

# Contract of Sale of Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

**Property address**            **499 Joyces Creek-Baringhup Road, Joyces Creek 3364**

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

The terms of this contract are contained in the -

- particulars of sale; and
  - special conditions, if any; and
  - general conditions
- in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

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

..... on...../...../2021

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

.....

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

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

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

..... on...../...../2021

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

**MICHAEL JAMES RINALDI**

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

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

## IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

## 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.

### Particulars of sale

#### Vendor's estate agent

Name: Nutrien Harcourts Ballarat  
Address: 137 Gillies Street, Ballarat Vic 3350  
Email: [adrian.smith@nutrien.com.au](mailto:adrian.smith@nutrien.com.au)  
Tel: 0400 178 945 Ref: Adrian Smith

#### Vendor

**MICHAEL JAMES RINALDI**  
104 Elliott Street, Maryborough, VIC 3465

#### Vendor's legal practitioner or conveyancer

**Mulcahy & Co. Legal**  
300B Gillies Street, Wendouree Vic 3355  
PO Box 380W, Ballarat West Vic 3350  
DX: 35006 Ballarat

Email: [renee@mulcahy.com.au](mailto:renee@mulcahy.com.au)  
Tel: 03 5330 7200 Mob: Fax: 03 5330 7250 Ref: BM:RD:213040

#### Purchaser

Name: .....  
.....  
Address: .....  
ABN/ACN: .....  
Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....  
Address: .....  
Email: .....  
Tel: ..... Mob: ..... Fax: ..... Ref: .....

#### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11852 Folio 906	1	962147N

OR

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

The land includes all improvements and fixtures.



# Special Conditions

## 1. Foreign resident capital gains withholding

General condition 15A is added:

### 15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property 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.
- 15A.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.
- 15A.5 The purchaser must:
- engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - ensure that the representative does so.
- 15A.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:
- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner 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;
  - promptly provide the vendor with proof of payment; and
  - otherwise comply, or ensure compliance with, this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
  - any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
- the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 2. Water Entitlements

- The Vendor warrants that at the date of this Contract of Sale they have the Water Entitlements as contained in the Vendor Statement attached hereto.
- The Vendor must do all things necessary to transfer the Water Entitlements to the Purchaser.
- The Vendor agrees that prior to settlement they will not transfer or sell either on a temporary basis or permanent basis any of the Water Entitlements
- The price payable for the Water Entitlements is included in the price listed in the Particulars of Sale herein.
- The Contract is subject to and conditional upon the Vendor signing all relevant transfer forms with the Water Authority to transfer the Water Entitlements to the Purchaser. The Purchaser agrees to provide a copy of the transfer forms they wish to be signed no later than 14 days prior to settlement.
- The Purchaser agrees that it is responsible for lodging the change of ownership/licence transfer forms with the Water Authority and for the payment of any transfer fees or other associated fees.

2.7. The Purchaser must not bring any action, claim, demand, requisition, delay settlement or seek any damages or costs from the Vendor in relation to the Water Entitlements.

### 3. Purchaser Acknowledgement

The Purchaser acknowledges that the roof of the hay shed drains water to tanks on a neighbouring property and they agree that there shall be no claim for compensation, adjustment of rent or any objection raised with respect to this arrangement.

### 4. No Warranties

General Condition 3 shall not apply to this Contract and the following special condition shall apply instead:

The purchaser admits the land as offered for sale and inspected on his behalf is identical with that described in the title particulars given above. The purchaser may not make any requisition or objection or claim compensation or refuse or delay payment of the price for any alleged misdescription of the land or deficiency in its area or measurements nor shall there be any call upon the vendor to amend title or to bear all or any part of the costs of doing so.

### 5. Auction

The Auction will be conducted in accordance with the Rules in Schedule 1 of the Sale of Land Regulations 2004 together with any additional conditions that have been included in this Contract and available for inspection before the start of the Auction.

The property is offered for sale by the auction subject to the Vendor's reserve price on the following conditions:

- (a) The highest bidder whose bid is accepted by the Auctioneer shall be the Purchaser.
- (b) The Auctioneer has the right to refuse any bid.
- (c) No bid shall be retracted.

The Vendor reserves the right to:

- (a) Refuse any bid.
- (b) Bid through the Auctioneer who shall declare such to be a "Vendor bid".
- (c) Withdraw the land from sale without disclosing the reserve price.

Immediately after the fall of the hammer the Purchaser shall sign this Contract and pay the deposit.

