

Contract of Sale of Land

Property address: 17 McCurdy Road HERNE HILL VIC 3218

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, Sale of Land Act 1962

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

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

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

Exceptions

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

- you bought the property at or within 3 clear business days before or after a publicly advertised auction; 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”

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

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

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

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

The deposit moneys paid by the purchaser before the registration of the plan under an off-the-plan contract must be paid to the legal practitioner, conveyancer or licensed estate agent acting for the vendor.

Section 10F, Sale of Land Act 1962

If the period prescribed for the registration of the subdivision expires and the vendor intends to end this contract:

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

Signing of this contract

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*; 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 an 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 dd/mm/yyyy	
Print name(s) of person(s) signing	
State nature of authority if applicable e.g. 'director', 'attorney under power of attorney'	

This offer will lapse unless accepted within [10] clear business days (3 clear business days if none specified).

Signed by the vendor	
on dd/mm/yyyy	
Print name(s) of person(s) signing	Christopher Glen Freeman
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.

Particulars of sale

Vendor's estate agent

Name:	Real Estate Geelong Pty Ltd
Address:	52 North Valley Rd HIGHTON VIC 3216
Telephone:	0419 315 727
Ref:	Wes Thornton
Email:	west@reggroup.au

Vendor

Name(s):	Christopher Glen Freeman
Address:	2 Scenic Road HIGHTON VIC 3216

Vendor's legal practitioner or conveyancer

Name:	Bay City Conveyancing
Address:	13 Star Street Geelong
Telephone:	03 5221 9805
Email:	toni@bayconvey.com.au

Purchaser

Name(s):	
Address:	
Telephone:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Email:	

Land (general conditions 7 and 13)

The land is described in the following table. The land includes all improvements and fixtures.

Certificate of Title reference				being lot	on plan
Volume	11183	Folio	482	1	PS622282

Property address
The address of the land

17 McCurdy Road HERNE HILL VIC 3218

Goods sold with the land
General condition 6.3(f). List or
attach schedule.

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

Payment

Price

Deposit

by
dd/mm/yyyy

(of which [amount] has been paid)

Balance payable at settlement

GST (general condition 19)

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

Not applicable

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

Not applicable

Settlement (general condition 17 and 26.2)

Is due on:
dd/mm/yyyy

Subject to Special Condition 6

Lease (general condition 5.1)

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

Not applicable

Terms contract (general condition 30)

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 30 and add any further provisions by way of special conditions.

Loan (general condition 20)

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

- ☐ **Deposit bond** - General condition 15 applies only if the box is checked
- ☐ **Bank guarantee** - General condition 16 applies only if the box is checked
- ☐ **Building report** - General condition 21 applies only if the box is checked
- ☐ **Pest report** - General condition 22 applies only if the box is checked

Contract of Sale of Land—Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

Special Condition 1 - Auction

This condition applies only if the property is sold by way of auction.

The property is offered for sale by auction, subject to the vendor's reserve price. The Rules of the conduct of the auction will be as set out in the **Sale of Land (Public Auctions) Regulations 2024**, or any rules prescribed by regulation which modify or replace those Rules.

Special Condition 2 - Certain General Conditions Excluded or Varied

- (a) General Conditions 12, 14.3 and 31.4 to 31.6 inclusive do not apply to this contract.
- (b) Sub-clause 34.3 is added:
"34.3 If a default notice is served, the default shall be deemed remedied only when the provisions of sub-clause 34.2(b)(i) and 34.2(b)(ii) have each been satisfied."
- (c) General Conditions 14.7 (a) shall apply only if the vendor has an Estate Agent specified in the particulars of sale.
- (d) The numeral 14 where it appears in General Condition sub clause 21.2 and General Condition sub clause 22.2 is replaced with the numeral 7.
- (e) For the purposes of general conditions 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- (f) General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.
- (g) General Condition 19.3 is amended by inserting ", unless the margin scheme applies" after the second occurrence of the word "purchaser".

Special Condition 3 – Agreement by the Purchaser

The property is sold with all improvements thereon and forming part thereof and existing at the day of sale. The purchaser acknowledges and agrees that:

- (a) The purchaser has inspected the property and is purchasing it in its present state of repair and condition and subject to any defects with regard to its construction, condition, position, any infestations and dilapidation, or state of repair at the day of sale, and that the vendor is under no liability or obligation to the purchaser to carry out any improvements, alterations, repairs or other work to the property.
- (b) the vendor has not by themselves or through their agents, servants or employees made any representation as to fitness of the property for any particular purpose or otherwise.
- (c) The property may contain asbestos or other hazardous materials having regard to its age and state of repair.
- (d) They have read and understood the included Due diligence checklist and that the matters set out in the Due diligence checklist are treated as disclosure by the vendor of matters which may exist and as matters that should be investigated by the purchaser.
- (e) They must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The purchasers must satisfy themselves as to the use of the property and all consents required for such use for the purchaser's purposes. The purchaser may not delay settlement nor make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.

Special Condition 4 – Waiver or Breach

No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the vendor. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

Special Condition 5 - Guarantee

- (a) If the purchaser or any nominee is a proprietary limited company ("corporation"), the purchaser will procure the execution of the attached guarantee by each of the directors of the corporation at the time of signing of this contract by the purchaser or nomination;
- (b) If any director of the corporation does not sign the attached guarantee at the time of signing by of this contract or nomination by the purchaser, a director subsequently requested to execute the attached guarantee must do so within seven days of the request;
- (c) If any person required to execute the guarantee fails to do so, the vendor may rescind this contract by written notice to the purchaser. Time will be of the essence of this special condition.

Special Condition 6 – Dates for Performance Holiday Season

The parties agree as fundamental terms of this contract to the following in precedence over any provision of this contract including the particulars of sale:

- (a) Any special condition date, loan approval date, or general condition date performance for which falls on or between 22 December 2025 and 11 January 2026 is varied to 12 January 2026;
- (b) Any settlement date which falls on between 22 December 2025 and 15 January 2026 is varied to 16 January 2026.

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may 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.

