

**Estate Agent:**

Horsham Real Estate  
54 Hamilton Street, Horsham VIC 3400  
03 5382 0029

# **CONTRACT OF SALE**

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**Vendor:** Kenneth Leslie Nolan

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**Property:** Lot 45, Sims Lane, Homebush VIC 3465

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**JEANNETTE ERNST**  
Conveyancing Professional

**VENDORS REPRESENTATIVE**

Jeannette Ernst – Conveyancing Professionals  
**Greater Geelong, Bellarine and Melbourne**

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**Ref: 24/5487**

# CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

**Property Address:** Lot 45, Sims Lane, Homebush VIC 3465

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; 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 the 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 ...../...../20.....

Print name of person signing: .....

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney') .....

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

**SIGNED BY THE VENDOR**..... on ...../...../20.....

Print name of person signing.....

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney') .....

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

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period Sale of Land Act 1962

Section 31

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

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

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

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

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

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

### Off-the-Plan Sales

Section 9AA(1A)

**Sale of Land Act 1962**

- You may negotiate with the vendor about the amount of 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**

Horsham Real Estate  
54 Hamilton Street, Horsham VIC 3400  
03 5382 0029  
nola@horshamrealestate.com.au

**VENDOR**

Kenneth Leslie Nolan

**VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER**

**Jeannette Ernst - Conveyancing Professional**  
of 10 Ormond Road East Geelong 3219  
Branch Office: 15 Hancock Street Drysdale

Tel: 03 5222 3230 Fax: 03 5234 4855 Ref: 24/5487 Email: info@conveyancinggeelong.com.au

**PEXA Subscriber – Conveyancing Professionals Pty Ltd ABN 69644424368**

**PURCHASER****PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER**

of

Tel: Fax: Ref: Email:

**LAND** (general conditions 3 & 9)

The Land is:-  
Described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 11828 Folio 812	1	TP805150F

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 if the land is general law land.

The Land includes all improvements and fixtures.

**PROPERTY ADDRESS**

The address of the land is:  
**Lot 45, Sims Lane, Homebush VIC 3465**

**GOODS SOLD WITH THE LAND**  
(general condition 2.3(f))

Vacant Land

**PAYMENT** (general condition 11)

Price	\$		
Deposit	\$	by	
		(of which \$	has been paid)
Balance			
	\$	payable at settlement	

**GST** (general condition 13)

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

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

Not Applicable

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

**SETTLEMENT** (general condition 10)

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

**LEASE** (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 1.1.

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

**TERMS CONTRACT** (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

Not Applicable

**LOAN** (general condition 14) –

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

Lender:

Loan amount:

Approval date:

**SPECIAL CONDITIONS**

This contract does not include any special conditions unless the words '**special conditions**' appear in this box:

SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows:

## **SPECIAL CONDITIONS**

### **1. Building and Pest Inspections**

#### ☐ **Special Condition – Pest Inspection (Only applies if box is ticked)**

This sale is subject to the Purchaser obtaining a Pest Inspection Report from a Licensed Pest Control Operator within seven days of the Purchaser signing this Contract of Sale. If the report shows any live termite or borer infestation at the Dwelling at the Property the Purchaser may end this contract but only if the Purchaser serves written notice on the Vendor together with a copy of the report within seven days of the Purchaser signing this Contract. All monies must be immediately refunded to the Purchaser if the contract is ended.

#### ☐ **Special Conditional- Building Inspection (Only applies if box is ticked)**

This sale is subject to the Purchaser obtaining a Building Report from a Registered Building Practitioner within seven days of the Purchaser signing this Contract of Sale. If the report shows a major structural defect the Purchaser may end this Contract but only if the Purchaser serves written notice on the Vendor together with a copy of the report within seven days of the Purchaser signing this Contract. All monies must be immediately refunded to the Purchaser if the Contract is ended.

### **2. Whole Agreement**

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

That the Purchaser has made investigations and asked all questions in relation to any concerns regarding Material Facts regarding the Property prior to signing this Contract of Sale.

The Vendor and Purchaser acknowledge that the Special Conditions take priority over the General Conditions in this Contract of Sale.

### **3. Representation and Warranty as to Building and Improvements (if applicable)**

(a) The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof. That the Purchaser has made a physical inspection of the property and made its own investigations regarding the improvements including the materials constructed at the Property.

(b) The Purchaser confirms he has made enquiries with the Vendor or the Vendor's Agent as to any Material Facts in relation to the Property before signing this Contract of Sale.

### **4. Planning**

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

## 5. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

## 6. Foreign Acquisition

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

## 7. Foreign resident capital gains withholding

- 7.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 7.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 7.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 7.4 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.
- 7.5 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
  - (b) ensure that the representative does so.
- 7.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition. despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 7.7 The representative is taken to have complied with the obligations in special condition 6.6 if:
  - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 7.8 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.
- 7.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 7.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**8. Electronic Conveyancing Special Condition**

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 8 applies, if the box is marked "EC"

EC

- 8.1 This special condition has priority over any other provision to the extent of any inconsistency. This Special Condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 8.3 Each party must:
- (a) Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*
  - (b) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*
  - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5
- (a) The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
  - (b) Notwithstanding anything else hereinbefore contained, the Purchaser shall pay the Vendor's legal representative [and Mortgagee's where applicable] proper costs occasioned by the failure to settle at the agreed time where such failure is caused by the Purchaser, his Solicitor, Conveyancer or Mortgagee and where settlement is required to be re-scheduled and is effected at a different time than that previously arranged. These costs shall be payable even though the Purchaser shall not be deemed to be in default under the Contract of Sale.
- 8.6 Settlement occurs when the workspace records that:
- (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
  - (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent names in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
  - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any

document required to be prepared by the vendor in accordance with general condition 6.

## 9. Amendment to General Conditions

### 9.1 General condition 12.4 is added:

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

### 9.2 Upon execution of the Contract it is acknowledged that General Conditions 24.4, 24.5 & 24.6 do not apply to this Contract.

### 9.3 General Condition 14.2(c) is deleted and replaced with 'serves written notice ending the contract on the vendor or vendors representative by 5pm on the approval date or any later date allowed by the vendor along with a letter from a lender that confirms that the loan application has been declined'.

### 9.4 General Condition 9 is deleted.

## 10. GST Withholding at Settlement

### 10.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

### 10.2 This Special Condition applies if the purchaser is required to pay the Commissioner an *amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises* or *potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.

### 10.3 The amount is to be deducted from the vendor's entitlement to the contract *consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

### 10.4 The purchaser must: (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and ensure that the representative does so.

### 10.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must: (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property; (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and (c) otherwise comply, or ensure compliance, with this special condition; despite: (d) any contrary instructions, other than from both the purchaser and the vendor; and (e) any other provision in this contract to the contrary.

### 10.6 The representative is taken to have complied with the requirements of special condition 9A.5 if: (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

### 10.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with



section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in special condition 10.6. However, if the purchaser gives the bank cheque in accordance with this special condition, 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.

10.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

10.9 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

10.10 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

10.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 10.10 ; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

10.12 This special condition will not merge on settlement.

## 11. Electronic Signature

- 11.1 In this Special Condition 'electronic signature' means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this Contract.
- 11.2 The parties consent to this Contract being signed by or on behalf of party by an electronic signature and the parties warrant 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.
- 11.3 Each party consents to the exchange of counterparts of this Contract by delivery by email to each parties representative.