If the Purchaser fails to sign the Contract and pay the deposit within fifteen minutes of the fall of the hammer the sale is rescinded and the Vendor may sell the land at any time to any other person either privately or by auction

### 6. Guarantee

In the event that the Purchaser hereunder is a Corporation the person who executes this Contract for and on behalf of the Purchaser shall also execute the following guarantee:

I,  
of

in the State of Victoria

IN CONSIDERATION of the Vendor entering into the within Contract with the Purchaser named in the Particulars of Sale page of this Contract of Sale HEREBY GUARANTEE the due performance and observance by the Purchaser of the terms and conditions herein contained and I acknowledge that my liability is an unconditional continuing liability until all the said terms and conditions are duly performed by the Purchaser and that this guarantee binds my personal representatives and shall not be affected by any time or indulgence the Vendor may extend to the Purchaser.

SIGNED by the said

)

in the presence of:

)

)

)

# General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations 2008*

## Title

### 1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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 lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 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*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

### 3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:

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

#### 4. SERVICES

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

#### 5. CONSENTS

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

#### 6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

#### 7. RELEASE OF SECURITY INTEREST

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
  - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, 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 predominately 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.
- 7.6 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 7.5 if -
  - (a) the personal property is of a kind that may be described by a 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.

- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(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.
- 7.11 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.
- 7.12 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 7.11
- 7.13 If settlement is delayed under general condition 7.12, 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## 8. BUILDING 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.

## 9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

## Money

### 10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and



- (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

#### 11. PAYMENT

- 11.1 The purchaser must pay the deposit:
  - (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyance; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land is sold 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 conveyance on trust for the purchaser until registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyance.
- 11.4 At settlement, payments may be made or tendered:
  - (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force).
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests than any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

#### 12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
  - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

#### 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
  - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is 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.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

#### 14. LOAN

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

#### 15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

### Transactional

#### 16. TIME

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

#### 17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

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

#### **18. NOMINEE**

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

#### **19. LIABILITY OF SIGNATORY**

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

#### **20. GUARANTEE**

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

#### **21. NOTICES**

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

#### **22. INSPECTION**

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

#### **23. TERMS CONTRACT**

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

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

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

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

#### **24. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

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

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

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 25. BREACH

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

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

## Default

## 26. INTEREST

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

## 27. DEFAULT NOTICE

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
- (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

## 28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.


# 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>	499 Joyces Creek-Baringhup Road, Joyces Creek 3364	
<b>Vendor's name</b>	Michael James Rinaldi	<b>Date</b> 18/3/24
<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 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)*





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

VOLUME 11852 FOLIO 906

Security no : 124088426796V  
Produced 02/03/2021 11:44 AM

**LAND DESCRIPTION**

Lot 1 on Title Plan 962147N.  
Created by Application No. 137481P 09/02/2017

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
MICHAEL JAMES RINALDI of 104 ELLIOTT SREET MARYBOROUGH VIC 3465  
Application No. 137481P 09/02/2017

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT Book 780 No.790 20/07/1978

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

**Warning as to Dimensions**

Any dimension and connecting distance shown is based on the description of the land as contained in the General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.

**Warning as to subsisting interests**

This title is based on General Law documents which have not been investigated by the Registrar of Titles. Subsisting interests under the General Law may affect this title.

**DIAGRAM LOCATION**

SEE TP962147N 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)