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

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

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

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

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

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

- (a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgment network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

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

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

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

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

19.5 If the particulars of sale specify that the supply made under this contract is a ‘going concern’:

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

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

19.7 In this general condition:

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

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

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

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential

residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director /		ACN	
Directors of			

(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		
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In the presence of Director(Sign)

Witness	
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SIGNED SEALED AND DELIVERED by the said

Print Name		
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In the presence of Director(Sign)

Witness	
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BAY CITY CONVEYANCING

Our Reference: Toni Blackwell

NOTIFICATION PURSUANT TO THE TAX ADMINISTRATION ACT 1953 (“Notification”)

This Notification is pursuant to Section 14-250 of Schedule 1 of the *Tax Administration Act 1953* (“TAA”) and its terms are provisions of the attached contract. This information is provided solely for the purpose of complying with the withholding provisions required by the TAA.

You are not required to withhold and direct funds to the Commission of Taxation at settlement of the sale of this property because:

The supply is not a supply of “New Residential Premises / Potential Residential Land” as defined by Section 40-75 of the A New Tax System (Goods & Services Tax) Act 1999 and further refined by Section 14-250(2) of the TAA.

VENDOR’S STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

Copyright Bay City Conveyancing 13 Star Street Geelong 3220

VENDOR: Christopher Glen Freeman
PROPERTY: 17 McCurdy Road HERNE HILL

DATE OF THIS STATEMENT: the 20th day of October 2025

Signature of the vendor:

Signed by:

.....
9DB8DB97F0F8432
Christopher Glen Freeman

The purchasers acknowledge being given a duplicate of this statement by the vendor before the purchasers signed any contract.

DATE OF THIS ACKNOWLEDGEMENT: the day of

Signatures of the purchaser:

.....

DUE DILIGENCE CHECKLIST

A copy of the Due Diligence Checklist as prescribed and current as at the date of preparation of this statement is included for convenience.

**VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962**

17 McCurdy Road HERNE HILL

TITLE

Attached is a copy of the **Register Search Statement** including any plan of subdivision and covenant where applicable.

RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the property (registered or unregistered and subject to any in favour of the local water authority Barwon Region Water full particulars of which may be obtained therefrom) are as set out in the attached copies of title documents and sewer plan including easement implied to the area within one metre of any sewer main shown on the plan and any easement in respect of any drainage pipes.

There is no failure to comply with their terms to the vendors knowledge.

PLANNING

Planning Scheme information applying to the land is contained in the attached Property Report. In addition to the authority listed as responsible for the planning scheme on the Property Report, the Minister for Planning is the responsible authority and planning authority for certain large scale developments within certain parts of Victoria and other areas as set out herein: <https://www.planning.vic.gov.au/guides-and-resources/legislation-regulation-and-fees/the-role-of-the-minister>

BUSHFIRE

If the land is in a designated bushfire prone area details are in the attached Property Report.

BUILDING APPROVALS

No building permit has been issued in the past seven years to the vendors knowledge.

The purchaser acknowledges that no building approval was obtained for the works set out in the attached report pursuant to Section 137B of the Building Act ("the works") and will not call upon the vendor to obtain any building approval for the works. The purchaser agrees that the warranty in General Condition 6.6(c) is read in the context that the works were not carried out in accordance with all laws and legal requirements so far as any building approval was required.

INSURANCE PURSUANT TO SECTION 137B OF THE BUILDING ACT 1993

Not applicable.

SERVICES – The following services are connected to the land unless the word **NO** appears–

Service	
Electricity	
Gas	
Water	
Sewerage	
Telephone	NO

OUTGOINGS & STATUTORY CHARGES

The amount of any rates, taxes, charges or other similar outgoings affecting the land including any unpaid interest payable on any part of those rates, taxes, charges or outgoings including any rates, taxes, charges or outgoings for which the purchaser may become liable in consequence of the sale other than Owners Corporation fees where applicable otherwise detailed herein do not exceed \$5,000.00 plus any land tax in the ownership of the purchaser. Land tax is not adjustable between the parties in the year of settlement, and the liability for land tax for the year of settlement remains with the vendor. The purchaser may incur a land tax liability in the ownership of the purchaser depending on the circumstances of the purchaser.

Tax Reform Scheme Land

- (a) The land is **NOT** tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024;
- (b) the AVPCC most recently allocated to the land: **110**
- (c) if the land is tax reform scheme land, its entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024: **Not applicable**

NOTICES

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 or 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 and including any notice under section 6 of the Land Acquisition & Compensation Act 1986) are as follows:

There are none to the vendor's knowledge save as detailed herein or attached, but the vendor has no means of knowing of all the decisions of public authorities or government departments affecting the property unless communicated to the vendor.

**Prepared by Bay City Conveyancing
Section 32 Statement Attachments Follow**

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.

Register Search Statement - Volume 11183 Folio 482

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

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

VOLUME 11183 FOLIO 482

Security no : 124129120814S
Produced 19/10/2025 01:21 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 622282T.
PARENT TITLE Volume 10797 Folio 748
Created by instrument PS622282T 22/01/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CHRISTOPHER GLEN FREEMAN of 12/82-92 GHERINGHAP STREET GEELONG VIC 3220
AH109888K 22/03/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH109889H 22/03/2010
ING BANK (AUSTRALIA) LTD

COVENANT 2064014

COVENANT PS622282T 22/01/2010

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

DIAGRAM LOCATION

SEE PS622282T 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: 17 MCCURDY ROAD HERNE HILL VIC 3218

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 19/10/2025, for Order Number 89344049. Your reference: 25-1044.

261/173

4441813

W. and W. HIGGINS
GEE LONG, VICTORIA.

2064014

MICROFILMED

Transfer of Land.



1122
LODGED
14 APR 1947
O.O.T.

MELROSE PROPRIETARY LIMITED of 100 Queen Street Melbourne -- --

being registered as the Proprietor of an estate in fee-simple in the land hereinafter

described, subject to the encumbrances notified hereunder, in consideration of

the sum of ONE HUNDRED AND FIFTY POUNDS paid to it by VICTOR --

MOLONEY of 3 Douglas Street Geelong West Laborer -- -- --

DOTH HEREBY TRANSFER to the said VICTOR MOLONEY And the said Victor Moloney doth hereby for himself his heirs executors administrators and transferees covenant with the said Melrose Proprietary Limited and its transferees the registered proprietor or proprietors for the time being of the land now comprised in the Certificate of Title hereunder mentioned other than the land hereby transferred that he or they will not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay -- ~~DO NOT HEREBY TRANSFER to the said VICTOR MOLONEY~~ -- -- -- stone gravel or sand from the said land hereby transferred except for the purpose of excavating for the foundations of any building or buildings to be erected thereon.