## 12. Swimming Pool (if Applicable)

12.1 If the Land includes a swimming pool, spa or pond ("Pool"), the Purchaser acknowledges and agrees that:

- (a) the Purchaser, as the new owner of the Property, has made its own enquiries regarding the obligations with respect to the Pool and any existing or required safety barriers located at the

Property;

- (b) From settlement the Purchaser will be responsible to comply with the Building Act 1993(Vic) and its Regulations (including any amendments to the Building Act 1993) in relation to a Pool and the required safety barriers;
- (c) the Purchaser shall not make any claim against the Vendor in relation to the Pool or any existing or required safety barriers;
- (d) The Purchaser shall indemnify the Vendor against at costs associated with the Pool including any existing safety barriers; and
- (e) Neither the Vendor nor the Vendor's Estate Agent has made any representations or warranties in relation to the Pool or any safety barriers.

### **13. Solar Panels (if Applicable)**

13.1 If there are any solar panels on the Land, the Purchaser acknowledges and agrees that:

- (a) whether or not any benefits currently provided to the Vendor by Agreement with the current energy service provider (including feed in tariffs) pass to the Purchaser on the sale of the Land is a matter for enquiry and confirmation by the Purchaser, and the Vendor makes no warranty or representation in this regard;
- (b) the Purchaser will make his own negotiations with the current energy supplier or an energy supplier of the Purchaser's choice with regard to a feed in tariffs for any electricity generated or any benefit provided by the solar panels;
- (c) neither the Vendor nor the Vendor's Estate Agent have made any representations or warranties with respect to the solar panels or their state of repair or purpose which they were installed.

### **14. Existing Lease**

14.1 If this property is affected by a lease or this Contract of Sale is Subject to a Lease, the Vendor does not warrant that the lease will be in force at Settlement. The Purchaser is not entitled to any compensation from the Vendor and the Vendor will not be in breach of this Contract if the property is vacant on the settlement date.

### **15. Adjustments**

15.1 The Purchaser(s) and/or their representative will prepare and deliver the Statement of Adjustments to the Vendors Representative at least 7 clear days before Settlement, along with supporting certificates from the relevant authorities. Supporting certificates must be dated within 30 days of Settlement Date.

### **16. Land Tax**

16.1 Notwithstanding any other Special Condition or General Condition, if the Contract Price is under the 'Threshold Amount' as prescribed in Section 10I of the Sale of Land Act, then Land Tax will not be adjusted or apportioned at Settlement and will remain the responsibility of the Vendor in accordance with the Section 10G of the Sale of Land Act.

### **17. Default Interest, Delayed Settlement or Earlier Settlement**

17.1 General condition 26 is replaced with the following:

If the Purchaser defaults in payment of any money due under this Contract of Sale then interest at the rate of four per cent (4%) per annum plus the rate for the time being as fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable at settlement by the Purchaser to the vendor on any money owing under this Contract of Sale during the period of default without the necessity for a demand and without affecting any other rights or remedies of the vendor.

17.2 The Purchaser acknowledges that in the event that the Purchaser fails to fulfil his or her obligations pertaining to the settlement of the property by the Due Date under this Contract of Sale, all rates, charges and levies in the Statement of Adjustments are to be adjusted from the original Due Date, and not from the new settlement date caused by reason of the delay.

**18. Vendor's Losses and Expenses**

18.1 The Vendor gives notice to the Purchaser and the Purchaser hereby acknowledges that in the event that the Purchaser fails to fulfil his or her obligations pertaining to the settlement of the property by the Due Date under this Contract of Sale, the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in addition to the interest chargeable on the balance of the purchase price in accordance with the terms of this Contract:

- a. Penalties and/or interest payable on any loan secured on the property from the Due Date until settlement actually takes place;
- b. Costs of obtaining bridging finance to complete the Vendor's purchase of another property, plus any interest charged on such bridging finance;
- c. Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property
- d. Reasonable costs of storage of goods and chattels incurred by the Vendor.
- e. Additional legal and conveyancing costs reasonably incurred by the Vendor

# CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

## TITLE

### 1. Encumbrances

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

### 2. Vendor warranties

- 2.1 The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

### 3. Identity of the land

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

### 4. Services

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

### 5. Consents

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

## 6. Transfer

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

## 7. Duties Online Settlement Statement

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

## 8. Release of Security Interest

- 8.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 8.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 8.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
  - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 The vendor must ensure that at or before settlement, the purchaser receives –
  - (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
  - (a) that -
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 8.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 8.5 if –
  - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 8.11.
- 8.13 If settlement is delayed under general condition 8.12 the purchaser must pay the vendor –
  - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay -

as though the purchaser was in default.

8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.

8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

## 9. Builder warranty insurance

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

## 10. Settlement

10.1 At settlement:

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

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

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

## 11. Payment

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

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

11.4 At settlement, payments may be made or tendered:

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

However, unless otherwise agreed:

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

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

## 12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

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

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

**13. GST**

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

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

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

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

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

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

13.8 In this general condition:

- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
- (b) 'GST' includes penalties and interest.

**14. Loan**

14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

**15. Adjustments**

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

**TRANSACTIONAL****16. Time**

16.1 Time is of the essence of this contract.

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

**17. Service**

17.1 Any document sent by –

- (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;

- (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proven otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
- (d) by email

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

## 18. Nominee

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

## 19. Liability of signatory

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

## 20. Guarantee

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

## 21. Notices

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

## 22. Inspection

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

## 23. Terms contract

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

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

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

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



## **24. Loss or damage before settlement**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **25. Breach**

- 25.1 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 GST Withholding Notice**

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

**From: Kenneth Leslie Nolan, 20 Northsun Road, Curlewis VIC 3222**

**Property Address: Lot 45, Sims Lane, Homebush VIC 3465**

**Lot: 1 Plan of subdivision: 805150F**

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

GUARANTEE and INDEMNITY

I/We,..... of .....  
and ..... of .....

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

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

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

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )  
 )  
Print Name..... ) .....  
  
in the presence of: ) Director (Sign)  
 )  
Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
 )  
Print Name..... ) .....  
  
in the presence of: ) Director (Sign)  
 )  
Witness..... )

# **SECTION 32 STATEMENT**

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

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**Vendor:** Kenneth Leslie Nolan

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**Property:** 45 Sims Lane, Homebush VIC 3465

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**VENDORS REPRESENTATIVE**

Jeannette Ernst – Conveyancing Professionals  
Greater Geelong, Bellarine and Melbourne

Greater Geelong and Bellarine T: (03) 5222 3230  
Melbourne T: (03) 9500 0299

Email: [info@conveyancinggeelong.com.au](mailto:info@conveyancinggeelong.com.au)

Ref: 24/5487

**SECTION 32 STATEMENT**  
**Kenneth Leslie Nolan**  
45 Sims Lane, Homebush VIC 3465

**32A FINANCIAL MATTERS**

- (a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows:

- As contained in the attached Certificates or Rate Notices  
Provider

Shire of Pyrenees

State Revenue Office (land tax) – if applicable

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows: None to the Vendor's knowledge

Their total does not exceed \$5,000

At settlement the rates will be adjusted between the parties in accordance with the Contract of Sale. Each party will pay the proportion of rates applicable to their respective periods of occupancy in the property.

