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CONNECT CONVEYANCING

Contract of Sale



Connect Conveyancing | 5282 2567
16 Hicks Street, Lara, VIC 3212
kristen@connectcon.com.au

THIS FIRM HOLDS PROFFESIONAL INDEMNITY INSURANCE AGAINST CIVIL LIBERTY
ABN 53 764 469 358 | KRISTEN EVANS- LICENCE NO. 1077L

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CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 233 Byrne Road, Meredith VIC 3333

The vendor agrees to sell, and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.
The terms of this contract are contained in the:
* Particulars of sale; and
* Special conditions, if any; and
* General conditions -
in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –
- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:
- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER …… on …...../…... /20…...

Print name of person signing: ……

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

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

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

Print name of person signing **Denise Anne Jude**

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period Section 31
Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that your sign the contract if none of the exceptions listed below applies to you.
You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.
You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS The 3-day cooling-off period does not apply if:
- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

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Estate Agents (Contracts) Regulations 2008

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Elders Real Estate - Geelong
15/400 Pakington Street
Newtown VIC 3220

Tel: 5225 5000 Ref: Peter Lindeman Email: peter.lindeman@elders.com.au

VENDOR

Carmen Kathleen Powles
45 Robin Avenue
Norlane VIC 3214

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Connect Conveyancing
16 Hicks Street
Lara VIC 3212

Tel: 03 5282 2567 Ref: KE/26/3227 Email: kristen@connectcon.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: Ref: Email:

LAND (general conditions 7 & 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
0597/245		

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
233 Byrne Road, Meredith VIC 3333

GOODS SOLD WITH THE LAND

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

PAYMENT

Price

Deposit _____ by
(of which $ 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:

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

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

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GST WITHOLDING NOTICE

The purchaser is not required to make a GST withholding payment under section 1 4-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) in relation to this supply of land unless the words "GST WITHOLDING" appear in this box in which case the vendor will provide further details prior to settlement.

Unless the words "GST WITHOLDING" appear in the box this serves as written notice for the purposes of section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth).

SETTLEMENT (general condition 17)

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

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

LEASE (general condition 5.1)

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

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 23 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:

BUILDING REPORT

☐ General Condition 21 applies only if the box is checked (Please refer to special condition 1.2)

PEST REPORT

☐ General Condition 22 applies only if the box is checked (Please refer to special condition 1.3)

SPECIAL CONDITIONS

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

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

Special Conditions

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.)

1. Variation of General Conditions

1.1 General Condition 12 (Builder warranty insurance) is deleted;

1.2 Should General Condition 21 (Building report) apply to this contract, fourteen (14) days from the Day of Sale is amended to seven (7) days from the Day of Sale. And general condition 21.2 (a) is amended as follows: the words "major building defect" are replaced with "major structural defect".

1.3 Should General Condition 22 (Pest report) apply to this contract, fourteen (14) days from the Day of Sale is amended to seven (7) days from the Day of Sale.

1.4 If the Deposit is ten (10) percent of the Price, General Condition 35.4(a) (Default not remedied) replace the word "up" with the word "equal"; and

1.5 If the Deposit is more than ten (10) percent of the Price, General Condition 35.4(a) (Default not remedied) is replaced with "35.4(a) The deposit paid under this Contract (the amount which the Purchaser considers reasonable for this transaction) is forfeited to the Vendor as the Vendor's absolute property, without

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limitation to any other remedy or General Condition 35.4(c), the parties consider the amount represents a reasonable pre-estimate of the Vendor's entitlement for damages for breach of an essential term of this Contract".

2. No claim for compensation

2.1 The purchaser:

(a) accepts the property:

i. with all existing and future planning, environmental and building controls or regulations and approvals (or any lack of approvals); and,

ii. (together with any chattel which passes with the sale) in its present condition and state of repair with all defects latent and patent; and,

iii. as it is, including, without limitation, any lack of compliance with any building or environmental regulation, any control or requirement or permit (or any requirement to apply for a permit) or approval (or refusal of approval) or any chattel warranty user manual.