All its -- estate and interest in ALL THOSE pieces of land being Lots 1, 2, 3, 70, 71 and 72 on Plan of Subdivision Number 13088 lodged in the Office of Titles and being parts of Crown Portion Five -- Section Thirteen at Herne Hill Parish of Moorpanyal County of -- Grant and being part of the land comprised in Certificate of Title entered in the Register Book Volume 5868 Folio 1173579.

DATED the twentieth day of December One thousand nine hundred and forty six.

THE COMMON SEAL of MELROSE PROPRIETARY LIMITED was hereto affixed in the -- presence of:

Q. G. Luck Director.

V. H. Alexander Secretary.

SIGNED by the said VICTOR MOLONEY in Victoria in the presence of:

R. Grice
W. & W. HIGGINS
SOLICITORS, GEE LONG.

ENCUMBRANCES REFERRED TO.

As to the land colored blue -- THE EASEMENTS (if any) existing over the same by virtue of Section 212 of the Transfer of Land Act 1928. And the said Victor Moloney doth hereby for himself his heirs executors administrators and transferees covenant with the said Melrose Proprietary Limited and its transferees the registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title other than the land hereby transferred that he or they will not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel or sand from the said land hereby transferred except for the purpose of excavating for the foundations of any building or buildings to be erected thereon.



IMAGED

I, the within named VICTOR MOLONEY do hereby declare that the transaction to which the within written instrument relates is not in contravention of any provision of the National Security (Land Transfer) Regulations AND that the said instrument has not been executed in contravention of the said Regulations.

SIGNED by the said VICTOR MOLONEY in
Victoria in the presence of:

Victor Moloney

H. Norman Higgins
Solicitor
Geelong

W. & W. HIGGINS,
SOLICITORS,
GEELONG.
List & Sons, Print.

Transfer.

VICTOR MOLONEY

to

MELROSE PROPRIETARY LIMITED

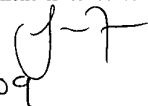
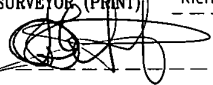
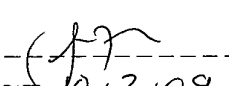
[Freehold]
Dated *20:12:1946*.

MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OF SYMBOL THEREON
TRANSFER AS TO PART	THE <i>14th</i> DAY OF <i>April 1947</i>	TO <i>Victor Moloney</i> <i>J. E. W. Tardor</i>	<i>2064014</i>

ASSISTANT REGISTRAR OF TITLES
I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME
LAST ABOVE MENTIONED IN THE REGISTER BOOK VOL. *5868* FOL. *1173579*
J. E. W. Tardor
ASSISTANT REGISTRAR OF TITLES

PS622282T

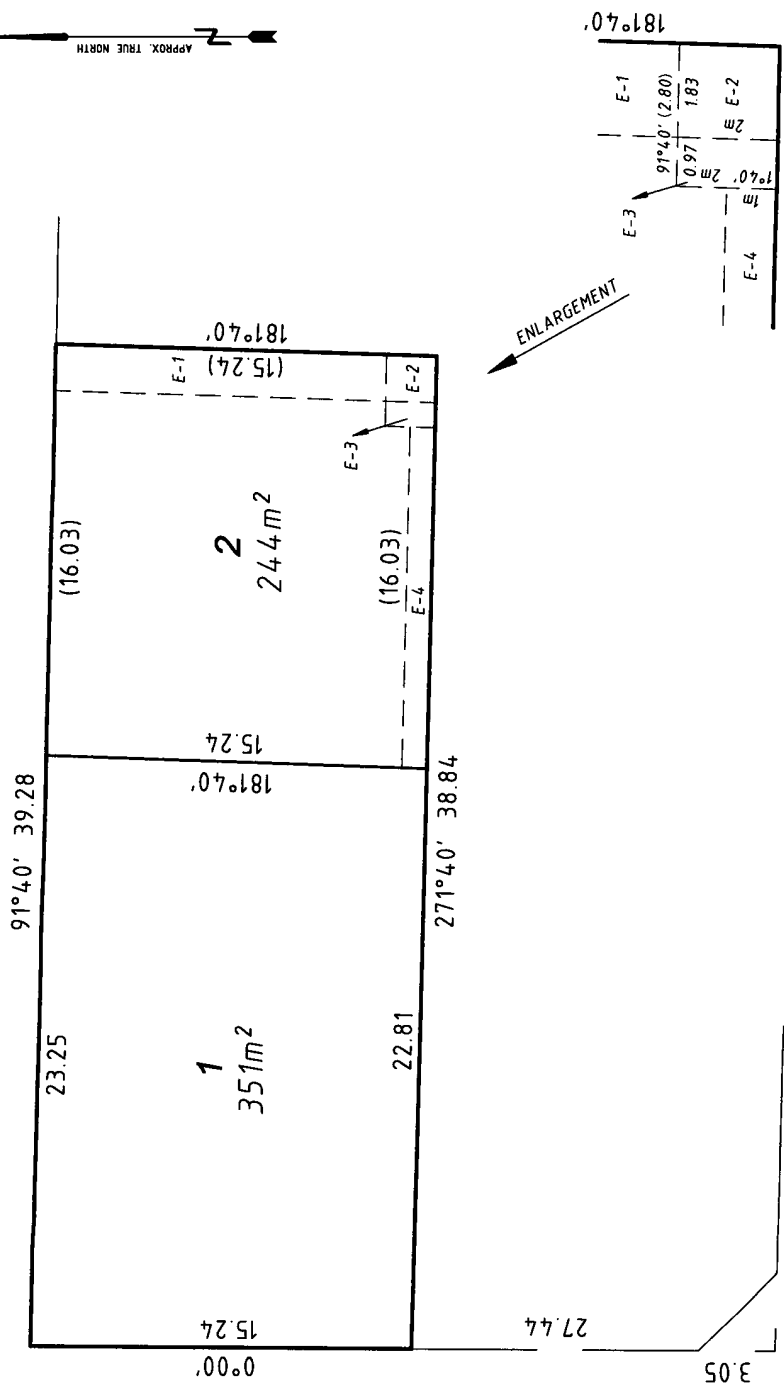
PLAN OF SUBDIVISION		Stage No. 	LR use only EDITION 1	1 	1 	19/10/2010 \$593.40 PS 
Location of Land Parish: MOORPANYAL Township: - Section: 13 Crown Allotment: _____ Crown Portion: 5 (PT) Title References: Vol.10797 Fol.748 Last Plan Reference: LOT 1 ON TP550536Y Postal Address: 17 McCURDY ROAD, (at time of subdivision) HERNE HILL, 3218 MGA Co-ordinates E 265 110 Zone 55 (of approx. centre of land in plan) N 5 776 330			Council Certification and Endorsement Council Name: CITY OF GREATER GEELONG Ref: 8612 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate  Council Seal Date 10/2/09 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /			
Vesting of Roads or Reserves						
Identifier	Council/Body/Person					
NIL	NIL		Notations			
			Staging This is / is not a staged subdivision Planning Permit No. 690/2008 Depth Limitation DOES NOT APPLY			
CREATION OF RESTRICTION- On the registration of this plan the following restriction is created. The registered proprietor(s) of lots 1 & 2 on this plan of subdivision shall be limited in any building or development on lots 1 & 2 to being in accordance with planning permit No. 690/2008 or any subsequent permit issued by the responsible authority. LAND TO BE BURDENED: Lots 1 & 2 on PS622282T LAND TO BENEFIT: All lots on PS622282T						
Survey:- This plan is / is not based on survey. This survey has been connected to permanent marks no(s) _____ In Proclaimed Survey Area no. _____						
Easement Information					LR use only	
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)					Statement of Compliance / Exemption Statement Received ☒ Date 19 / 1 / 10	
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LOTS ON THIS PLAN.						
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
E-1, E-2 E-2 E-3 E-4	DRAINAGE SEWERAGE DRAINAGE SEWERAGE	1.83 1.83 0.97 1m	LP13088 THIS PLAN THIS PLAN THIS PLAN	LOTS ON LP13088 BARWON REGION WATER AUTHORITY BARWON REGION WATER AUTHORITY LOT 1 ON THIS PLAN		
					LR use only PLAN REGISTERED TIME 4:15pm DATE 22 / 1 / 10 Allan Cantsilieris Assistant Registrar of Titles Sheet 1 of 2 Sheets	
 all general surveying pty. ltd. 18-30 Point Henry Road, Moolap, 3221 Ph.(03)52482228, Fax(03)52482203, Mob.0438419833 eGeelong eWerrilbee ACN.109525244			LICENSED SURVEYOR (PRINT) RICHARD DAVID HOCKLEY SIGNATURE  DATE 03/02/09 REF 0483-10 VERSION 6		 DATE 10/2/09 COUNCIL DELEGATE SIGNATURE Original sheet size A3	