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

**32B INSURANCE**

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of Insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: Not applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and Section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows: Not applicable

**32C LAND USE**

- (a) Restrictions

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:

See attached Title documents and tenancy agreement (if applicable).

AND any sewers, drains, water pipes, underground or overhead electricity or telephone cables or any services (including electrical and telephone) as may be laid outside any registered easement.

Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:

None to the Vendor's knowledge and the Vendor has not received any notices from any statutory authority as to non-compliance. The Vendor is only able to provide details which they have directly obtained themselves from any statutory authority of any construction of any buildings during the time the Vendor has been the registered proprietor.

**SECTION 32 STATEMENT**  
**Kenneth Leslie Nolan**  
45 Sims Lane, Homebush VIC 3465

- (b) Bushfire  
This land is within a designated bushfire-prone area within the meaning of the regulations made under the *Building Act 1993*.
- (c) Road Access  
There is access to the Property by road.
- (d) Planning  
Planning Scheme: Pyrenees  
Responsible Authority: Pyrenees Shire  
Zoning: Farming Zone  
Planning Overlay/s: - See attached certificate/report

**32D NOTICES**

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:  
None to the Vendor's knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.
- (b) Any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:  
None to the Vendor's knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act 1986* are: Not applicable

**32E BUILDING PERMITS**

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land): No such Building Permit has been granted

If Building Works have been done and no Building Permit has been granted when a Building Permit is required, then the Purchaser accepts and understands that no Building Permits or Approvals will be obtained by the Vendor unless the Contract provides otherwise.

**32F OWNERS CORPORATION**

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

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

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

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

**SECTION 32 STATEMENT**  
**Kenneth Leslie Nolan**  
45 Sims Lane, Homebush VIC 3465

**32H SERVICES**

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

Electricity X	Gas X	Water X	Sewerage X	Telephone X
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The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement and the Purchaser will need to reconnect to the service.

**32I TITLE**

Attached are the following document/s concerning Title:

- (a) In the case of land under the Transfer of Land Act 1958, a copy of the Register Search Statement and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of:
  - (i) The last conveyance in the Chain of Title to the land; or
  - (ii) Any other document which gives evidence of the Vendor's title to the land
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copy/s of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land this is subject to a subdivision a copy of the unregistered Plan of Subdivision (latest version)
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988*-
  - (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
  - (ii) Details of any requirements in a Statement of Compliance relation to the stage in which the land is included that have not been completed with;
  - (iii) Details of any proposals relating to subsequent stages that are known to the Vendor; and
  - (iv) A statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) Copy of any Covenant/s which affect the land.

If the Property has a swimming pool the Purchaser should make all relevant enquiries regarding the swimming pool before signing this Section 32 Statement.

The Vendor is not aware of any material facts that should be disclosed as required by the Sale of Land Act 1962.

**SECTION 32 STATEMENT**  
**Kenneth Leslie Nolan**  
45 Sims Lane, Homebush VIC 3465

08-Jul-2024 | 12:32 PM AEST

**DATE OF THIS STATEMENT**

/

/20

**Name of the Vendor**

**Kenneth Leslie Nolan**

The Vendor/s hereby confirm that they have read this Section 32 Statement and approve all details including services connected to the property, building approvals, owner builder works, construction over easements and notices issued in relation to the property.

**Signature/s of the Vendor**

x

DocuSigned by:

*Kenneth Nolan*

F9CF64B8EEED419...

**Note for Purchasers:**

- Do you have Permanent Residency (PR) status? If you don't have PR status, have you received approval from the Foreign Investment Review Board (FIRB) to bid at auctions and/or purchase property in Australia (unless the Contract stipulates otherwise)?
- Non-residents who do not have FIRB Approval, are not permitted to bid at auctions and/or purchase property in Australia.
- The Purchaser should make all enquiries in relation to the materials used for construction and the improvements at the Property before signing this Contract.



## SECTION 32 STATEMENT

**Kenneth Leslie Nolan**

45 Sims Lane, Homebush VIC 3465

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

**DATE OF THIS ACKNOWLEDGMENT**

	/		/20	
--	---	--	-----	--

**Name of the Purchaser**

--

**Signature/s of the Purchaser**

x
---

### **IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS**

#### **Undischarged mortgages – S32A(a)**

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

#### **Terms contracts – S32A(d)**

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

Purchasers note: Some Councils have a 1 in 100 year severity notation on properties in relation to flooding. You should check with the local Council or statutory authority prior to signing any Contract if you have concerns regarding flooding.

# 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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(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.



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

Page 1 of 1

VOLUME 11828 FOLIO 812

Security no : 124115389556X  
Produced 29/05/2024 08:18 PM

### LAND DESCRIPTION

Crown Allotment 45 Section 3 Township of Homebush Parish of Glenmona.  
PARENT TITLE Volume 06018 Folio 473  
Created by instrument AN205512V 21/10/2016

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
KENNETH LESLIE NOLAN of 3135 KATAMATITE ROAD CONGUPNA VIC 3633  
AN205512V 21/10/2016

### 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 TP805150F 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: SIMS LANE HOMEBUSH VIC 3465

DOCUMENT END



# Imaged Document Cover Sheet

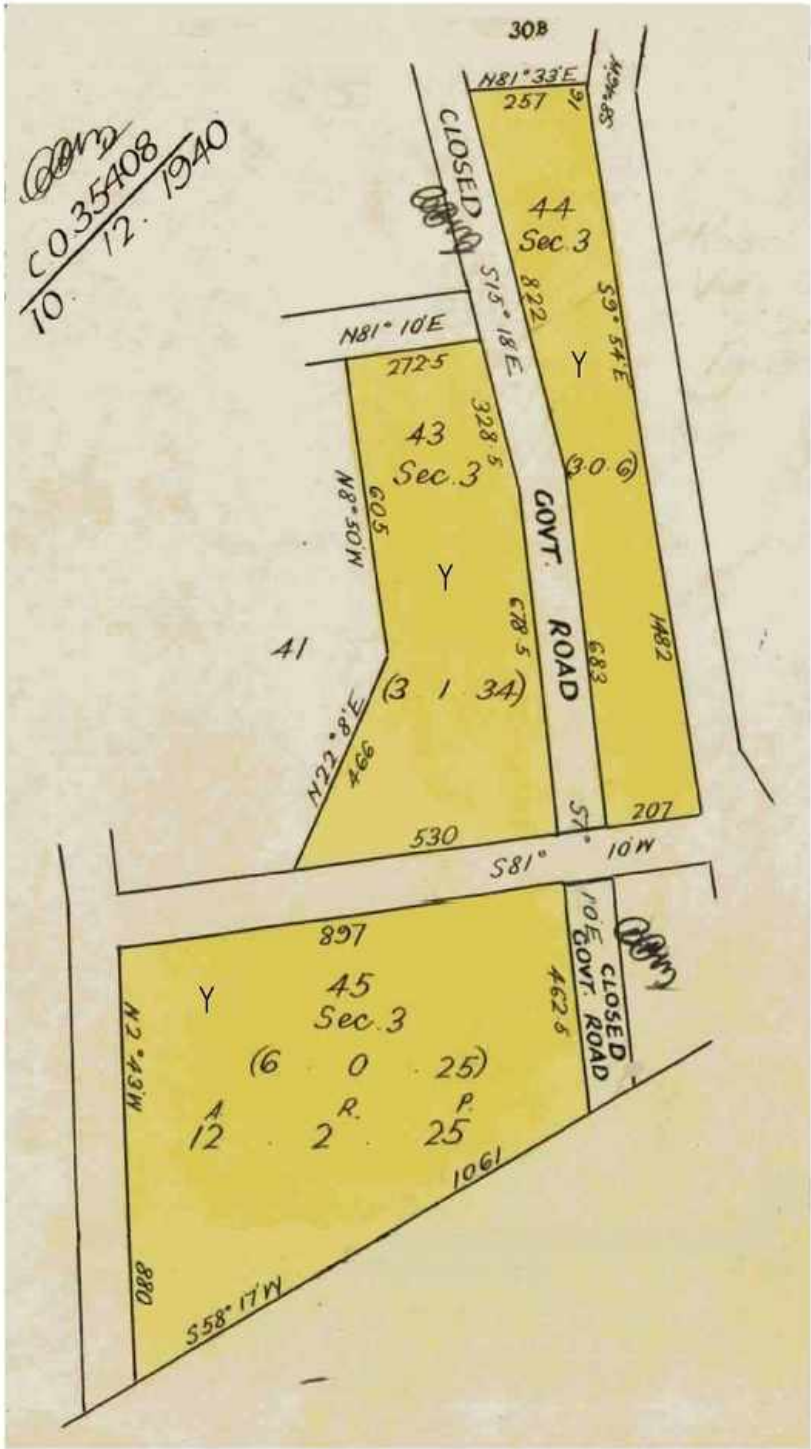
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Plan</b>
Document Identification	<b>TP805150F</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>29/05/2024 20:18</b>