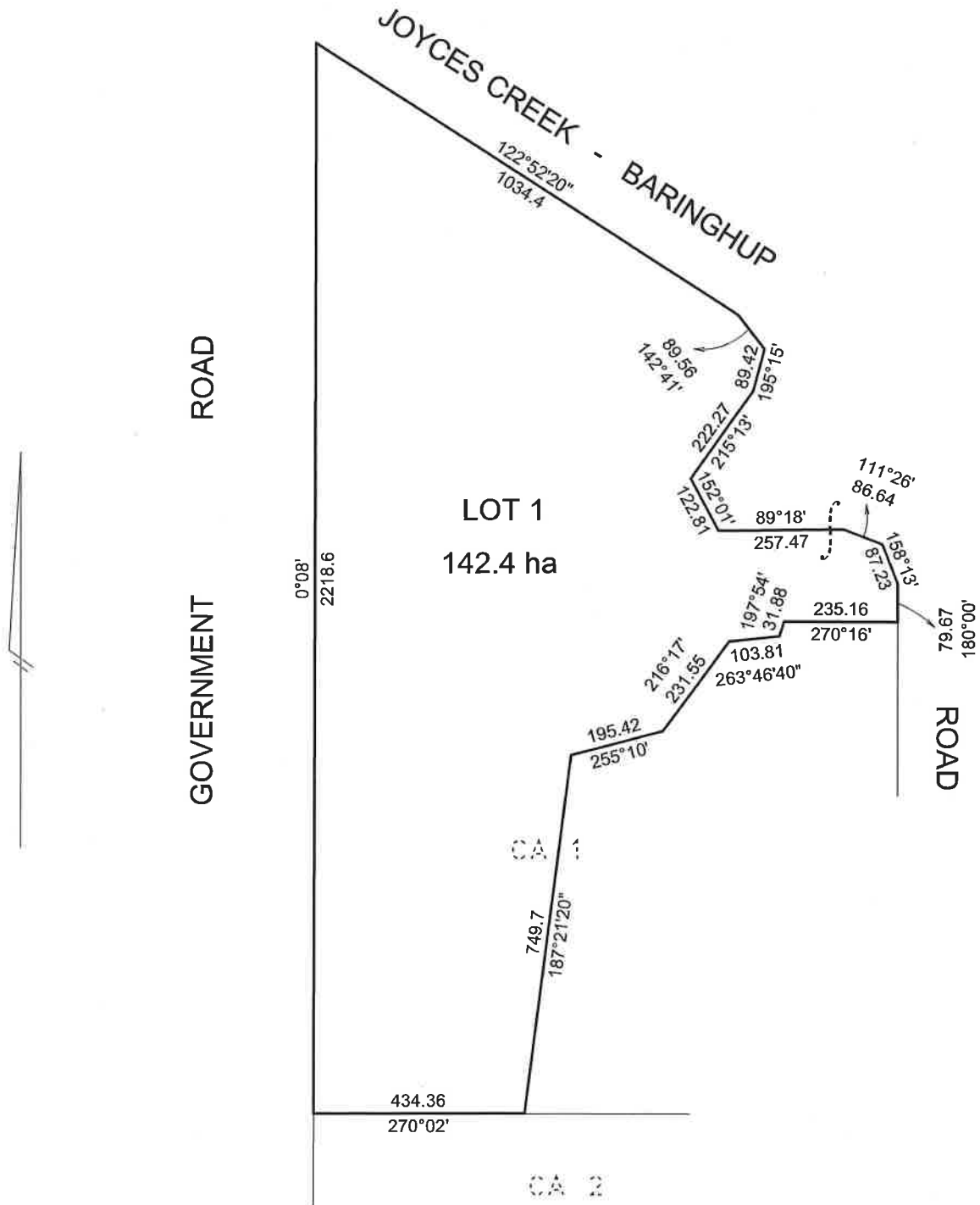
Street Address: 499 JOYCES CREEK-BARINGHUP ROAD JOYCES CREEK VIC 3364

DOCUMENT END

TITLE PLAN		EDITION 1	TP962147N	
<b>LOCATION OF LAND</b> PARISH: BARINGHUP TOWNSHIP: SECTION: 3B CROWN ALLOTMENT: 1 (PT) CROWN PORTION: LAST PLAN REFERENCE: DERIVED FROM: DEPTH LIMITATION: NIL		<b>NOTATIONS</b> <p style="text-align: center;"><b>WARNING AS TO DIMENSIONS:</b></p> ANY DIMENSION AND CONNECTING DISTANCE SHOWN IS BASED ON THE DESCRIPTION OF THE LAND CONTAINED IN THE GENERAL LAW TITLE AND IS NOT BASED ON SURVEY INFORMATION WHICH HAS BEEN INVESTIGATED BY THE REGISTRAR OF TITLES.  THE PARCELLATION AND DIMENSIONS OF ALL LOTS SHOWN ON THIS PLAN ACCORD WITH A PLAN OF SUBDIVISION WHICH WAS SEALED UNDER SECTION 569B OF THE LOCAL GOVERNMENT ACT 1958.		
<b>EASEMENT INFORMATION</b> E - ENCUMBERING EASEMENT. R - ENCUMBERING EASEMENT (ROAD). A - APPURTENANT EASEMENT.				THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES  Checked by: AJC Date: 09/02/2017 Assistant Registrar of Titles
LOT 1 ON THIS PLAN IS ENCUMBERED BY AN EASEMENT FOR WATER SUPPLY CREATED IN BOOK.780 No.790				
Easement Reference	Purpose / Authority	Width (Metres)	Origin	
SEE SHEET 2 FOR DIAGRAM				
LENGTHS ARE IN METRES	SCALE —	DEALING / FILE No: AP137481P GOVERNMENT GAZETTE No:		DEALING CODE: 23 SHEET 1 OF 2

TITLE PLAN

TP962147N



LENGTHS ARE IN METRES

SCALE

DEALING / FILE No: AP137481P

GOVERNMENT GAZETTE No:

SHEET 2

AP137481P

09/02/2017

\$0 23



## APPLICATION

*to bring land under the operation of the  
Transfer of Land Act 1958*

### SECTION 23 Transfer of Land Act 1958

Lodged by:

Name: REGISTRAR OF TITLES

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Ref: \_\_\_\_\_

Customer Code: 35D

### REGISTRAR'S CONVERSION Section 26S (b) (ii) Transfer of Land Act 1958

The named registered owner/s appear to be the proprietors of the subject land subject to any encumbrances shown.