PLAN OF SUBDIVISION

Stage No. /

Plan Number
PS 622282T

RIX STREET



McCURDY ROAD

MATLOCK STREET



ORIGINAL
SCALE 1:200
SHEET SIZE A3

SCALE
2 0 2 4 6 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) RICHARD DAVID HOCKLEY
SIGNATURE [Signature]
DATE 03/02/09
REF 04-83-10
VERSION 6

Sheet 2 of 2 Sheets
DATE 10/2/09
COUNCIL DELEGATE SIGNATURE [Signature]
Original sheet size A3

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 29 September 2025 03:30 PM

PROPERTY DETAILS

Address: **17 MCCURDY ROAD HERNE HILL 3218**
 Lot and Plan Number: **Lot 1 P5622282**
 Standard Parcel Identifier (SPI): **1\P5622282**
 Local Government Area (Council): **GREATER GEELONG**
 Council Property Number: **342006**
 Planning Scheme: **Greater Geelong**
 Directory Reference: **Melway 441 C11**

www.geelongaustralia.com.au

[Planning Scheme - Greater Geelong](#)

UTILITIES

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

STATE ELECTORATES

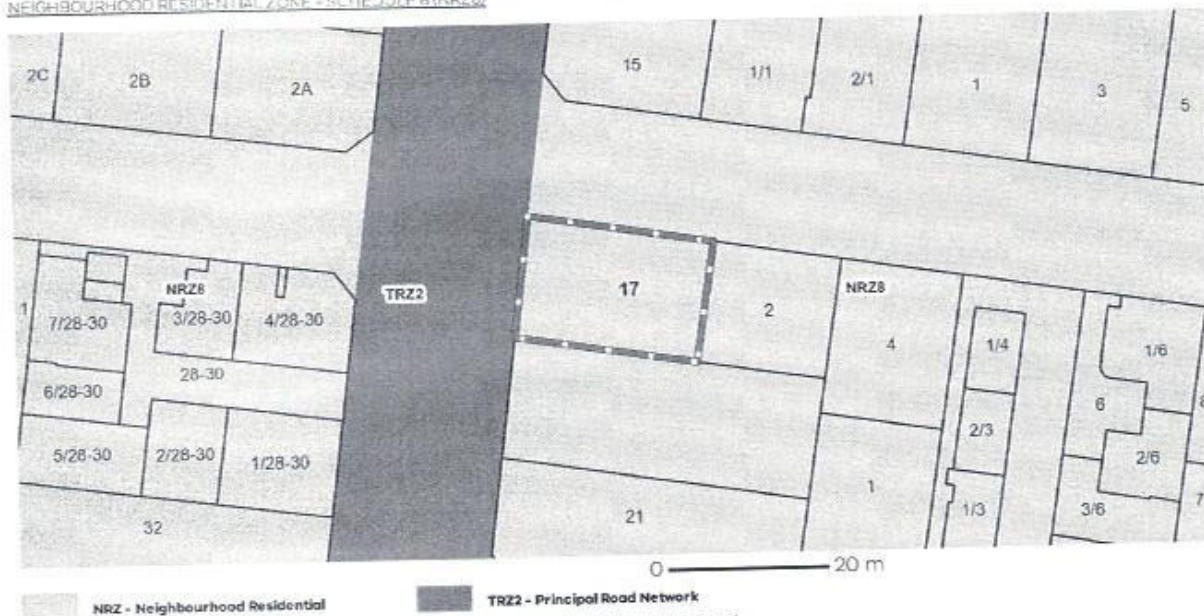
Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **GEELONG**
 OTHER
 Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 8 (NRZ8)



NRZ - Neighbourhood Residential

TRZ2 - Principal Road Network

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

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1992 (Vic).

