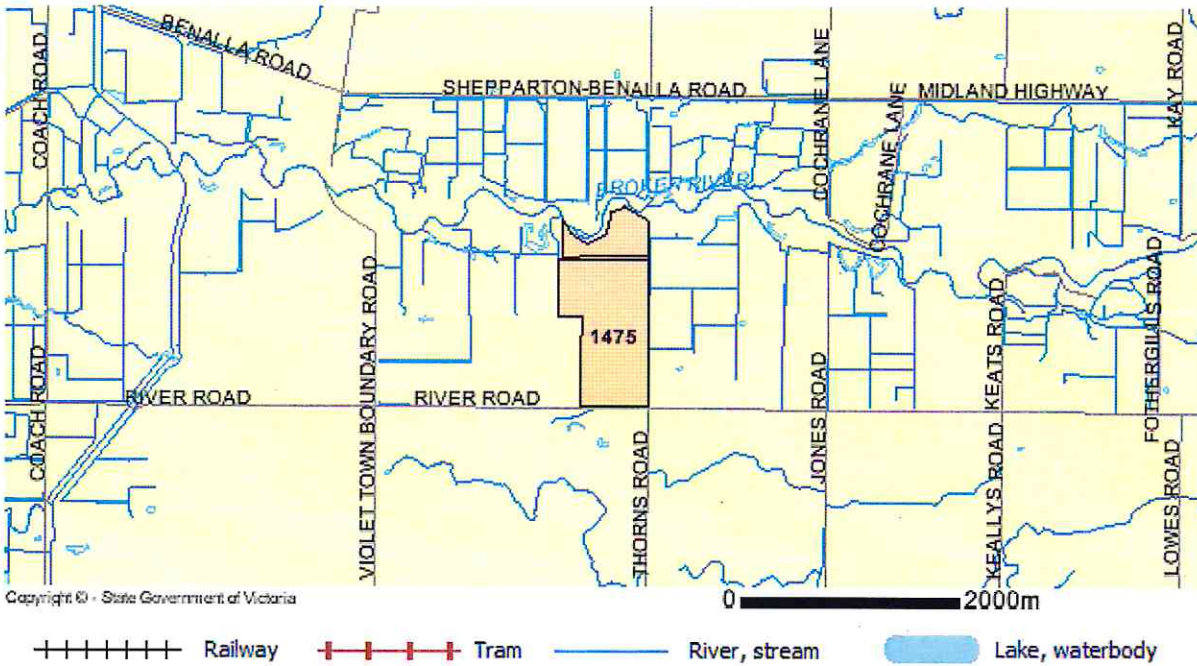
Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to

<http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>

## Area Map



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From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 12 March 2020 02:20 PM

## PROPERTY DETAILS

Address: **1475 RIVER ROAD CANIAMBO 3630**  
 Crown Description: **Allot. 33B PARISH OF CANIAMBO**  
 Standard Parcel Identifier (SPI): **33B\PP2328**  
 Local Government Area (Council): **GREATER SHEPPARTON** [greater shepparton.com.au](http://greater shepparton.com.au)  
 Council Property Number: **194334**  
 Planning Scheme: **Greater Shepparton** [planning-schemes.delwp.vic.gov.au/schemes/greatershepparton](http://planning-schemes.delwp.vic.gov.au/schemes/greatershepparton)  
 Directory Reference: **VicRoads 33 A9**

This property has 3 parcels. For full parcel details get the free Basic Property report at [Property Reports](#)

## UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**  
 Urban Water Corporation: **Goulburn Valley Water**  
 Melbourne Water: **outside drainage boundary**  
 Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
 Legislative Assembly: **EUROA**

## Planning Zones

### FARMING ZONE (FZ)

### FARMING ZONE - SCHEDULE 1 (FZ1)



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- |   |  |   |
|---|--|---|
|  FZ - Farming                          |  PCRZ - Public Conservation & Resource      |  PPRZ - Public Park & Recreation |
|  PUZ1 - Public Use - Service & Utility |  PUZ5 - Public Use - Cemetery / Crematorium |  RDZ1 - Road - Category 1        |
|  RDZ2 - Road - Category 2              |  |   |

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

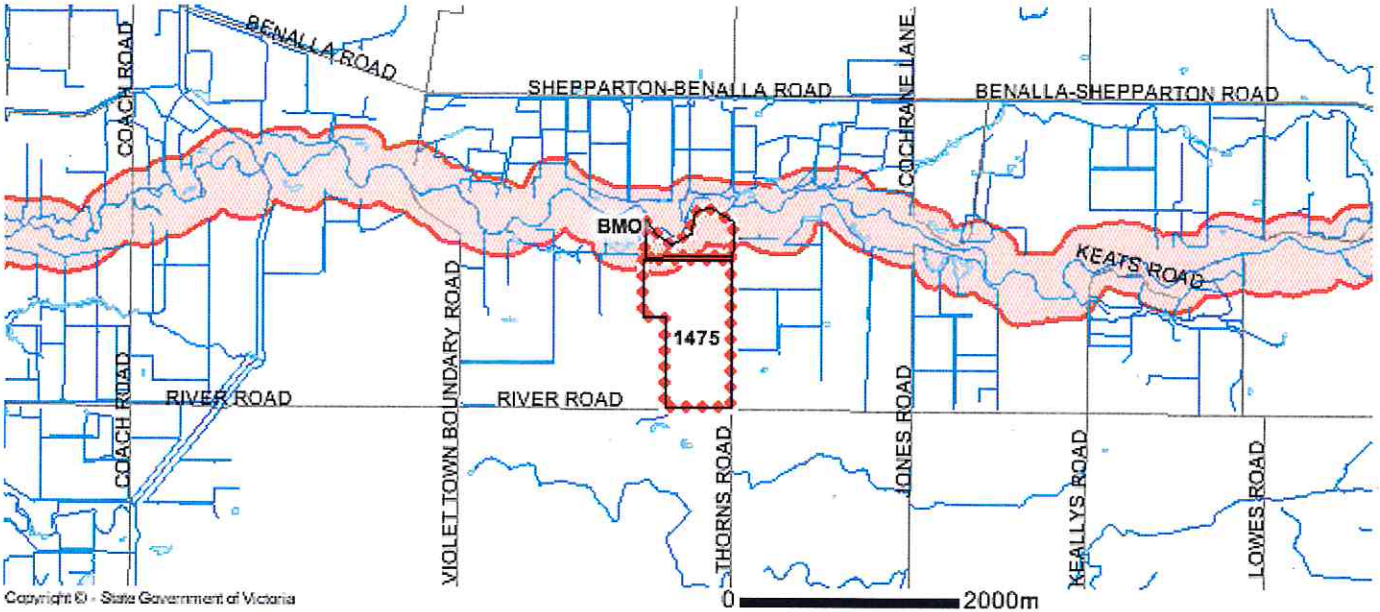
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlays

### BUSHFIRE MANAGEMENT OVERLAY (BMO)

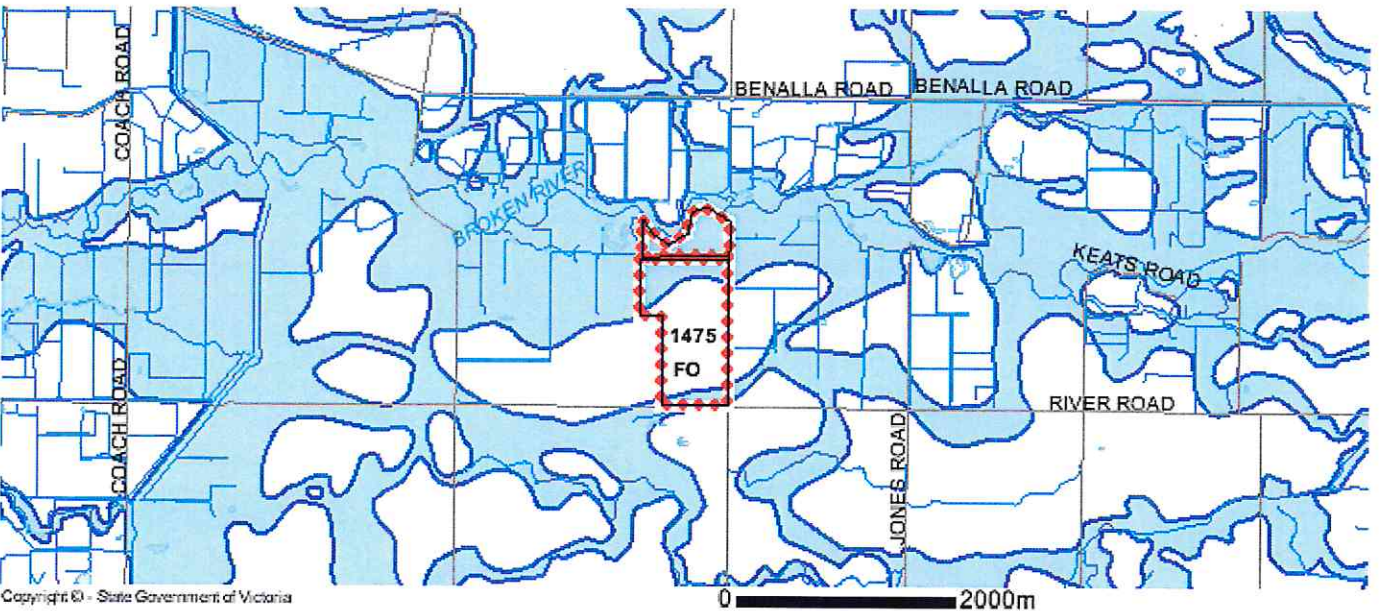


BMO - Bushfire Management

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

### FLOODWAY OVERLAY (FO)

#### FLOODWAY OVERLAY SCHEDULE (FO)



FO - Floodway

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

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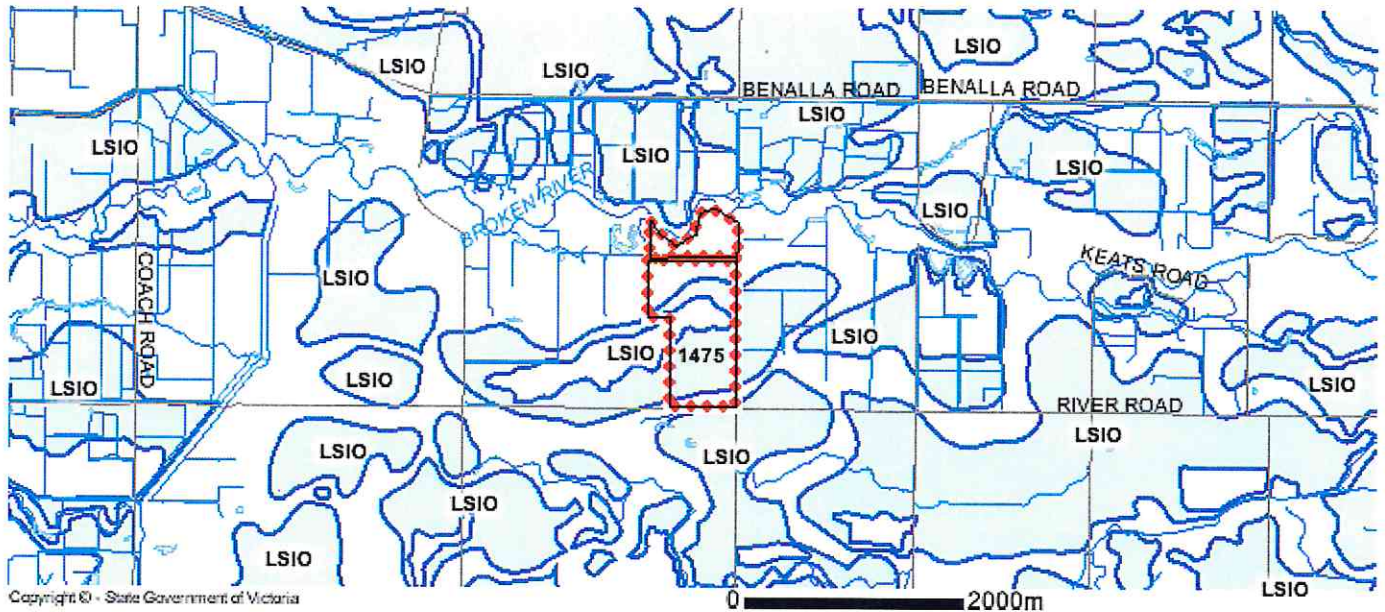
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## Planning Overlays

### LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

### LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



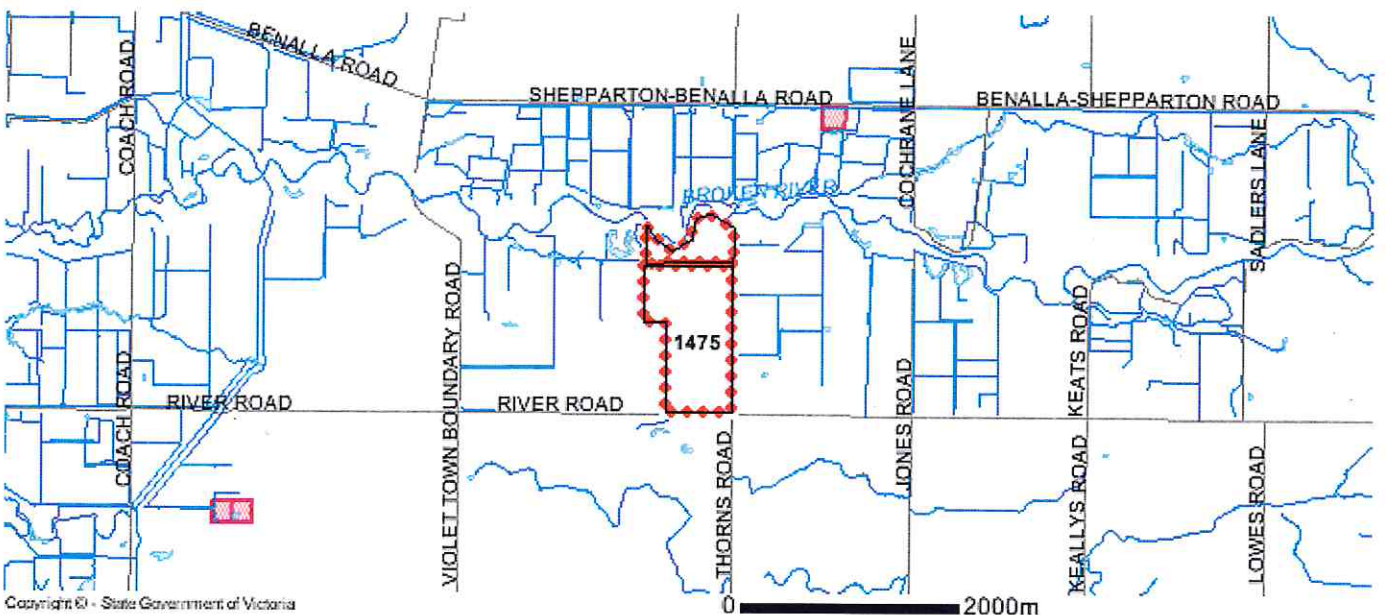
LSIO - Land Subject to Inundation

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### HERITAGE OVERLAY (HO)



HO - Heritage

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

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## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

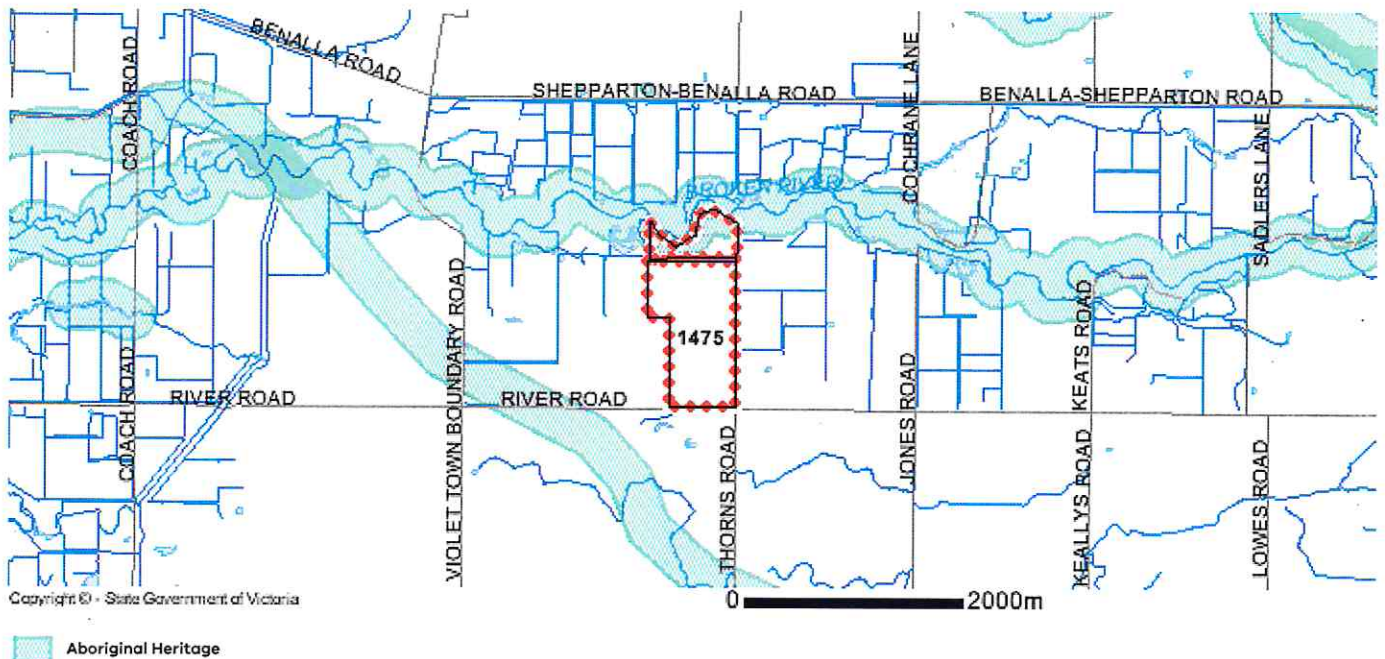
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>



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## Further Planning Information

Planning scheme data last updated on 11 March 2020.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

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

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

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

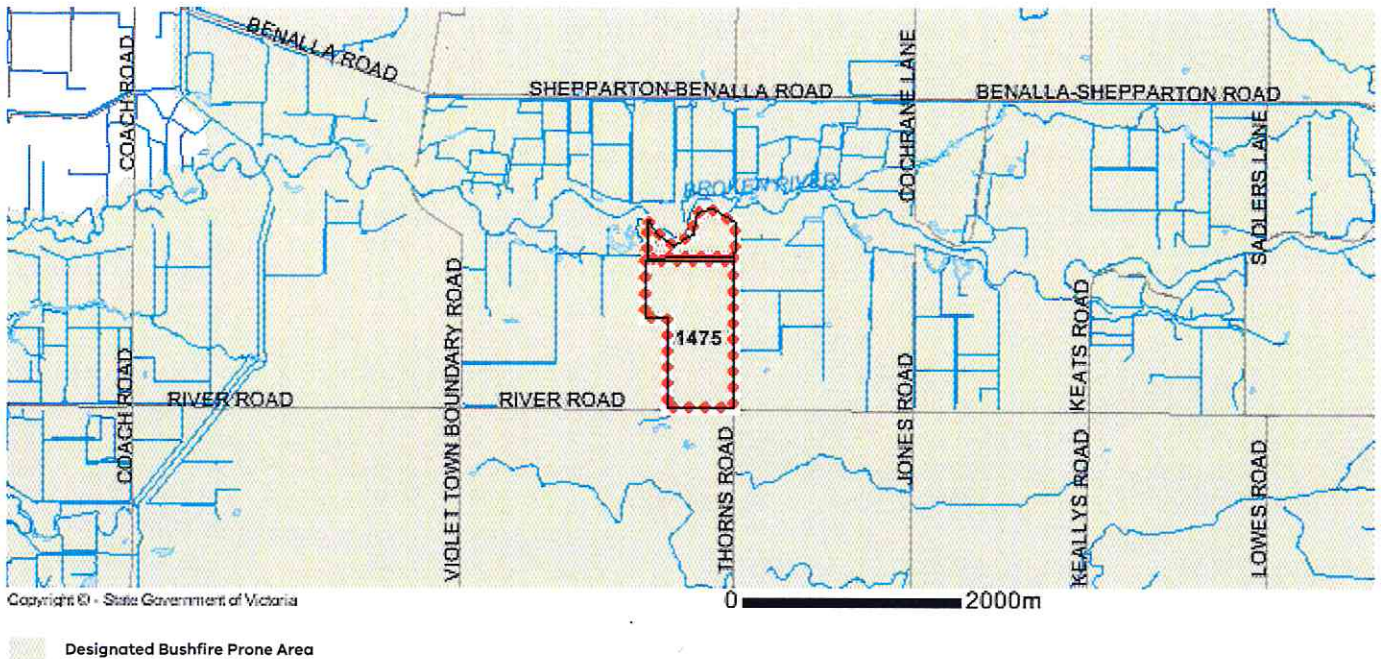
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