The Subsisting Interest title generated from this application reflects the position of the Property Law Register upon its closure on 31/12/1998.

The warning in the form of Part V of the Fifth Schedule of the *Transfer of Land Act 1958* that is recorded on the folio for the land may be removed:

- i) At any time by application under Section 14 or Section 15 of the *Transfer of Land Act 1958*; or
- ii) After 15 years from creation of the folio, by application under Section 26D of the Act.

A search of this title is filed in AP 91866

(LIBRARY  
SEARCH)

MEMORIAL CONTAINS A JUST AND TRUE ACCOUNT OF THE SEVERAL PARTICULARS

1958

EDWARD JOHN KNOBLOCK of Moolort in the State of Victoria (Vendor) of the one part and JAMES WILLIAM RINALDI Farmer and MARY MARGARET RINALDI Married Woman and MICHAEL JAMES RINALDI Farmer all of Moolort aforesaid of the other part

and

S. J. BOCK

MEMS, ADDRESSES AND ADDITIONS OF EACH PARTY

NAMES OF THE WITNESSES

DESCRIPTION OF THE LANDS OR PROPERTY CONVEYED

ALL THAT piece of land in the State of Victoria being part of said Allotment One of Section Three B in the Parish of Beringhup County of Talbot containing 142.4 hectares or thereabouts and being Lot One on the said Plan of Subdivisor No.72896.

OTHER PARTICULARS cont.

A Plan of Subdivision of the said part of Allotment One aforesaid by Mr. Licensed Surveyor Geoffrey John Shaw dated the 2nd day of September 1977 was duly sealed by the Council of the Shire of Tullaroop on the 8th day of November 1977 and lodged in the office of the Registrar General on the 1st day of December 1977 and numbered 72896.

And for the consideration aforesaid the said Edward John Knoblock for himself and his heirs executors administrators and assigns owner or owners for the time being of Lot one on the said Plan of Subdivision No.72896 hereby convenants with the owner or owners for the time being and the survivor of them and their respective heirs executors administrators and assigns owner or owners for the time being of the land delineated and coloured blue and green on the said plan

FIRSTLY that he or they will not at any time hereafter erect or permit to be erected on the said Lot One any building within a distance of two hundred metres of the boundary separating the said Lot One from the adjoining land coloured green on the said plan and SECONDLY that he or they will at any time hereafter at the expense of the owner of Lot Two on the said Plan of Subdivision grant to the owners an easement along the line of the existing water pipe through the said Lot One for the purpose of supplying water to the adjoining land coloured green and will at all times hereafter permit and allow the said James William Rinaldi, Mary Margaret Rinaldi and Michael James Rinaldi to enter upon the said Lot One for the purpose of maintaining repairing or renewing the said water pipe.

Subject to

CONSIDERATION AND HOW PAID

In consideration of the sum of Seventy-three thousand and sixty dollars paid by the said James William Rinaldi, Mary Margaret Rinaldi and Michael James Rinaldi to the said Edward John Knoblock on or before the execution of this now Memorializing Indenture.

E. J. KNOBLOCK

TO

Memorial

J. W. & M. M. RINALDI

RECEIVED into the Office of the Registrar.

General of the State of Victoria this

20th

day of

July

1978, at the hour of

2:30

in the afternoon.



# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

722942

## APPLICANT'S NAME & ADDRESS

MULCAHY & CO LEGAL PTY LTD C/- INFOTRACK C/-  
LANDATA  
MELBOURNE

## VENDOR

RINALDI, MICHAEL JAMES

## PURCHASER

N/A, N/A

## REFERENCE

61485

This certificate is issued for:

LOT 1 PLAN TP962147 ALSO KNOWN AS 499 JOYCES CREEK-BARINGHUP ROAD JOYCES CREEK  
CENTRAL GOLDFIELDS SHIRE

The land is covered by the:

CENTRAL GOLDFIELDS PLANNING SCHEME

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

The land:

- is included in a FARMING ZONE
- is within a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1
- and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :  
(<http://planningschemes.dpced.vic.gov.au/schemes/centralgoldfields>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:  
(<http://vhd.heritage.vic.gov.au/>)