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The document is invalid if this cover sheet is removed or altered.

TITLE PLAN		EDITION 1	TP 805150F
<b>Location of Land</b>  Parish: GLENMONA Township: HOMEBUSH Section: 3 Crown Allotment: 43, 44, 45 Crown Portion:  Last Plan Reference: Derived From: VOL 6018 FOL 473 Depth Limitation: 50 FEET		<b>Notations</b> SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL. 6018 FOL. 473 AND NOTED ON SHEET 2 OF THIS PLAN  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: 22/05/2000 VERIFIED: AD
			<b>COLOUR CODE</b> Y = YELLOW
LENGTHS ARE IN LINKS		Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 2 sheets

TITLE PLAN	TP 805150F	
<p style="text-align: center;"><b>LAND DESCRIPTION INCLUDING RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS SHOWN ON THE CROWN GRANT</b></p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="text-align: right;"><b>III</b> THAT PIECE OF LAND in the said State containing</p> <p><i>twelve acres two roods and twenty five perches more or less being Allotments forty three forty four and forty five of Section three in the Township of Homebush Parish of Glenmore County of Gladstone</i></p> <p>delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein colored yellow PROVIDED nevertheless that the grantees shall be entitled to sink wells for water and to the use and enjoyment of any wells or springs of water upon or within the boundaries of the said land for any and for all purposes as though he held the land without limitation as to depth EXCEPTING nevertheless unto Us Our heirs and successors all gold and silver and minerals as defined in the <i>Mines Act</i> 1928 in upon or under or within the boundaries of the land hereby granted AND ALSO reserving to Us Our heirs and successors free liberty and authority for Us Our heirs and successors and Our and their licensees agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals and to search for and work dispose of and carry away the said gold silver and minerals lying in upon or under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver and minerals and the working of all mines seams lodes and deposits containing such gold silver and minerals in upon or under the land hereby granted</p> <p>PROVIDED ALWAYS that the said land is and shall be subject to be resumed for mining purposes under Section 168 of the <i>Land Act</i> 1928.</p> <p>AND PROVIDED also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a mining lease or mineral lease under the <i>Mines Act</i> 1928 or any corresponding previous enactment to enter therein and to mine for gold silver or minerals within the meaning of the said Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person would for the time being be entitled to mine for gold and silver in and upon Crown lands.</p> <p>PROVIDED FURTHER and this grant is upon this express condition that neither the grantee nor any one claiming from through or under him shall claim or be entitled to any compensation in respect of damage to be done to the <sup>30<sup>B</sup></sup> land hereby granted or to any part thereof or to any improvements thereon by mining therein <del>or</del> <sup>or hereunder</sup> thereon, within the meaning of the <i>Mines Act</i> 1928 or of any Act for the time being in force relating to mining or by the cutting or removing of any live or dead timber thereon or therefrom for mining purposes within the meaning of the said Act or for any purpose authorized by the said Act</p> </div>		
LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 2 of 2 sheets



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 30 May 2024 03:10 PM

PROPERTY DETAILS

Crown Description: Allot. 45 Sec. 3 TOWNSHIP OF HOMEBUSH  
Address: SIMS LANE HOMEBUSH 3465  
Standard Parcel Identifier (SPI): 45-3\PP5384  
Local Government Area (Council): PYRENEES  
Council Property Number: 319030960 (Part)  
Planning Scheme: Pyrenees  
Directory Reference: Vicroads 58 A3

www.pyrenees.vic.gov.au

Planning Scheme - Pyrenees

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

UTILITIES

Rural Water Corporation: Grampians Wimmera Mallee Water  
Urban Water Corporation: Central Highlands Water  
Melbourne Water: Outside drainage boundary  
Power Distributor: POWERCOR