## Designated Bushfire Prone Area

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



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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

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



**LAND INFORMATION CERTIFICATE**  
**SECTION 229 LOCAL GOVERNMENT ACT 1989**  
**LOCAL GOVERNMENT (GENERAL) REGULATIONS 2004**

**GREATHER  
SHEPPARTON**

Applicant: Landata  
PO Box 500  
**EAST MELBOURNE VIC 3002**

Issue Date: 12-Mar-2020  
Certificate No: 49234  
Your Ref: 35981556-015-6:43613

---

**Customer Reference Number:** 249474  
**Property Location:** 1475 River Road CANIAMBO VIC 3630  
**Property Description:** CA 33B Parish of Caniambo, CA 33C Parish of Caniambo, CA 33D  
Parish of Caniambo  
**AVPCC:** 530.1  
**Area/Dimensions:** 114.9HA

---

Statement of rates and charges for the rating period 01/07/2019 to 30/06/2020

---

Rates and charges are payable by four instalments due  
30 September, 30 November, 28 February and 31 May each year

---

**NOTE: THE PURCHASER MUST PAY ALL OVERDUE RATES AND CHARGES UPON SETTLEMENT  
AND ALL CURRENT RATES AND CHARGES BY THE DUE DATE.**

---

**PROPERTY VALUATIONS**

Site Value	CIV	Net Annual Value	Level of Value Date	Operative Date
\$870,000	\$890,000	\$44,500	01/01/2019	01/07/2019
(\$) AMOUNT/BALANCE (\$)				
<b>Current Levied</b>				
	<i>General Rate</i>		4,063.60	
	<i>Municipal Charge</i>		195.00	
	<b>Current Total:</b>		4,258.60	4,258.60
<b>Arrears</b>				0.00
<b>Interest (currently 10 per cent per annum)</b>				0.00
<b>Legal Fees</b>				0.00
<b>Less Pensioner Concession (for current ratepayer only)</b>				0.00
<b>Current Levied</b>	Fire Services Property Levy			395.10
<b>Interest (currently 10 per cent per annum)</b>				0.00
<b>Less Pensioner Concession (for current ratepayer only)</b>				0.00
<b>LESS PAYMENTS RECEIVED</b>				-3,490.30
<b>TOTAL OUTSTANDING</b>				<b>\$1,163.40</b>

**NOTES:**

This is a multiple lot property. The sum shown represents rates for the whole property.



**LAND INFORMATION CERTIFICATE**

**SECTION 229 LOCAL GOVERNMENT ACT 1989**

**LOCAL GOVERNMENT (GENERAL) REGULATIONS 2004**

**CERTIFICATE NUMBER:** 49234  
**CUSTOMER REFERENCE NUMBER:** 249474

**ISSUE DATE:** 12-Mar-2020

**OTHER INFORMATION:**

- THERE ARE NO MONIES OWED FOR WORKS UNDER THE LOCAL GOVERNMENT ACT 1958;
- THERE IS NO POTENTIAL LIABILITY FOR RATES UNDER THE CULTURAL AND RECREATIONAL LANDS ACT 1963;
- IF THIS PROPERTY IS NON-RATEABLE, THERE IS POTENTIAL LIABILITY FOR THE LAND TO BECOME RATEABLE UNDER SECTION 173 OR 174A OF THE LOCAL GOVERNMENT ACT 1989;
- THERE IS NO OUTSTANDING AMOUNT REQUIRED TO BE PAID FOR RECREATIONAL PURPOSES OR ANY TRANSFER OF LAND REQUIRED TO BE MADE TO THE COUNCIL FOR RECREATIONAL PURPOSES UNDER SECTION 18, OF THE SUBDIVISION ACT 1988 OR THE LOCAL GOVERNMENT ACT 1958;
- THERE ARE NO MONIES OWED UNDER SECTION 227 OF THE LOCAL GOVERNMENT ACT 1989
- THERE ARE NO NOTICES OR ORDERS ON THE LAND WHICH HAVE A CONTINUING APPLICATION UNDER THE LOCAL GOVERNMENT ACT 1958, THE LOCAL GOVERNMENT ACT 1989 OR UNDER A LOCAL LAW OR BY-LAW OF COUNCIL.

**PLEASE NOTE**

- THIS CERTIFICATE PROVIDES INFORMATION REGARDING VALUATIONS, RATES, CHARGES, OTHER MONIES OWING AND ANY ORDERS AND NOTICES MADE UNDER THE LOCAL GOVERNMENT ACT 1958, LOCAL GOVERNMENT ACT 1989 OR UNDER A LOCAL LAW OF THE COUNCIL
- THIS CERTIFICATE IS NOT REQUIRED TO INCLUDE INFORMATION REGARDING PLANNING, BUILDING, HEALTH, LAND FILL, LAND SLIP, FLOODING INFORMATION OR SERVICE EASEMENTS. INFORMATION REGARDING THESE MATTERS MAY BE AVAILABLE FROM THE COUNCIL OR RELEVANT AUTHORITY. A FEE MAY BE CHARGED FOR SUCH INFORMATION.
- THE USE TO WHICH IT IS PROPOSED TO PUT THE PROPERTY MAY BE PROHIBITED BY PLANNING OR BUILDING CONTROLS APPLYING TO THE LOCALITY OR MAY REQUIRE THE CONSENT OR PERMIT OF COUNCIL OR OTHER RESPONSIBLE AUTHORITY. IT IS IN THE PURCHASER'S INTEREST TO UNDERTAKE A PROPER INVESTIGATION OF PERMITTED LAND USE BEFORE THEY COMMIT THEMSELVES TO BUY.
- PAYMENTS MADE FOR RATES AND CHARGES DETAILED ON THIS CERTIFICATE ARE SUBJECT TO CLEARANCE.

I HEREBY CERTIFY THAT THE INFORMATION IN THIS CERTIFICATE IS TRUE AND CORRECT AS AT THE DATE SHOWN. CERTIFICATES ARE VALID FOR THREE (3) MONTHS ONLY. UPDATES WILL NOT BE GIVEN ON EXPIRED CERTIFICATES AND A NEW CERTIFICATE SHOULD BE APPLIED FOR.

Authorised Officer

Greater Shepparton City Council can now accept Notice of Acquisitions and payments electronically.

- Pay via BPAY:  
Biller Code: **93625**  
Reference number **00249474**
- Notice of Acquisitions can be emailed to:  
[council@shepparton.vic.gov.au](mailto:council@shepparton.vic.gov.au)



## Department of Environment, Land, Water & Planning

Your Ref : 36136184-024-8  
Our Ref : 0803950:#139751

18 March 2020

Landata  
Email: [landata.online@delwp.vic.gov.au](mailto:landata.online@delwp.vic.gov.au)

Dear Sir/Madam

**RE: PROPERTY ENQUIRY - FORD BM , RAWSON LODGE - ALLOTMENT 33C, 33D, 33B,  
CANIAMBO**

I refer to your recent property enquiry and advise that licence number 0803950 may be associated with 1475 River Road Caniambo. This licence is in the name of BM KJ & JM Ford Rawson Lodge .