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

02 March 2021

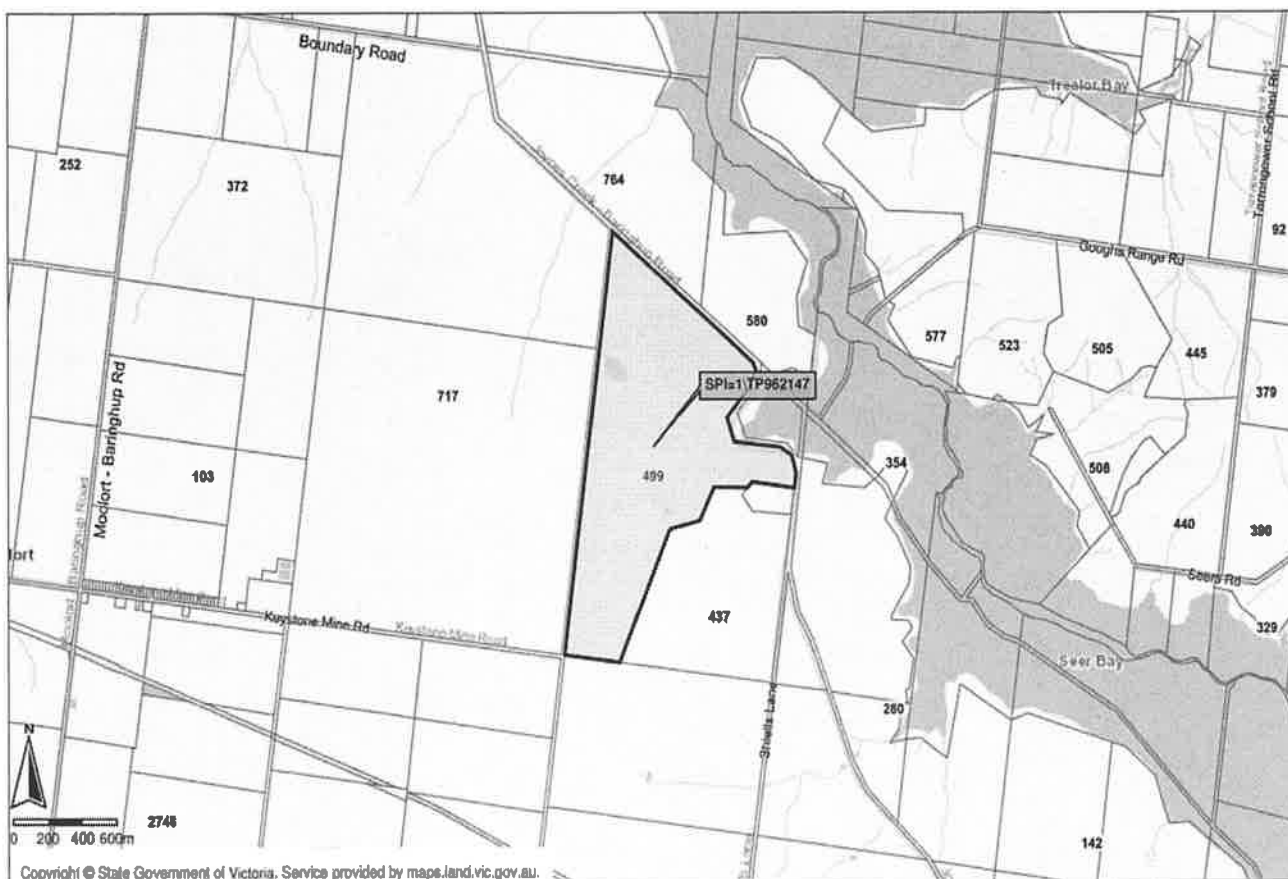
Hon. Richard Wynne MP  
Minister for Planning