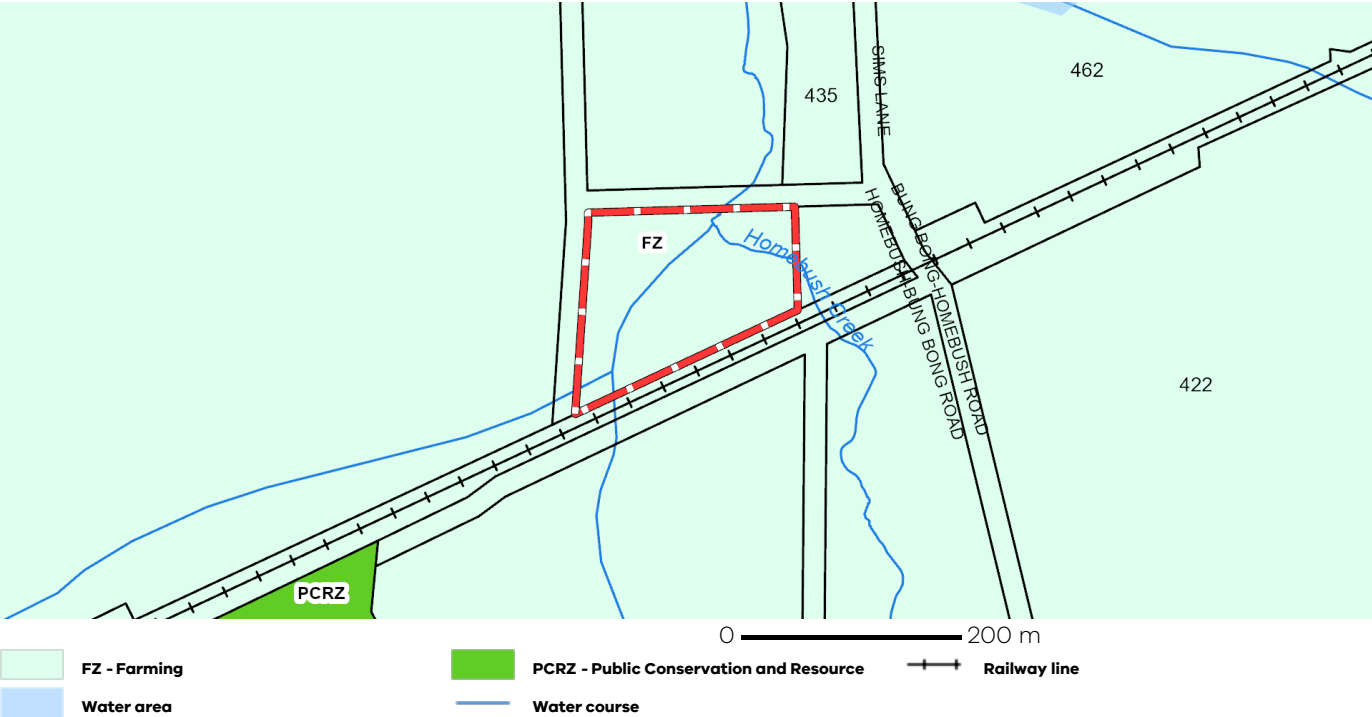
STATE ELECTORATES

Legislative Council: WESTERN VICTORIA  
Legislative Assembly: RIPON  
OTHER  
Registered Aboriginal Party: Dja Dja Wurrung Clans Aboriginal Corporation

View location in VicPlan

Planning Zones

FARMING ZONE (FZ)  
SCHEDULE TO THE FARMING ZONE (FZ)



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

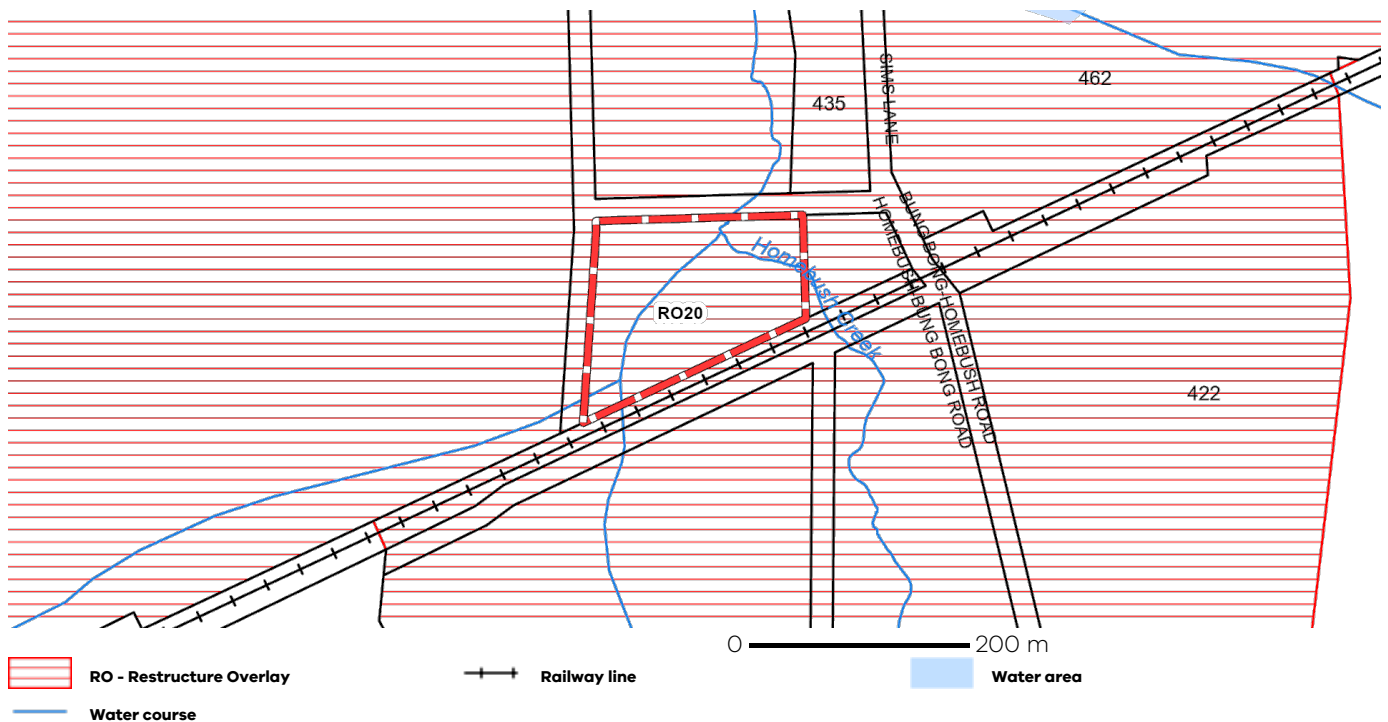


# PLANNING PROPERTY REPORT

## Planning Overlays

RESTRUCTURE OVERLAY (RO)

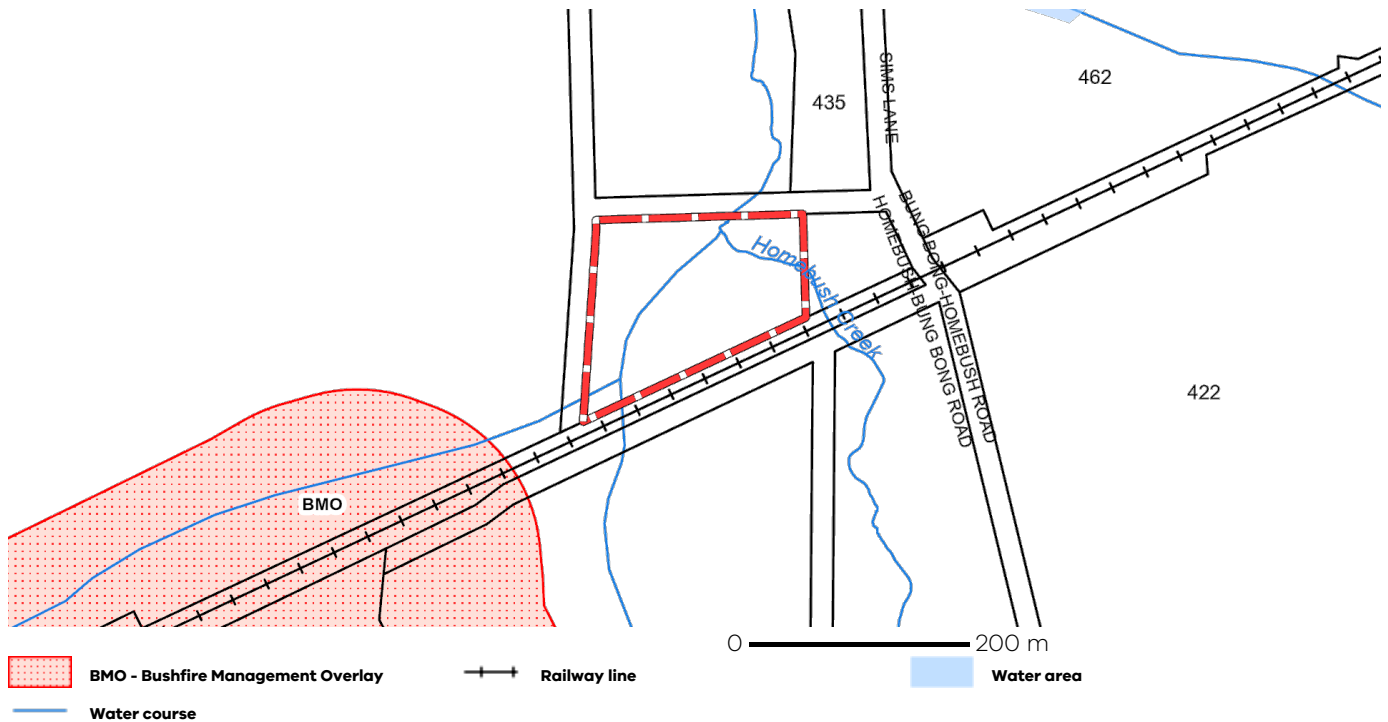
RESTRUCTURE OVERLAY - SCHEDULE 20 (RO20)



## OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

BUSHFIRE MANAGEMENT OVERLAY (BMO)



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PLANNING PROPERTY REPORT: Allot. 45 Sec. 3 TOWNSHIP OF HOMEBUSH

Page 2 of 5

# PLANNING PROPERTY REPORT



VICTORIA  
State  
Government

Environment,  
Land, Water  
and Planning

## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this parcel 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.

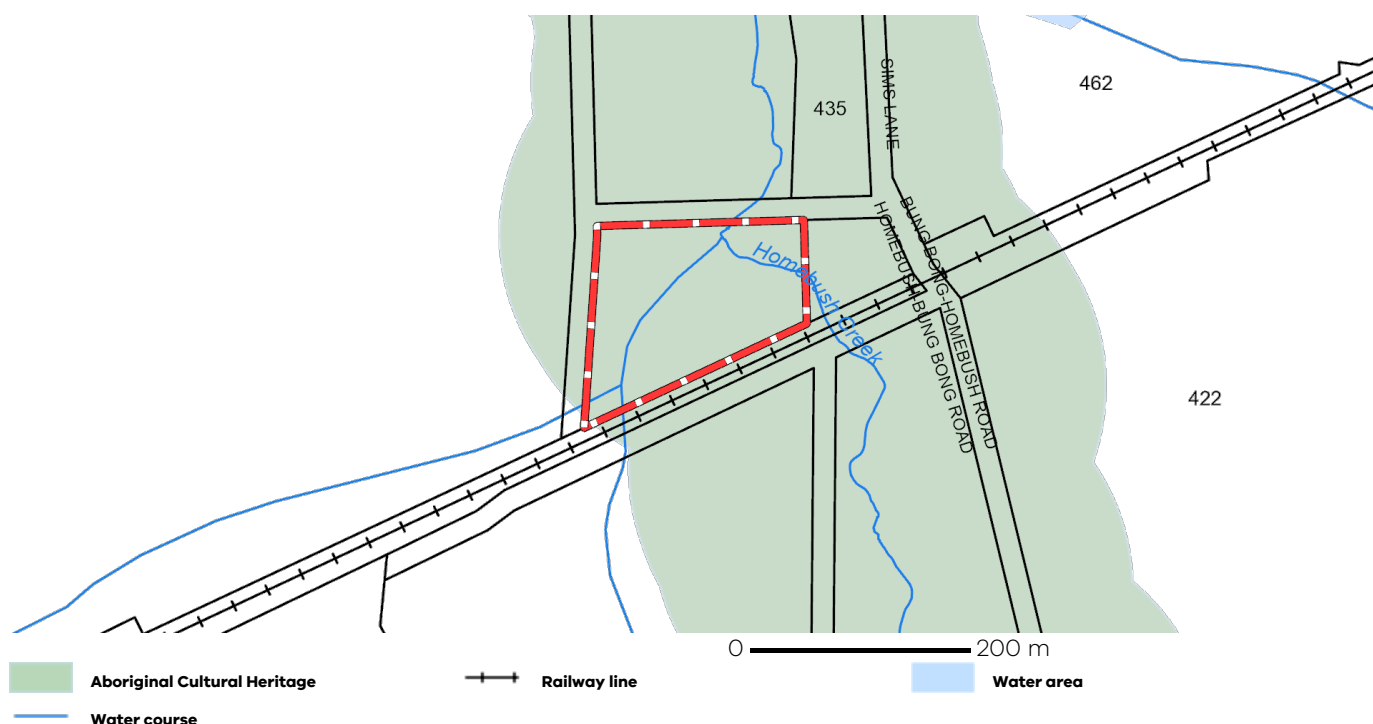
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this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



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PLANNING PROPERTY REPORT: Allot. 45 Sec. 3 TOWNSHIP OF HOMEBUSH

Page 3 of 5

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

## Further Planning Information

Planning scheme data last updated on 22 May 2024.