PLANNING PROPERTY REPORT: 17 MCCURDY ROAD HERNE HILL 3218

Page 1 of 3

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Planning Overlay

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 14 (DDO14)



DDO - Design and Development Overlay

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

Further Planning Information

Planning scheme data last updated on 25 September 2025.

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.vic.gov.au/vicplan/>

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

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PLANNING PROPERTY REPORT: 19 MCCURDY ROAD, HERNE HILL 328

Page 2 of 3

PLANNING PROPERTY REPORT



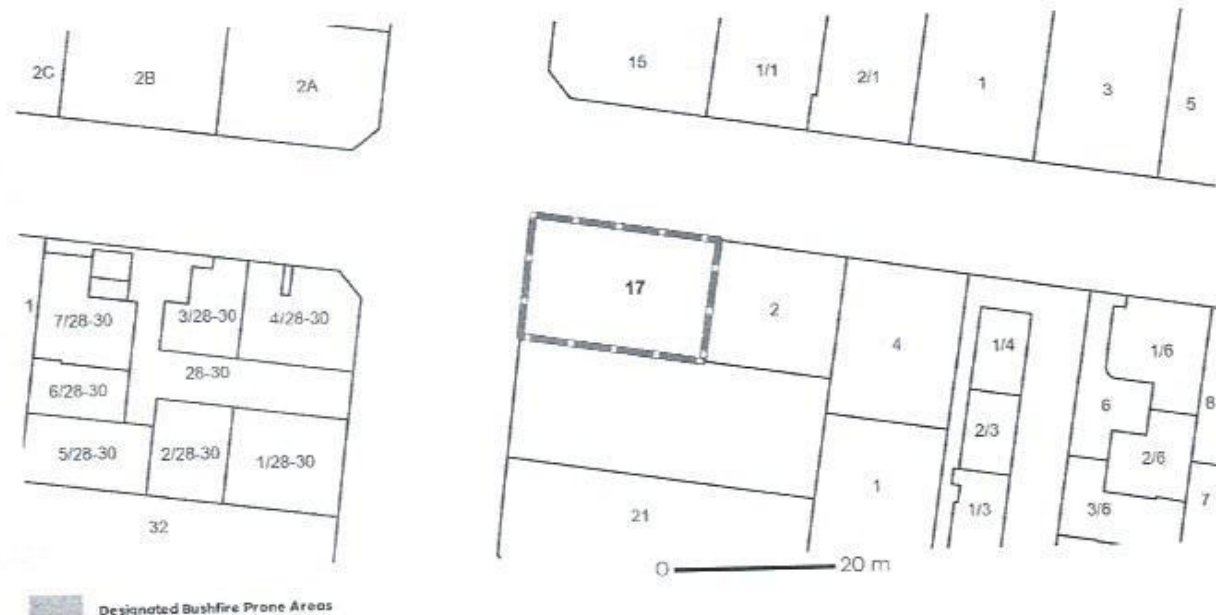
Department
of Transport
and Planning

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. 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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

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

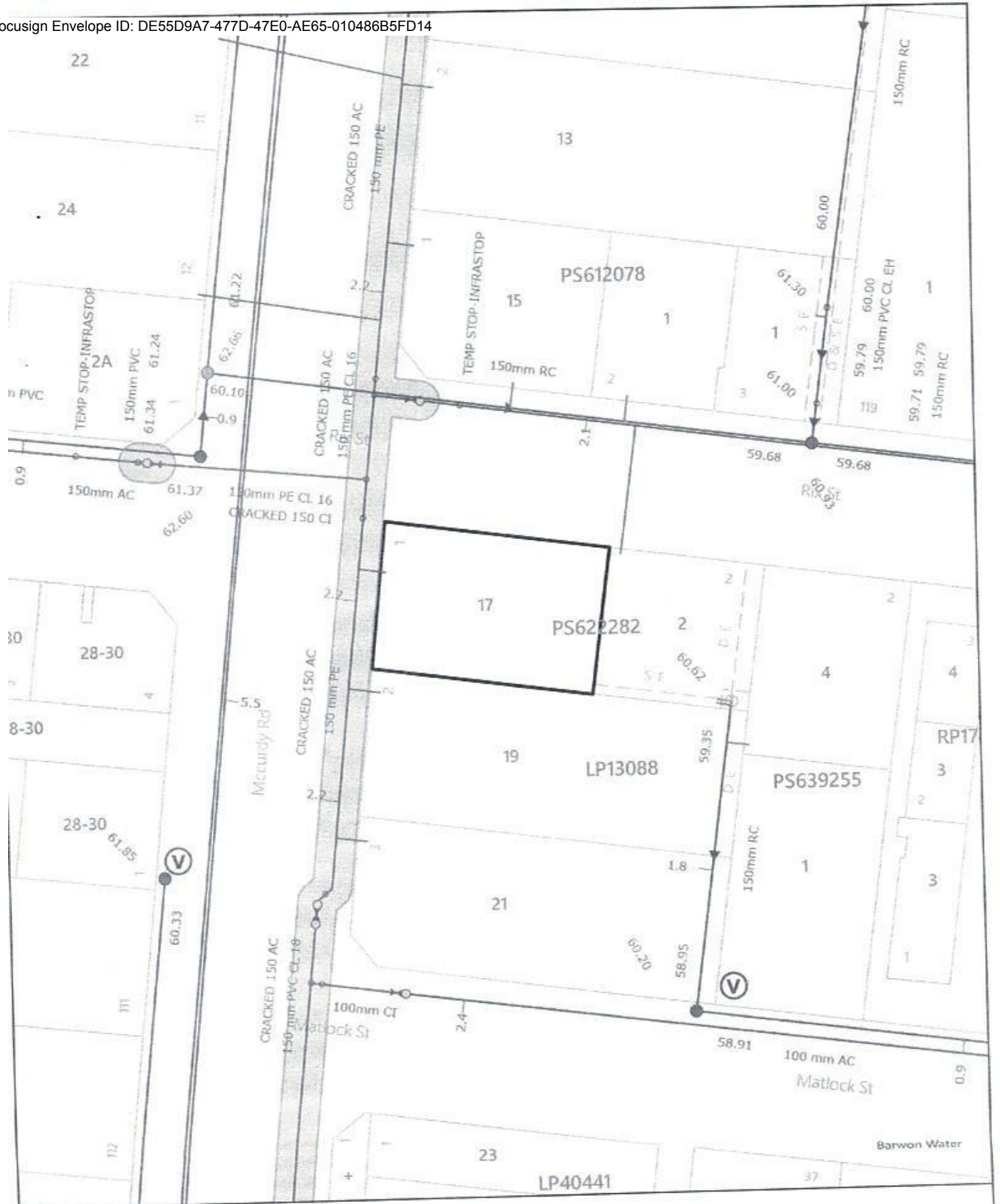
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PLANNING PROPERTY REPORT: 11 MCCURDY ROAD HERNE HILL 3918

Page 3 of 3



Barwon Water

Lot 17 MCCURDY RD HERNE HILL

Scale: 1:500

Created: 20/09/2025

Legend

Gravity Sewer	
Pressure Sewer	
Portable Water	
Barwon Water	



GEELONG WATERWORKS AND SEWERAGE TRUST

Sewerage Area No.