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 25 February 2021 10:14 AM

**Address:** 499 JOYCES CREEK-BARINGHUP ROAD JOYCES CREEK 3364

**Lot and Plan Number:** Lot 1 TP962147

**Standard Parcel Identifier (SPI):** 1\TP962147

**Local Government (Council):** CENTRAL GOLDFIELDS **Council Property Number:** 33473.0499

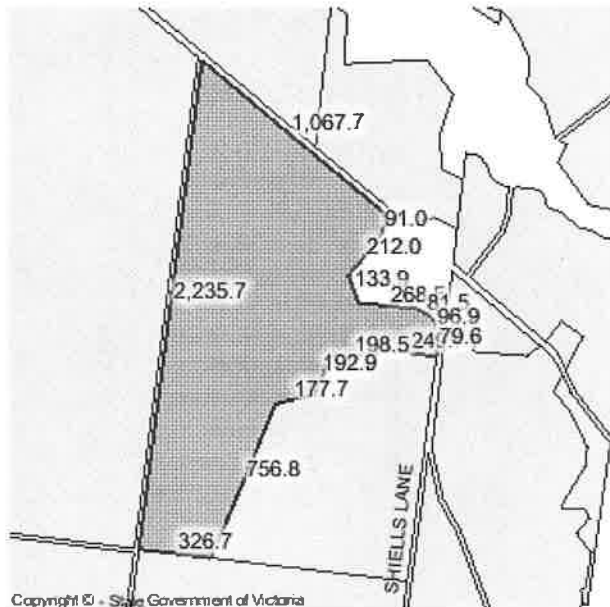
**Directory Reference:** VicRoads 58 H2

**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:** 1395690 sq. m  
(139.6 ha)

**Perimeter:** 6253 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.

2 dimensions shorter than 45m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

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

### State Electorates

**Legislative Council:** WESTERN VICTORIA

**Legislative Assembly:** RIPON

### Utilities

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

**Urban Water Corporation:** Central Highlands Water

**Melbourne Water:** outside drainage boundary

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

Planning information continued on next page

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## Planning Zone Summary

**Planning Zone:** FARMING ZONE (FZ)

SCHEDULE TO THE FARMING ZONE (FZ)

**Planning Overlays:** ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 (SLO1)

Planning scheme data last updated on 24 February 2021.

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

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

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

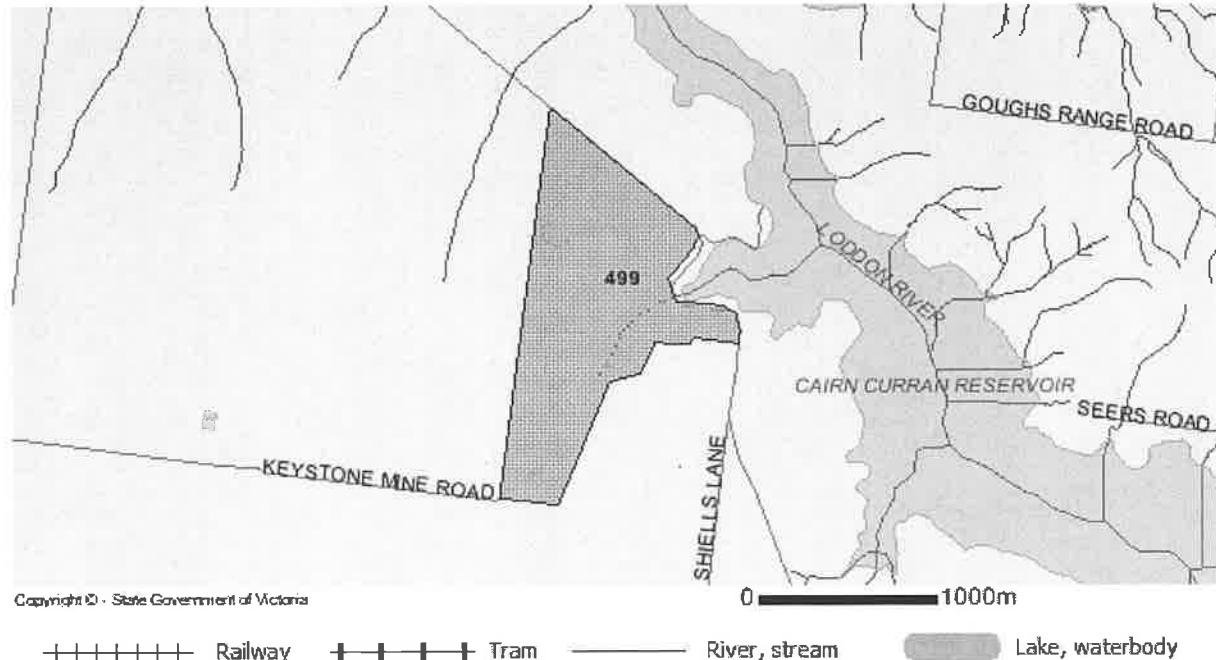
The Planning Property Report includes separate maps of zones and overlays

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)

## Area Map



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

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

**Applicant:** Mulcahy & Co Legal Pty Ltd  
C/. Landata

**Assessment Id:** 2375  
**Date:** 4/03/2021  
**Certificate No:** 13256  
**Applicants Ref:** 45997037-012-3

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

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

<b>Assessment No:</b> 33473.0499	<b>Site Value:</b> \$1,010,000
<b>Property</b> 499 Joyces Creek Baringhup Roa	<b>Capital Improved Value:</b> \$1,030,000
<b>Location:</b> Joyces Creek	<b>Net Annual Value:</b> \$51,500
<b>Registered Owners -</b> RINALDI M J	<b>Level of Value Date:</b> 01-January-2020
<b>Title Details:</b> CA 1 Sec 3B (Pt) Parish of Baringhup	<b>Operative Date:</b> 01-July-2020
	<b>Area:</b> 139.514 ha