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

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

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

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

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

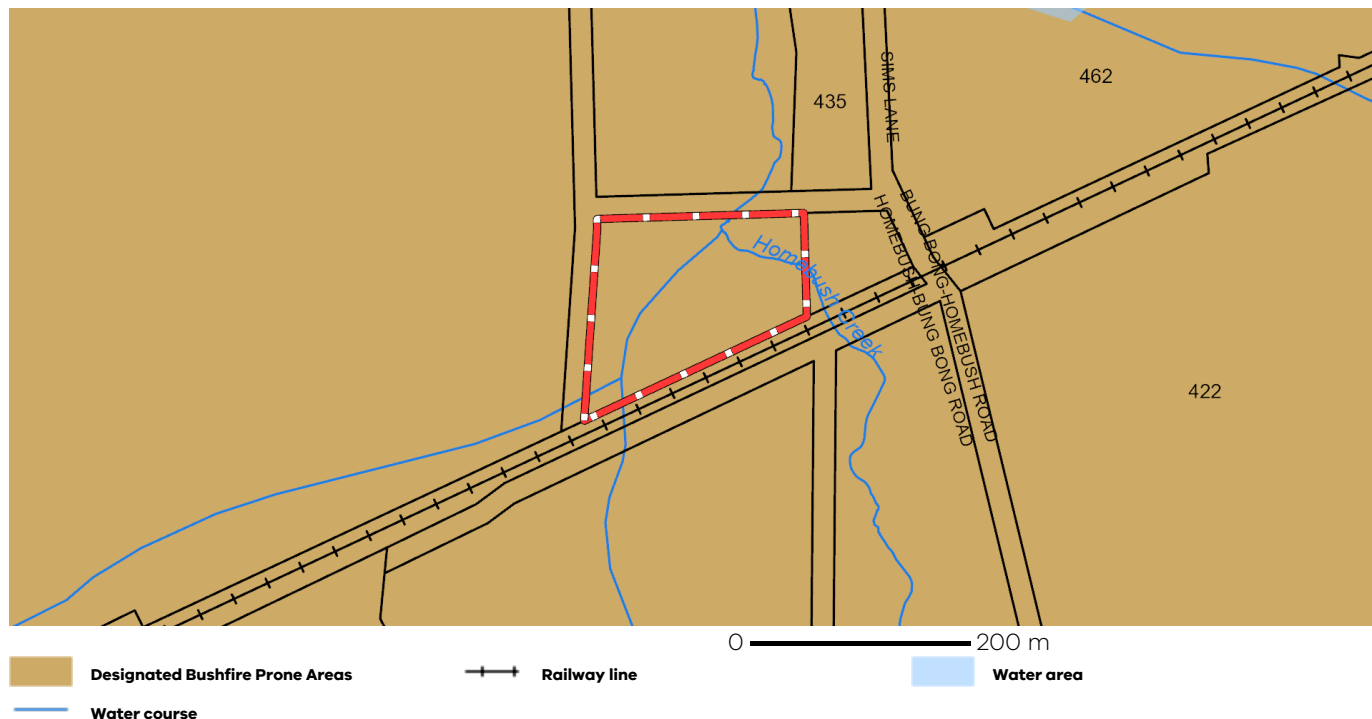
# PLANNING PROPERTY REPORT

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

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PROPERTY REPORT



From www.land.vic.gov.au at 30 May 2024 03:10 PM

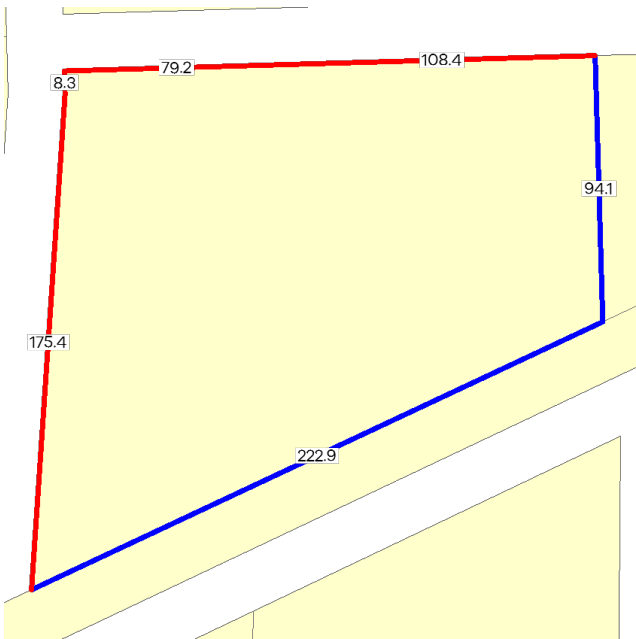
PROPERTY DETAILS

Crown Description: Allot. 45 Sec. 3 TOWNSHIP OF HOMEBUSH  
Address: SIMS LANE HOMEBUSH 3465  
Standard Parcel Identifier (SPI): 45~3\PP5384  
Local Government Area (Council): PYRENEES  
Council Property Number: 319030960 (Part)  
Directory Reference: Vicroads 58 A3

[www.pyrenees.vic.gov.au](http://www.pyrenees.vic.gov.au)

SITE DIMENSIONS

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



Area: 26706 sq. m (2.67 ha)  
Perimeter: 688 m

For this property:  
— Site boundaries  
— Road frontages

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

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

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

PARCEL DETAILS

This is 1 parcel of 2 parcels comprising this property. The parcel searched for is marked with an \* in the table below

	Lot/Plan or Crown Description	SPI
	TOWNSHIP OF HOMEBUSH	
*	Allot. 45 Sec. 3	45~3\PP5384
	Allot. 48 Sec. 3	48~3\PP5384

UTILITIES

Rural Water Corporation: Grampians Wimmera Mallee Water  
Urban Water Corporation: Central Highlands Water  
Melbourne Water: Outside drainage boundary  
Power Distributor: POWERCOR

STATE ELECTORATES

Legislative Council: WESTERN VICTORIA  
Legislative Assembly: RIPON

# PROPERTY REPORT

## PLANNING INFORMATION

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

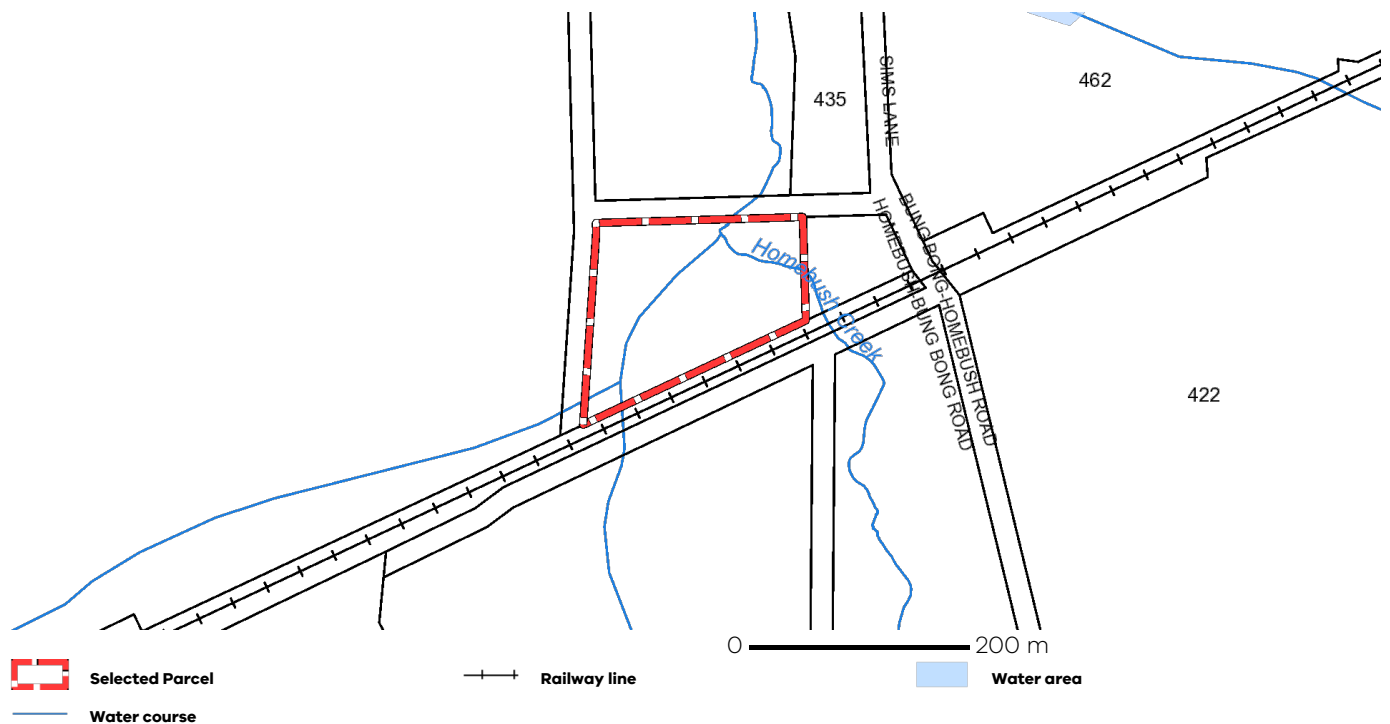
The Planning Property Report for this parcel can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

## Area Map





**Pyrenees**  
Shire Council

ABN 94 924 356 468

1300 797 363

pyrenees@pyrenees.vic.gov.au

pyrenees.vic.gov.au

For the Period 1 July 2023 to 30 June 2024

In accordance with Section 121 of the Local Government Act 2020

**APPLICANT DETAILS**

**Applicant:** Conveyancing Professionals P/L  
C/- Landata (fax 9194 0616)  
DX 250639

**Certificate No:** 2024/412  
**Your Ref:** 73010641-012-9

**Issue Date:** May 30, 2024

This certificate provides information regarding Valuation, Rates, Charges, and other monies owing and any orders or notices made under the Local Government Act 1958, the Local Government Act 1989, the Local Government Act 2020 or under a local law or by-law of the PYRENEES SHIRE COUNCIL.