Please be advised that holding the above described licence does not give the licensee or proposed licensee exclusive use of the Crown Land that the licence is issued over, it only gives consent to use the Crown Land for a specified purpose as listed on the transfer form.

Transfer of this licence should not be used as a condition of sale as the transfer is not an automatic process and will be subject to approval of the land manager. Please advise prospective purchasers of this information.

Approval to transfer will be sought on receipt of the following information:

- **Enclosed transfer form completed by both parties.**
- **Payment of the transfer fee, being \$57.80 and any outstanding rental as detailed on the transfer form.**
- Payment of the transfer fee and outstanding rental (if applicable) can be made in the following ways:
  - **Cheque or Money Order** – Please make payment out to "Department of Environment, Land, Water & Planning" or "DELWP".
  - **Credit Card payment** – if you wish to opt for the credit card option please tick the box below the transfer fee on the enclosed form, you shall be contacted for payment when the documentation has been received and reviewed.
- **Copy of a "Notice of Acquisition of an interest in land", titles and/or Rates Notice to enable confirmation of the area to be transferred.**

*Please review the enclosed transfer form as it has changed.*

*The preferred method of sending out Licence documentation following a transfer will be via email. Unless otherwise advised, once the transfer has been completed, the licence document shall be signed electronically and emailed to the email address listed on the covering letter, under your reference. If no covering letter is included the documentation shall be sent to the email address listed on the transfer form. If you wish to discuss this change please email [transactioncentre@delwp.vic.gov.au](mailto:transactioncentre@delwp.vic.gov.au).*

Should you have any queries regarding this matter please contact [transactioncentre@delwp.vic.gov.au](mailto:transactioncentre@delwp.vic.gov.au).

Yours sincerely

*Transaction Centre*

Transaction Centre

PO Box 879  
15 Hume and Hovell Road  
Seymour Vic 3660  
Telephone: (03) 5735 4300  
Facsimile: (03) 5792 3230  
[www.delwp.vic.gov.au](http://www.delwp.vic.gov.au)  
DX 218676



Email: [transactioncentre@delwp.vic.gov.au](mailto:transactioncentre@delwp.vic.gov.au)

## TRANSFER OF LICENCE

**Details of present licence holder/s**

I/We BM KJ & JM FORD RAWSON LODGE PTY LTD

of 938 MITCHELL ROAD KIALLA EAST 3631

being the holder(s) of Licence No.: 0803950 (Previous No. UR0803950)

granted under the provisions of the Land Act 1958 do hereby agree to transfer the said licence.

Signature/s: \_\_\_\_\_ Date: \_\_\_\_\_

**Required to be supplied with completed form:**

1. Transfer fee of \$57.80 (GST exempt)

Please contact me to pay by credit card over the phone.

**This section to be completed by proposed licence holder/s (Please Print)**

I/We \_\_\_\_\_  
(Full Names or Company Name)

of \_\_\_\_\_  
(Proposed Residential Address)

Town: \_\_\_\_\_ P/Code: \_\_\_\_\_

\_\_\_\_\_ Town: \_\_\_\_\_ P/Code: \_\_\_\_\_  
(Address for future correspondence, if different to above)

- do hereby agree to accept the transfer of the said licence to me/us and supply the following information which is true and correct, and
- acknowledge this licence is issued for the purpose of **GRAZING**

*Particulars of adjoining freehold land which is now occupied or owned (or in the process of purchase) by me / us are:*

Allotment or Plan No.: \_\_\_\_\_ Section or Lot No.: \_\_\_\_\_

Parish: \_\_\_\_\_ Township: \_\_\_\_\_

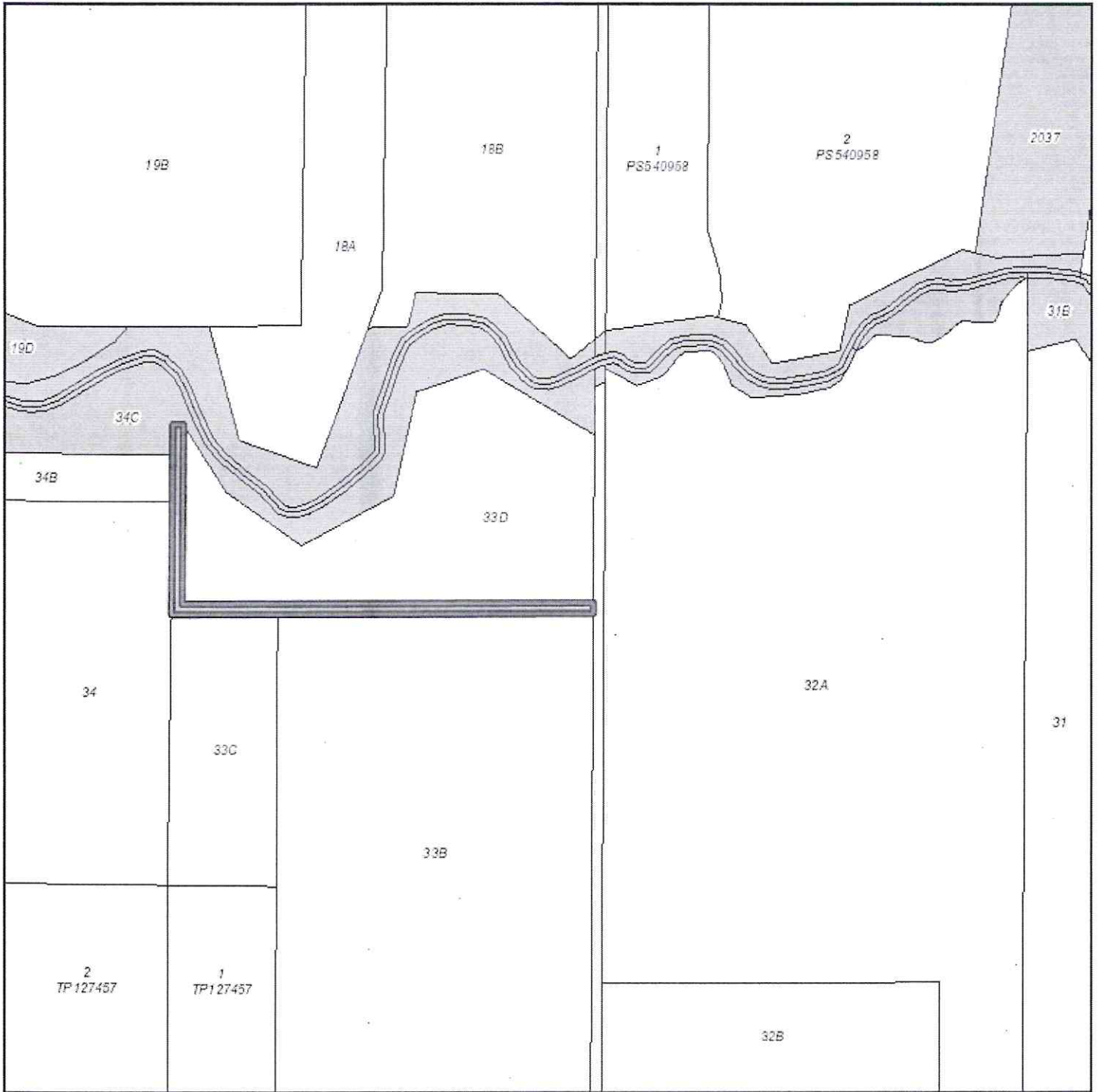
Council Property Number (from Rate Certificate) : \_\_\_\_\_