**RATES AND CHARGES LEVIED 1/07/2020 TO 30/06/2021.**

	<u>Amounts Levied</u>	<u>Outstanding Amount</u>
General Area	\$3,895.45	\$0.00
Garbage Area	\$142.40	\$0.00
Municipal Chg	\$202.00	\$0.00
Fire Services Property Levy	\$425.70	\$0.00
<b>TOTAL RATES AND CHARGES OUTSTANDING :</b>		<b>\$0.00</b>

**TOTAL AMOUNT OUTSTANDING AS AT 4/03/2021**

**\$0.00**

**ADDITIONAL NOTES :**

**EFT Details:** BSB: 063 519 Account No: 1003 5469  
**Quote Reference Number:** 33473.0499  
**Email:** mail@cgoldshire.vic.gov.au

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

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

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

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**OTHER INFORMATION**

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

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

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

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

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

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



**MARC CASSIDY**  
**REVENUE OFFICER**



STMT0579-21

## Information Statement

Issued Pursuant to Section 158 of the Water Act (1989) showing Orders, Rates and Charges due to be paid to the authority with respect to the land hereunder

**Applicant:**  
 Mulcahy & Co Legal  
 C/- Landata  
 DX 250639  
 MELBOURNE

**Applicant Reference:** 45997037-021-5

Account No:	Owner:	Description	Amount Payable:	Payment Ref:
924776	Michael J Rinaldi	Groundwater	\$0.00	553575838

An Information Statement is a legal document provided by GMW outlining details relating to a particular parcel of land or account number. This document has been identified from your application using title particulars and/or account numbers provided. The detailed entities are currently associated with this account. If you intend on transferring the services below, you can request a prefilled Form 55 application to transfer the land and water. This application form combines multiple applications into one making it a great solution when changing ownership. This request can be made at <http://www.gmwater.com.au/customer-services/forms/> or by contacting us on 03 5826 3500.

The following payment methods are available:



Pay online via MyGMW  
<https://mygmw.gmwater.com.au>



Quote Biller Code 72801  
 and the 'Payment Ref'  
 displayed in the above table

### Water Services Charges 2020/2021:

Charge Description	Issue Date:	Charge Amount:	Balance Outstanding:
Account No:924776			
Annual Rates and Charges 2020/2021			
Balance as at 30/06/2020			\$0.00
Fixed Land Related Charges			
Resource Management Fee - 450.00ML @ \$4.06/ML	22/07/2020	\$1,827.00	\$0.00
Service Fee - @ \$119.00 each	22/07/2020	\$119.00	\$0.00
Access Fee - 2.00 Service Point @ \$134.00 each	22/07/2020	\$268.00	\$0.00
Service Point - Metered (excluding D&S) - 2.00 @ \$374.00 each	22/07/2020	\$748.00	\$0.00
Sub-Total for 2020/2021		\$2,962.00	\$0.00
Balance as at 03/03/2021			\$0.00

Rates and charges listed in this table relate to **1st July 2020 - 30th June 2021**. All of these are annual rates and charges for the financial year.

<b>Entitlements(s):</b>						
<b>Account No:</b>	<b>Entitlement ID:</b>	<b>Volume:</b>	<b>Source Trading Zone:</b>	<b>Use Trading Zone:</b>	<b>Delivery System:</b>	<b>Reliability:</b>
924776	BEE069535	450.0	Not applicable	1011 Mid Loddon Groundwater	1011 Mid Loddon Groundwater	Seasonal

#### **Licence to Take and Use Water / Operate Works- Groundwater**

A licence to take and use groundwater and operate works is associated with this property which authorises the licence holder to extract groundwater for use on the land described within this information statement.

Specific information and conditions relating to this licence are available requesting a copy of the licence from GMW. Please note that an application to transfer a licence to take and use groundwater is subject to assessment and approval by GMW upon receipt of the relevant application requirements

Where a right as defined under Section 8 of the Water Act 1989 (commonly referred to as a 'private right') exists on the property water can be taken in addition to the licensed volume through the metered works specified on the licence. This additional volume is limited to the volume assessed by GMW.

The licence relating to this property covers multiple individual land titles. If any of the land titles are to be sold individually, an application must be lodged with GMW to amend or cancel and re-issue the licence. Please contact GMW for information about the requirements prior to settlement. The licence described within this information statement is issued subject to the rules and conditions of a groundwater management plan or local management rules. For further information about the applicable rules and conditions please visit the GMW website.