This certificate is not required to include information regarding Building, Planning, Health, Land Fill, land Slip, Flooding Information or Service Easements. Information regarding these matters may be available from the Council, or the relevant authority. A fee may be charged for such information.

As per the Local Government Act 2020, it is a requirement of the acquiring agent to notify Council of a change to the Title within one month. Failure to do so may result in Council issuing a financial penalty against the offending agent of up to 10 units. Please note that PEXA Settlements require a separate Notice of Acquisition/Disposition to be sent to Council.

**PROPERTY DETAILS**


**Assessment No:** A6927 **Location:** SIMS LANE HOMEBUSH VIC 3465  
**OWNER(S) AS PER RATE BOOK:** KL NOLAN  
**Property Description:** 2 Land Parcels  
**Lot CA 45 Sec 3 T/HOMEBUSH, Lot CA 48 Sec 3 T/HOMEBUSH**  
**Area (Ha):** 3.1400

**PROPERTY VALUATIONS**


<b>Land Valuation Date:</b>	01/01/2023	<b>Operative Date of Valuation:</b>	01/07/2023
<b>Site Value:</b>	\$120,000	<b>Capital Improved Value:</b>	\$120,000
<b>Net Annual Value:</b>	\$6,000		

**Statement of Rates and Charges for YEAR ENDING 30 JUNE 2024**

Description	Amount
RATES – VACANT LAND BETWEEN 2 & 40HA @ 0.4883% of CIV	\$ 585.93 DR
WASTE CHARGE	\$ 100.00 DR
FIRE SERVICES PROPERTY LEVY – RESIDENTIAL FIXED RATE	\$ 125.00 DR
FIRE SERVICES PROPERTY LEVY – RESIDENTIAL VARIABLE RATE	\$ 5.52 DR
<b>TOTAL CURRENT LEVIED</b>	<b>\$ 816.45 DR</b>
ARREARS (AS AT 30 <sup>TH</sup> JUNE)	\$ 0.00 DR
LEGAL COSTS	\$ 0.00 DR
INTEREST	\$ 0.00 DR
FSPL INTEREST	\$ 0.00 DR
PAYMENTS MADE	\$ 816.45 CR
GOVERNMENT REBATES	\$ 0.00 CR
<b>DEBTORS BALANCE</b>	<b>\$ 0.00 DR</b>
<b>PROPERTY BALANCE (INCLUDING DEBTORS BALANCE) DUE BY 15<sup>th</sup> FEBRUARY 2024</b>	<b>\$ 0.00 DR</b>



**Bill Code:** 35071  
**Ref:** 1000069273



**Bill Pay Code:** 3207  
**Ref:** 1000069273



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**Land Information Certificate No:****Property Number:** A6927**Page:** 2**PLEASE NOTE:**

- In accordance with Section 175(1), Local Government Act 1989, the purchaser must pay all rates and charges outstanding at the time that person becomes the owner of the land.
- Any other monies due for this property are shown in the Other Information section below.
- If this Certificate shows any unpaid rates, please contact the Council Office for an update, prior to Settlement.
- Verbal confirmation or variations will only be given for a period of 60 days from the date of issue. However, Council will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 60 days.
- Amounts shown as paid on this Certificate may be subject to clearance by a Bank.
- Overdue amounts accrue interest on a daily basis.

**OTHER INFORMATION**

- There ARE NO notices or orders on the land that have been served by Council under the Local Government Act 1958, Local Government Act 1989, the Local Government Act 2020 or any other Act or Regulation, or under a Local Law of the Council, which have a continuing application at the date of the Certificate.
- There ARE NO monies owed for works under the Local Government Act 1989 or earlier act.
- There IS NO potential liability for rates under the Cultural and Recreational Lands Act 1963.
- There IS NO potential liability for the land to become rateable under Section 173, 174 or 174A of the Local Government Act 1989.
- There ARE NO outstanding amounts required to be paid, and/or transfers to be made to Council, for recreational purposes under Section 17 of the Subdivision of Land Act 1988 or the Local Government Act 1989 or earlier act.
- There ARE NO monies owed in relation to the land under Section 94(5) of the Electricity Industry Act 2000.
- There ARE NO monies owed under Section 119 of the Local Government Act 2020.
- There ARE NO monies owed for any environmental upgrade charge in relation to the land which is owed under Section 181C of the Local Government Act 1989.
- The land requested on the Property Enquiry Application is **not separately rated**. The property will be subject to a **Supplementary Valuation** after notification of change of ownership is received.

**IMPORTANT INFORMATION – DIFFERENTIAL RATING**

Potential ratepayers are advised that the PYRENEES SHIRE COUNCIL has in place a system of Differential Rating. The rate that exists on the property prior to purchase may change if the circumstances of the new ratepayer(s) are different after purchase.

Rating charges for the current rate year are set out as follows:

- |       |   |
|-------|---|
| (i)   | A <b>uniform general rate</b> of <b>0.212309</b> cents in the dollar on the <b>Capital Improved Value</b> of rateable land, levied on all properties except those on which differential rates are levied.   |
| (ii)  | A <b>differential general rate</b> of <b>0.552003</b> cents in the dollar on the <b>Capital Improved Value</b> of rateable land, levied on all properties which are classified as <b>Vacant Land less than 2 Ha</b> (except farmland).                |
| (iii) | A <b>differential general rate</b> of <b>0.488275</b> cents in the dollar on the <b>Capital Improved Value</b> of rateable land, levied on all properties which are classified as <b>Vacant Land Between 2 Ha and 40 Ha</b> (except farmland).        |
| (iv)  | A <b>differential general rate</b> of <b>0.329043</b> cents in the dollar on the <b>Capital Improved Value</b> of rateable land, levied on all properties which are classified as <b>Vacant Land Greater than 40 Ha</b> (except farmland).            |
| (v)   | A <b>differential general rate</b> of <b>0.244137</b> cents in the dollar on the <b>Capital Improved Value</b> of rateable land, levied on all properties which are classified as <b>Commercial</b> or <b>Industrial</b> .                            |
| (vi)  | A <b>differential general rate</b> of <b>0.142247</b> cents in the dollar on the <b>Capital Improved Value</b> of rateable land, levied on all properties which are classified as <b>Farms</b> (as defined by the Valuation of land Act 1960).        |
| (vii) | Those properties which have been classified as <b>Recreational and Cultural Land Act</b> properties shall receive a 50% rebate on the cents in the dollar on the <b>Capital Improved Value</b> , at the <b>uniform general rate</b> specified in (i). |

If you are not certain of the rate classification category, please contact the Shire Office.

I hereby certify that, as at the date of issue, the Information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the PYRENEES SHIRE COUNCIL, together with any Notices pursuant to the Local Government Act 1989, the Local Government Act 2020, Local Laws or any other legislation.

I acknowledge having received the sum of \$ 28.94 being the fee for this certificate.

Daniel Blackbourne – Revenue Officer

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Authorised Officer