Signature/s: \_\_\_\_\_ Date: \_\_\_\_\_

Preferred  
Contact phone no.: \_\_\_\_\_ Email: \_\_\_\_\_

**RENTAL INFORMATION**

Licence No. 0803950 (Unused Road) - Rental of \$158.40 has been paid for the period 1.10.1994 to 30.09.2093.



**Legend**

- |  |   |  |  |
|--|---|--|--|
| <ul style="list-style-type: none"> <li><span style="border: 1px solid black; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Township</li> <li><span style="border: 1px dashed black; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Parish</li> <li><span style="border: 1px solid black; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Parcel</li> <li><b>Crown Parcel</b></li> <li><span style="background-color: #cccccc; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Crown Land</li> <li><span style="background-color: #e0e0e0; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Government Road</li> <li><b>Plan Noting</b></li> <li><b>Apiary</b></li> <li><span style="color: red;">●</span> Temporary Apiary Rights</li> <li><span style="color: blue;">●</span> Beefarm and Range Licences</li> </ul> | <ul style="list-style-type: none"> <li><b>Linear Tenure</b></li> <li><span style="color: red;">---</span> Other Pipelines</li> <li><span style="color: blue;">---</span> Industrial Commercial Licences</li> <li><span style="color: green;">---</span> Recreation Amusement Licences</li> <li><span style="color: purple;">---</span> Occupancy Licences</li> <li><span style="color: brown;">---</span> Radio TV Telecom site Licences</li> <li><span style="color: pink;">---</span> Emergency Services Use Licences</li> <li><span style="color: cyan;">---</span> Water Supply Licences</li> <li><span style="color: magenta;">---</span> Miscellaneous General Licences</li> <li><span style="color: yellow;">---</span> Easements</li> <li><span style="color: black;">---</span> Pipe Consents</li> </ul> | <ul style="list-style-type: none"> <li><span style="background-color: #d3d3d3; border: 1px solid black; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Lease</li> <li><span style="background-color: #a9a9a9; border: 1px solid black; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> General Licence</li> <li><span style="background-color: #808080; border: 1px solid black; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Delegated Lease</li> <li><span style="background-color: #606060; border: 1px solid black; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Delegated Licence</li> <li><span style="background-color: #404040; border: 1px solid black; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Grazing Licence</li> <li><span style="background-color: #202020; border: 1px solid black; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Riparian Management Licence</li> <li><span style="background-color: #000000; border: 1px solid black; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Water Frontage Licence</li> <li><span style="background-color: #808080; border: 1px solid black; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Unused Road Licence</li> <li><span style="background-color: #c0c0c0; border: 1px solid black; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Delegated Management Reserve</li> <li><span style="background-color: #e0e0e0; border: 1px solid black; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Direct Management Reserve</li> </ul> | <ul style="list-style-type: none"> <li><b>Government Road</b></li> <li><span style="background-color: #d3d3d3; border: 1px solid black; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Government Road</li> <li><span style="background-color: #e0e0e0; border: 1px solid black; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Dual Status Government Road</li> </ul> |
|--|---|--|--|

1: 10,397

-MapScale-



**Overview Map**

Disclaimer: This map is a snapshot generated from Victorian Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.





## Agriculture Victoria

Department of Jobs, Precincts and Regions

23 March 2020  
JDR:GH Sale22.20

89 Sydney Road  
Benalla Victoria 3672  
PO Box 124  
Benalla Victoria 3672  
Telephone: (03) 5761 1604  
Facsimile: (03) 5762 1685  
DX 214480

MORRISON & SAWERS  
LAWYERS  
PO BOX 321  
KYABRAM VIC 3619

Your ref: BLD:PAN:500267

Dear Ms Newman

**PROPERTY INFORMATION REQUEST – LAND SITUATED AT 1475 RIVER ROAD, CANIAMBO** *being Crown Allotment 33B, 33C and 33D Parish of Caniambo, Shire of Greater Shepparton.*

**RAWSON LODGE PTY LTD and BRIAN MICHAEL FORD**

Thank you for your request dated 12 March 2020 requesting information on the above land.

This letter details particulars the Department of Jobs, Precincts and Regions (DJPR) is obliged to disclose under section 32D of the *Sale of Land Act 1962*. The DJPR record keeping systems are based on the full name or trading name of the livestock owner using the land and Property Identification Code (PIC) as a reference to who owns the land and its geographical location. The property for which this information is provided currently has no PIC registered with DJPR.

A search was made of the records of the DJPR specifically in relation to whether or not the land is subject to a current Land Use Restriction Notice issued under the *Agricultural and Veterinary Chemicals (Control of Use) Act 1992*, or a notice, order, report, declaration or recommendation made pursuant to the *Stock Disease Act 1968* (now repealed) or the *Livestock Disease Control Act 1994*.

The search of the Department's records has failed to uncover any notice, order, report, declaration or recommendation issued pursuant to the *Stock Diseases Act 1968* (now repealed) or the *Livestock Disease Control Act 1994*.

No Land Use Restriction Notice is currently in force in relation to the subject land.

The absence of a Land Use Restriction Notice or any other notice, order, report, declaration or recommendation in respect to the land you have sought information about, must not be taken as an indication that the land is suitable for the purpose or purposes that the purchaser or prospective purchaser has in mind.

In addition, the absence of any notice (Land Use Restriction Notice or otherwise), order, declaration, report, recommendation must not be interpreted as confirmation that the land is free from disease, chemical contamination or physical defect, or that the land is suitable for raising livestock.


If you are concerned that the land may be contaminated by disease, chemicals or noxious residues of any sort, then it may be possible to determine whether any such substances are present or absent by a program of soil sampling and testing. It is suggested that you discuss soil sampling procedures with an agricultural consultant or a testing laboratory, and if necessary, that the appropriate tests be carried out on the land before any commitment is made to purchasing the land.

Where it is planned to introduce livestock onto the land, then the DJPR may be contacted for advice on how to responsibly manage livestock in order to avoid possible contamination or disease.

An invoice for the fee applicable to your enquiry is enclosed.

Any further queries regarding this land should be directed to Dr John Ryan on 03 57227126, quoting the above file reference number.