<b>Works Licence:</b>						
<b>Account No:</b>	<b>Works Licence ID:</b>	<b>Purpose:</b>	<b>Extraction Share:</b>	<b>Extraction Rate:</b>	<b>Type:</b>	<b>Expiry Date:</b>
924776	WLE005840	Operate	8.50	0.00	0	30/06/2028

The works licence relating to this property covers multiple individual land titles. If any of the land titles are to be sold individually, an application must be lodged with GMW to amend or cancel and re-issue the licence. Please contact GMW for information about the requirements prior to settlement.

#### **Works Licence to Operate a Bore or Pump**

A works licence is associated with this property which authorises the licence holder to operate a bore or pump located on the land.

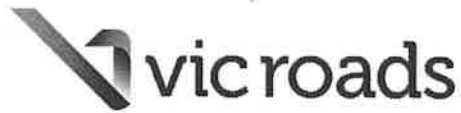
Please note that these licences may incur a fixed bill each season whether the water is being used or not. Specific information and conditions relating to this works licence are available by requesting a copy of the record held in the Victorian Water Register online or from GMW.

Please note that the transfer or a works licence is subject to approval by GMW upon receipt of the relevant application requirements.

If the Works Licence is to expire within 18 months of the date you transfer it you have the option to renew the licence at the same time.

<u>Land Description of the Nominated Property</u>								
Account No:	Vol:	Folio:	Lot:	Plan:	Crown Allotment/ Crown Portion:	Section/ Block	Parish	Area:
924776	0				1	3A	Baringhup	0
924776	0				1	3B	Baringhup	0

<u>Not Rated Land Description</u>								Rated Matched to Parent Property Using Parent Title
Vol:	Folio:	Lot:	Plan:	Crown Allotment/ Crown Portion:	Section/ Block	Parish		
11852	906	1	TP962147N					
Using the information provided within your application, GMW could find no match to any property that is serviced by this corporation. GMW services irrigation properties only and supplies water, which is not fit for human consumption, should the property be located within a township you may need to contract an urban water authority.								



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Mulcahy & Co Legal Pty Ltd C/- InfoTrack  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 61485

NO PROPOSALS. As at the 2th March 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

499 JOYCES CREEK-BARINGHUP ROAD, JOYCES CREEK 3364  
SHIRE OF CENTRAL GOLDFIELDS

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

Date of issue: 2th March 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 45997037 - 45997037114411 '61485'





Department of Environment,  
Land, Water & Planning

LANDATA®  
2 Lonsdale Street  
Melbourne VIC 3000  
Telephone: (03) 9194 0605

Your Ref:61485  
Our Ref:45997037-024-6

02 Mar 2021

Mulcahy & Co Legal Pty Ltd C/- InfoTrack  
135 King St  
SYDNEY 2000

Dear Sir / Madam

**RE: PROPERTY ENQUIRY - 499 JOYCES CREEK-BARINGHUP ROAD, JOYCES CREEK 3364**

I refer to your property enquiry dated 02 Mar 2021, and advise that there are no licences associated with this property.

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

**LANDATA® Property Certificates Service**

**Privacy Statement**

*Any personal information about you or a third party in your correspondence will be protected under the provisions of the Privacy and Data Protection Act 2014. It will only be used or disclosed to appropriate Ministerial, Statutory Authority, or departmental staff in regard to the purpose for which it was provided, unless required or authorised by law. Enquiries about access to information about you held by the Department should be directed to the Privacy Coordinator, Department of Environment, Land, Water and Planning, PO Box 500, East Melbourne, Victoria 3002*



# Property Clearance Certificate

## Taxation Administration Act 1997



INFOTRACK / MULCAHY & CO LEGAL PTY LTD

<b>Your Reference:</b>	213040
<b>Certificate No:</b>	43382516
<b>Issue Date:</b>	02 MAR 2021
<b>Enquiries:</b>	MXH10

**Land Address:** 499 JOYCES CREEK-BARINGHUP ROAD JOYCES CREEK VIC 3364

Land Id	Lot	Plan	Volume	Folio	Tax Payable
7183110	1	962147	11852	906	\$0.00

**Vendor:** MICHAEL JAMES RINALDI  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR MICHAEL JAMES RINALDI	2021	\$1,010,000	\$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>	\$1,030,000
<b>SITE VALUE:</b>	\$1,010,000
<b>AMOUNT PAYABLE:</b>	\$0.00



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

Certificate No: 43382516

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$3,055.00

Taxable Value = \$1,010,000

Calculated as \$2,975 plus ( \$1,010,000 - \$1,000,000 )  
multiplied by 0.800 cents.

## Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249  
Ref: 43382516

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

CARD



Ref: 43382516

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

(04/10/2016)