Detail Plan No. 206

Drainage Plan No. 11673

PLAN OF DRAINAGE

FOR

Mr. V. A. Maloney

494/43

MUNICIPALITY: Geelong West

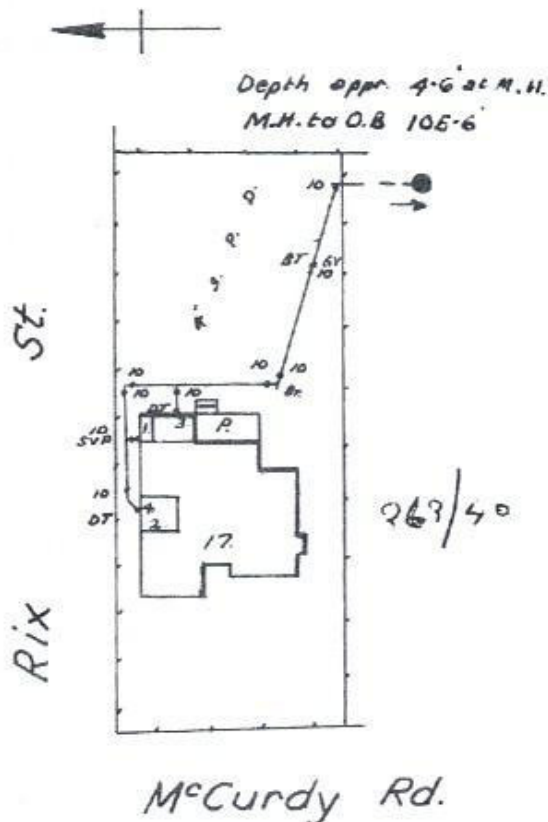
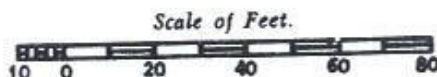
REFERENCE

5713

B.T. Boundary Trap
C.I.P. Cast Iron Pipe
D.T. Disconnector Trap
E.V. Educt Vent
G.D.T. Gully Disconnector Trap
G.I.T. Grease Interceptor Trap
G.S.T. Gully Silt Trap
G.T. Gully Trap

G.V. Ground Vent
G.W.I.P. Galv. Wrought Iron Pipe
I.C. Inspection Chamber
I.V. Induct Vent
I.O. Inspection Opening
R.V. Relief Vent
S.I.V.P. Soil Induct Vent Pipe
S.P.D. Stoneware Pipe Drain

S.T. Silt Trap
S.V. Sluice Valve
S.V. Stop Valve
S.V.P. Soil Vent Pipe
T.I.T. Triple Interceptor Trap
(See By-Law No. 97, G. W. & S. T.
General Conditions of Contract and
Uniform Building Regulations Victoria.)



FIXTURES

1. Closet.
2. Bath.
3. Troughs.
4. Basin.

Contractor to note Clause 5. Sub Clause 4.
General conditions of Contract.

F. Boyle

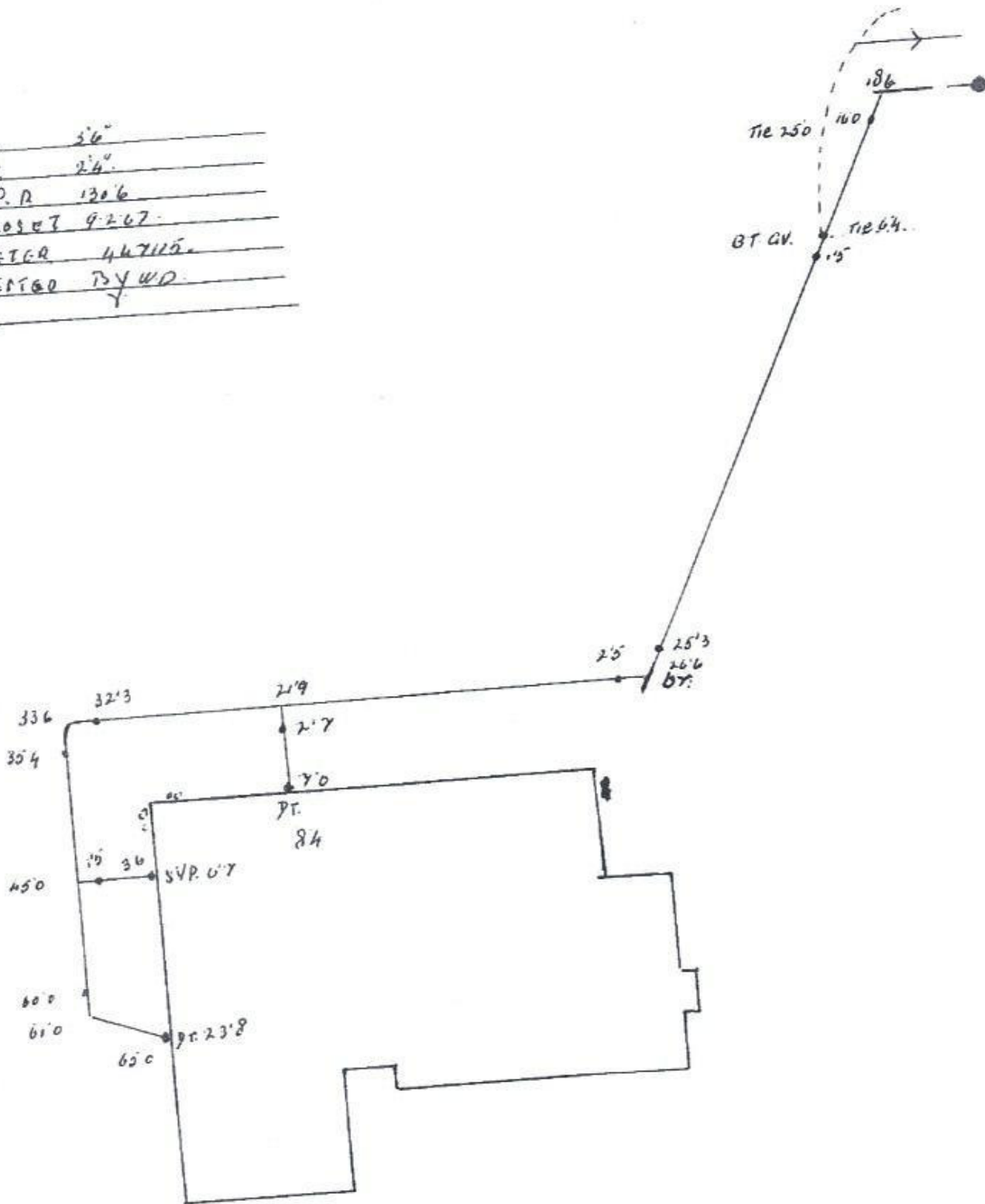
MR. ✓ A. MALONEY.