Yours sincerely



DR JOHN RYAN  
DISTRICT VETERINARY OFFICER  
BENALLA DISTRICT

cc file

enc Property map

#### Privacy Statement

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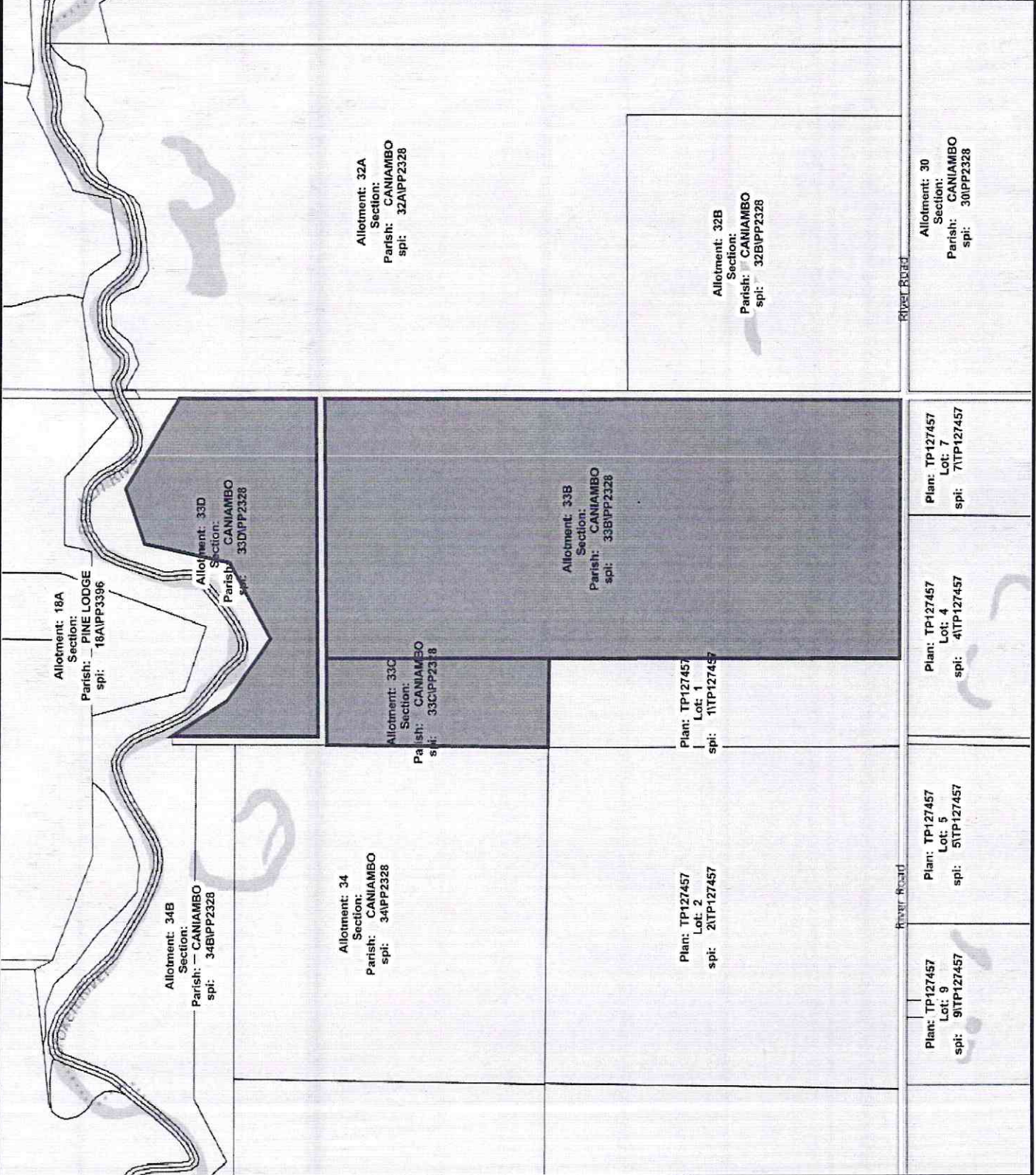
# Map of 1475 River Road, Caniambo

Cadastral - parcels with labels



Approx. scale when printed at A4 size - 1:12,500

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Map date/time: 19/03/2020 15:52 Created by bvp5qq



# Land Tax Clearance Certificate

## Land Tax Act 2005



INFOTRACK / MORRISON & SAWERS (KYABRAM)

<b>Your Reference:</b>	500267
<b>Certificate No:</b>	36555190
<b>Issue Date:</b>	23 MAR 2020
<b>Enquiries:</b>	JXW5

**Land Address:** 1475 RIVER ROAD CANIAMBO VIC 3630

Land Id	Lot	Plan	Volume	Folio	Tax Payable
18111100			6898	570	\$0.00
			2651	110	

**Vendor:** BRIAN MICHAEL FORD & RAWSON LODGE

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR BRIAN MICHAEL FORD	2020	\$870,000	\$0.00	\$0.00	\$0.00

**Comments:** Property is exempt: LTX primary production land.

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

<b>CAPITAL IMP VALUE:</b>	\$890,000
<b>SITE VALUE:</b>	\$870,000
<b>AMOUNT PAYABLE:</b>	\$0.00



# Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 36555190

- Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
- If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
- If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
  - vendor, or
  - purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
- You can request a free update of a Land Tax Clearance Certificate via our website if:
  - there is no change to the parties involved in the transaction, and
  - the request is within 90 days of the original certificate being issued.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,325.00

Taxable Value = \$870,000

Calculated as \$975 plus ( \$870,000 - \$600,000) multiplied by 0.500 cents.

## Land Tax Clearance Certificate - Payment Options

<b>BPAY</b> 	Billier Code: 5249 Ref: 36555190
<b>Telephone &amp; Internet Banking - BPAY®</b>	
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	
<a href="http://www.bpay.com.au">www.bpay.com.au</a>	

<b>CARD</b> 	Ref: 36555190
<b>Visa or Mastercard.</b>	
Pay via our website or phone 13 21 61. A card payment fee applies.	
<a href="http://sro.vic.gov.au/paylandtax">sro.vic.gov.au/paylandtax</a>	



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VOLUME 06898 FOLIO 570

Security no : 124082103619P  
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## LAND DESCRIPTION

Crown Allotment 33B Parish of Caniambo:  
PARENT TITLE Volume 05269 Folio 707  
Created by instrument 2021273 25/07/1946

## REGISTERED PROPRIETOR

Estate Fee Simple  
TENANTS IN COMMON  
As to 1 of a total of 2 equal undivided shares  
Sole Proprietor  
RAWSON LODGE PTY LTD of 49 FLETCHER ST ESSENDON  
As to 1 of a total of 2 equal undivided shares  
Sole Proprietor  
BRIAN MICHAEL FORD of MITCHELL RD KIALLA EAST  
R954149D 10/06/1992

## ENCUMBRANCES, CAVEATS AND NOTICES

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

## DIAGRAM LOCATION

SEE TP385996F 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: 1475 RIVER ROAD CANIAMBO VIC 3630

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>TP385996F</b>
Number of Pages (excluding this cover sheet)	<b>1</b>
Document Assembled	<b>12/03/2020 14:10</b>

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<b>TITLE PLAN</b>		<b>EDITION 1</b>	<b>TP 385996F</b>
<b>Location of Land</b> Parish: CANIAMBO Township: Section: Crown Allotment: 33B Crown Portion:  Last Plan Reference: Derived From: VOL 6898 FOL 570 Depth Limitation: NIL		<b>Notations</b>   ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN	
<b>Description of Land / Easement Information</b>		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 05/04/2000 VERIFIED: SO'C	
LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets	





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VOLUME 02651 FOLIO 110

Security no : 124082103620N  
Produced 12/03/2020 02:08 PM

CROWN GRANT

### LAND DESCRIPTION

Crown Allotment 33C and Crown Allotment 33D Parish of Caniambo.

### REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

RAWSON LODGE PTY LTD of 49 FLETCHER ST ESSENDON

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

BRIAN MICHAEL FORD of MITCHELL RD KIALLA EAST

R954149D 10/06/1992

### ENCUMBRANCES, CAVEATS AND NOTICES

Any crown grant reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below.

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

### DIAGRAM LOCATION

SEE TP565615U FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>TP565615U</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>12/03/2020 14:10</b>

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<b>TITLE PLAN</b>	<b>EDITION 1</b>	<b>TP 565615U</b>
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**Location of Land**

Parish: CANIAMBO  
 Township:  
 Section:  
 Crown Allotment: 33C, 33D  
 Crown Portion:  
 Last Plan Reference:  
 Derived From: VOL 2651 FOL 110  
 Depth Limitation: NIL

**Notations**

SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL. 2651 FOL. 110 AND NOTED ON SHEET 2 OF THIS PLAN

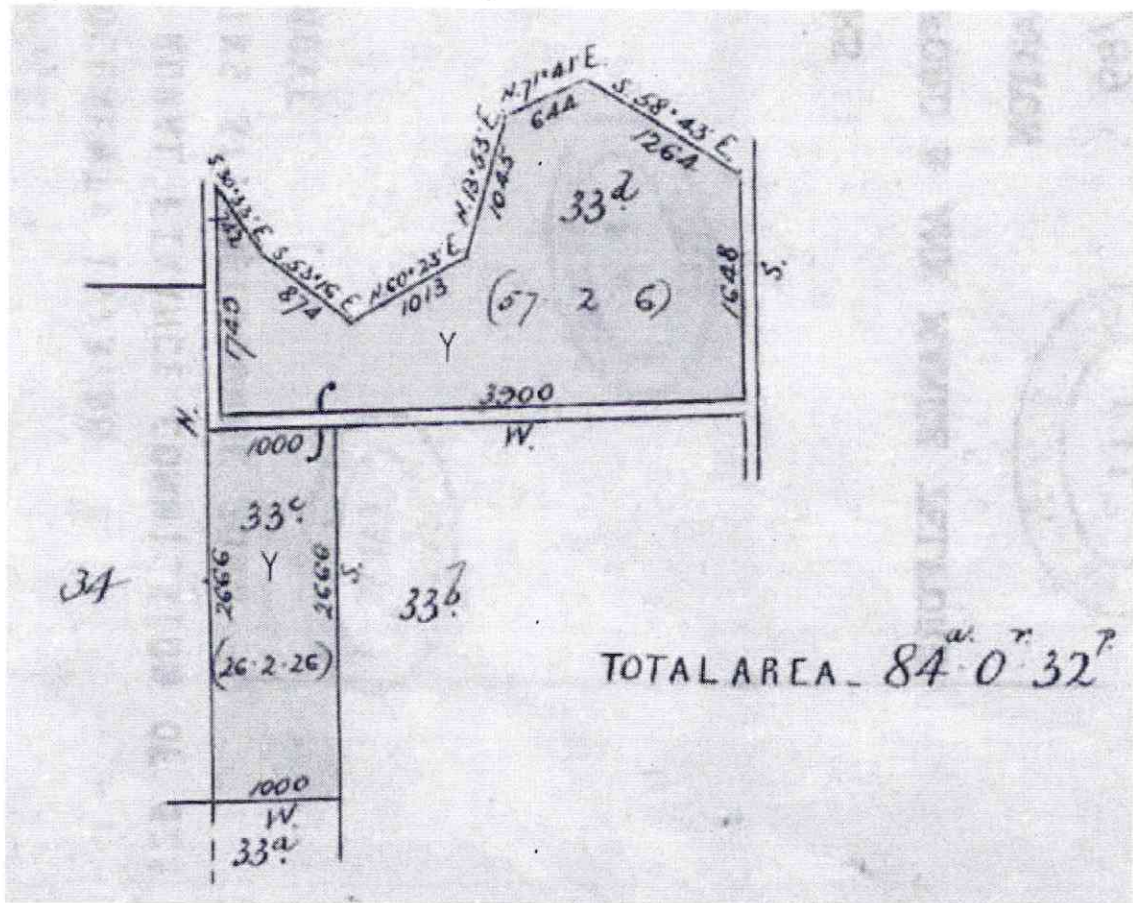
**WATERWAY NOTATION:**  
 C.A. 33D IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

**Description of Land / Easement Information**

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT  
 COMPILED: 13/07/2000  
 VERIFIED: SO'C

**COLOUR CODE**  
 Y = YELLOW



LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 2 sheets
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TITLE PLAN

TP 565615U

LAND DESCRIPTION INCLUDING RESERVATIONS EXCEPTIONS  
CONDITIONS AND POWERS SHOWN ON THE CROWN GRANT

*All THAT PIECE OF LAND in the said Colony containing eighty four acres and thirty five perches more or less being Allotments thirty three C and thirty three D in the Parish of Caruaribe County of Sierra*

delimited with the measurements and abatals thereof in the map drawn in the margin of these presents and therein coloured yellow

EXCEPTING however unto us our heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all mines containing gold silver copper tin antimony coal lignite and all other metals and mineral ores whatsoever and all mines seams lodes and deposits containing gold silver copper tin antimony coal lignite and other metals and minerals and mineral ores in upon or under and within the boundaries of the said land AND ALSO reserving to us our heirs and successors free liberty and authority for us our heirs and successors and our and their agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal lignite and other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal lignite and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal lignite metals minerals and their ores and the mines metals and minerals in upon and under the land hereby granted and for the purposes aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining PROVIDED ALWAYS that it shall be lawful for us our heirs and successors at any time on paying full compensation to the said GRANTEE

to heirs executors administrators or assigns for the full value other than that due to any metals or minerals or mineral ores being thereon or thereunder of the said piece of land or so much thereof as may be resumed as hereinafter mentioned and of the improvements upon the said piece of land or the part so resumed such value in case of disagreement to be ascertained by arbitration to resume the said piece of land or any part thereof for mining purposes AND THAT the terms conditions and events upon which such land may be resumed and the manner in which such arbitration may be conducted may be determined by regulations in such manner as the Governor in Council may from time to time direct or if at any time no such regulations shall be in force then by the regulations concerning the resumption of land for mining purposes in force at the date of this Grant unless Parliament shall otherwise determine.

LENGTHS ARE IN  
LINKS

Metres = 0.3048 x Feet

Metres = 0.201168 x Links

Sheet 2 of 2 sheets