No. 11673.

S. 267.

17 MS Purdy Load. West Geology

B.O. 36"
B.I. 24"
S.P.A. 1306
PHOSPH 9267
METER 447125
TESTED BY WD



2025-26 RATES, VALUATION AND CHARGES NOTICE

C G Freeman
2 Scenic Road
HIGHTON VIC 3216

ABN 16 274 515 476
All funds are GST free.

RATE NO: 903151

PROPERTY: 17 McCurdy Road, HERNE HILL VIC 3218
351m2 Lot 1 PS 622882

AVPCC: 110 - Detached Dwelling

VALUATIONS	Site/land only \$360,000
Capital improved: land & building + improvements	\$480,000
Net annual	\$24,000
RATES AND CHARGES	
Residential Rate 0.00210278 x \$480,000	\$1,009.30
*Waste Management Charge	\$509.55
Sub Total	\$1,518.85

STATE GOVERNMENT EMERGENCY SERVICES AND VOLUNTEERS FUND

Classification: Residential	\$83.00
Residential Variable 0.000173 x \$480,000	\$136.00
Residential Fixed	\$219.00
Sub Total	\$219.00

Total Due **\$1,737.85**

ONE PAYMENT IN FULL **\$1,737.85**

Due by 15 February 2026

or pay by instalment

To become an instalment payer you must pay your first instalment in full by 30 September 2025, otherwise your balance will be due on 15 February 2026.

FIRST INSTALMENT	\$434.50 Due by 30 September 2025 <i>PAID 16/09/25</i>
SECOND INSTALMENT	\$434.45 Due by 30 November 2025
THIRD INSTALMENT	\$434.45 Due by 28 February 2026
FOURTH INSTALMENT	\$434.45 Due by 31 May 2026

Rating Period 1 July 2025 to 30 June 2026

Declared 1 July 2025

Valuation Level 1 January 2025

Operative 1 July 2025

Issue Date 12 August 2025

ONLINE OR BY PHONE

Online: www.geelongaustralia.com.au/rates

Phone: 1300 858 058 Ref: 903151

A payment processing fee of 0.5% per cent applies for payments by Visa and Mastercard.

BPAY

Bill Code: 87475

Ref: 1000 0963 1519

DIRECT DEBIT

Call 5372 5272 for an application form, or go to www.geelongaustralia.com.au

CENTREPAY

Go to services.australia.gov.au/centrepay for more information.

IN PERSON

Pay at any Australia Post outlet or visit us at Wairiki Nui 123-149 Market St, Geelong (w/ Carlo Shipping Centre Cox Bachus Marsh & Purnell Rd, or Deyellie 16 Wyndham St.

Payments after 04 August 2025 may not appear on this notice.

*The Waste Management Charge includes an Environmental Protection Agency (EPA) levy estimated at \$103.03

Full payment **\$1,737.85**

Post Billepay

*877 9031519

Or First Instalment \$434.50

Post Billepay

*877 9031519

Council Use

Barwon Region Water Corporation
ABN 66 348 316 514

Date of issue
27 February 2025

Tax Invoice/Statement

1300 656 007

www.barwonwater.vic.gov.au



678410-001 000121 (505) 0023
C G Freeman
2 Scenic Rd
HIGHTON, VIC 3216

Account number
61647216 12217031

Payment due
31 March 2025

Total amount due
\$ 195.68

Your account summary

Service Address: 17 MCCURDY RD HERNE HILL 3218

Previous balance	\$195.68 DR
Payments/adjustments	\$195.68 CR
Your balance	\$0.00
New charges	\$195.68 DR
Total	\$195.68 DR

Help reduce paper use and switch to our convenient e-Billing and get your bill delivered directly to your email inbox.

By registering your email with us, we can keep you updated about planned works or emergencies in your area.

Visit barwonwater.vic.gov.au/updatedetails to find out more.

Paid BPAY 5/03/25

If you have a Centrelink Pension or Health Care Card, or Department of Veterans Affairs Gold Card, you may be eligible for a discount. Contact us for details.

We're here to help you with your water bill

If you're concerned about being able to pay your water bill, we offer extra support and flexibility to suit your situation. We have numerous customer support options available and can tailor an option to suit your individual needs.

For more information, please call us on 1300 656 007 between 8 am and 6 pm, Monday to Friday.

We'll put you in touch with a specialist who'll deal with your enquiry promptly and sensitively.

Get in touch,
we're here to help.

www.barwonwater.vic.gov.au



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Sherspec Ballarat Pty Ltd

AFT The Venema Family Trust

T/A Sherlock Inspections
8 Valley Drive, Canadian, 3350

Owner Builder Inspection Report PREPARED FOR USE IN ASSESSING A PROPOSAL FOR WARRANTY INSURANCE TO BE ISSUED UNDER SECTION 137B (2)(a) OF THE BUILDING ACT 1993

1. INSPECTION DETAILS

Registered Practitioners Name: Rudolf Venema
Registered Practitioners Signature: 
Practitioners Registration Number: IN-L 38425
Phone: 0438 402 254 Email: sherspec.blr@gmail.com
Weather Conditions: Sunny / Dry
Date of Inspection: 9:30 AM, Tue, 7/10/2025
Date of Report: 7/10/2025

2. DETAILS OF OWNER BUILDER(S)

Name/S: Christopher Freeman
Contact Address:
TEL : 0437 125 792
Email: christopher.g.freeman@gmail.com

3. PROPERTY LOCATION

Address: 17 McCurdy Road, HERNE HILL
Municipal District: City of Greater Geelong

4. BUILDING APPROVAL DOCUMENTATION

Building permit number:	N/A	Were drawings available at the time of the inspection	N/A
Certificate of Final Inspection Date:	--	Were drawings stamped*	--

* Stamped by the relevant building surveyor that the drawings form part of the building permit.

SUMMARY OF RESIDENTIAL BUILDING WORKS

5. RESIDENTIAL BUILDING WORKS COVERED BY THIS REPORT (As reported by the owner/builder)

Internal renovations to the bathroom in an existing dwelling.
Including: washbasin, shower base, shower screen, toilet, splash back tiles, and floor covering.

Note: The wall & ceiling linings, door, windows, ceiling heat lamp/fan were not replaced and therefore are not included in this inspection report.



No other structures and/or works are covered on this report.

6. SITE

Side of Street: East

Property Falls To: Negligible fall

Front Door Faces: West

7. CONSTRUCTION DETAILS (of existing dwelling)

Footings	Strip footing & Stumps	Stumps	Undetermined
Floor	Timber	Wall Structure	Timber
Roof Shape	Pitched roof	Wall Lining (INT)	Plaster
Roof Frame	Timber	Wall Cladding (EXT)	Render
Roof Cladding	Cement tiles	Ceiling Lining	Plaster
Window Frames	Aluminium	No. Of Storeys	1

8. SERVICES / FACILITIES

No new services and facilities added to the relevant works (listed in section 5), as reported by the owner builder

Sewerage	Gas	Water
Hot Water System	Heating	Ducted Vac.
Intercom	Air Cond.	Smoke Alarms
Electricity	Security Alarm	Water Tank

Notes:

- Only services / facilities related to this report are listed, and any visual defects in the services / facilities that are covering in this report, are listed in the "DEFECTS IN THE RESIDENTIAL BUILDING WORKS" section below.
- The services / facilities are not tested.

9. DEFECTS IN THE RESIDENTIAL BUILDING WORKS (To the works cover by this report)

- The glass in the bathroom windows do not appear to have been upgraded to safety glass; The glass does not have decals to show it meets Australian Standards.
- The ceiling exhaust fans do not appear to have been upgraded to vent directly to the exterior of the dwelling.
- The bathroom door has not been upgraded to enable it to be removed while in the closed position in case emergency access is required. This is a requirement because there is a toilet in the bathroom and there is an obstruction (shower screen) within 1200 mm from the door hinges.
- Gaps in the grout between the shower tiles.

10. INACCESSIBLE AREAS AT THE TIME OF THE INSPECTION

Area/s*NOT Inspected and/or Area/s* to which REASONABLE ACCESS for Inspection was NOT AVAILABLE and the reason/s why. These include Area/s* in which Visual Inspection was Obstructed or Restricted:

~~The Roof void because:~~

The owner builder reported that no alterations were made to the roof space, therefor the roof space was not inspected

~~The Sub-floor because:~~

The owner builder reported that no alterations were made to the sub-floor space, therefor the sub-floor space was not inspected

The Interior because:

Floor coverings, fixtures, furniture, and stored goods.
Built in section, wall and ceiling lining.

~~The Exterior because:~~

The owner builder reported that no alterations were made to the exterior of the building, therefor the exterior was not inspected.

11. SECOND-HAND MATERIAL USED (As confirmed by owner builder & visually)

No second-hand material used to the inspector's knowledge or confirmed by the owner builder.

12. CONDITIONS & STATUS OF INCOMPLETE WORKS (To the works cover by this report)

No incomplete works sighted.

13. OTHER RELEVANT COMMENTS

- 1) The owner builder reported that no structural alterations were made to the dwelling.
- 2) Compliance certificates (including waterproofing certificate) not sighted.
- 3) This report is not a pre-purchase inspection report within the meaning of AS 4349.1. There may be other defects to works (e.g., heat lamp unit in the bathroom not working, etc..) reported to have not been carried out by the owner builder and therefore do not fall into the scope of this report. A pre-purchase inspection report to AS 4349.1 would be recommended.

14. CONDITIONS AND LIMITATIONS

This property report was obtained by visual means, where reasonable, clear and safe access was located and available. The level or standard of reasonable, clear and safe access is determined by the inspector at the time of the inspection.

This report has been prepared to the provision of section 137b of the Building Act 1993 and for the purpose of obtaining owner builder warranty insurance and MAY NOT be used for any other purpose.

This inspection report is for the client/s (as details in the "DETAILS OF OWNER BUILDER(S)" section in this report) only and may not be submitted to a third party without written permission from Sherlock Inspections.

This report is valid for a period of six (6) months from the date the report (see page 1)

This report is not a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, or by-law. This report is not or does not take place of a building permit. This report is incomplete without the attached building permit and certificate of final inspection, if a building permit was required for any relevant works covered on this report.

The report covers only the building works as nominated by the owner builder in section 5 of this report. Pre-existing works are not covered by this report. Some of the pre-existing works (that are not covered by this report) may not necessarily comply with current building regulations.

Any reference to the NCC (National Construction Code) and/or Australian Standards are extracts or part of the full regulation only.

BAL (bushfire attack level) assessments or BAL compliance is not included in this report.

This inspection report does not verify that the building or structure was constructed according to the plans, drawing or specifications.

This report is not a warranty or insurance policy against any problems developing with the building/s in the present or future.

No assessment of siting, compliance to energy ratings, testing of material, equipment, fitting, fixtures or appliances have been carried out. No pumps, motors, electrical equipment or any fixtures or plumbing fittings have been tested.

No excavations were made of soil or other material has been removed and no items of furniture or chattels have been moved to obtain the information for this report.

No investigation of insect attack by borer, termite or the like has been made.

There is no guarantee that all faults and or defects have been detailed in this report.

This report (in part or full) may not be copied without prior written permission from Sherlock Inspections.

15. Professional indemnity insurance certificate of currency available upon request.