(b) acknowledges that:

i. the decision to purchase the property was based solely on the purchasers' own investigations; and,

ii. no representations were made by, or on behalf of, the vendor as to the condition of the property or whether any chattel passing with the property functions properly or functions at all;

iii. the vendor will not be called upon to effect any repair whatsoever to the land or the property or to any chattel which passes with the land or property;

2.2 The Purchaser fully indemnifies the vendor, its agents and its legal practitioner against any claims or demands which may be made against any or all of them in relation to any and all representations in relation to, or in any way affecting the subject matter of this contract.

3. Entire agreement between parties

This contract embodies the entire understanding and agreement between the parties as to the subject matter of this contract; and all previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting the subject matter of this contract are merged in and superseded by this contract and are of no force or effect whatsoever and no party is liable to any other party in respect of those matters.

4. Adjustments

The Purchaser must provide the statement of adjustments to the Vendor's Legal Practitioner no less than five (5) days prior to Settlement. If the Vendor settles this Contract after the Settlement Due Date as a result of the Purchaser's failure to comply with this Special Condition 4, the Purchaser acknowledges it is in default in payment of the Balance from the Settlement Due Date until the Settlement Date.

5. Digital Duties form

The Purchaser must accept and complete the digital duties form provided by the Vendor's Legal Practitioner no less than seven (7) days prior to Settlement. If the Vendor settles this Contract after the Settlement Due Date as a result of the Purchaser's failure to comply with this Special Condition 5, the Purchaser acknowledges it is in default in payment of the Balance from the Settlement Due Date until the Settlement Date.

6. Swimming Pool

If the property includes a swimming pool that requires the provision of suitable barriers or fencing (as defined by Part 9 of the Building Regulations 2018) the parties hereby mutually agree that the purchaser will comply with the regulations and pay the cost of such compliance and shall not call upon the vendor pay for or arrange compliance prior to settlement. The purchaser will indemnify and keep indemnified the vendor against any non-compliance with the regulations.

7. Reduced Deposit

7.1 This Special Condition is only applicable where a full 10% deposit (i.e 10% of the sale price) has not been paid.

7.2 The Purchaser acknowledges and understands that the Vendor would normally require payment of a deposit equal to ten per cent (10%) of the sale price.

7.3 The Purchaser further acknowledges and understands that the Vendor has accepted a reduced deposit on the basis that if the Purchaser is in default of the Contract at any time, the Purchaser, must pay to the Vendor an additional amount equal to the difference between the Deposit and the amount representing 10% immediately upon demand by the Vendor.

7.4 If the Purchaser fails to pay the additional amount on demand by the Vendor, the Vendor may recover the additional amount from the Purchaser as a debt.

8. Office Closure

The parties agree no settlement will take place between 23 December 2026 and 10 January 2027. Should a settlement date be entered during this time it will be amended to the next available date outside of the office closure period.

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General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

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.

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

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

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

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

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

18.7 The parties must do everything reasonably necessary to effect settlement:
(a) electronically on the next business day, or
(b) at the option of either party, otherwise than electronically as soon as possible –
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:
(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

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

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

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

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
(a) the parties agree that this contract is for the supply of a going concern; and
(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

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

20. LOAN

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

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

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

21. BUILDING REPORT

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

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
(b) gives the vendor a copy of the report and a written notice ending this contract; and
(c) is not then in default.

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

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

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

22. PEST REPORT

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
(b) gives the vendor a copy of the report and a written notice ending this contract; and
(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

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

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

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
(a) the settlement is conducted through an electronic lodgement network; and
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

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

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

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

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
(a) settlement is conducted through an electronic lodgement network; and
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
(a) so agreed by the vendor in writing; and
(b) the settlement is not conducted through an electronic lodgement network.
However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:
(a) decide if an amount is required to be paid or the quantum of it, or
(b) comply with the purchaser's obligation to pay the amount,
in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

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

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

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.

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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.

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GUARANTEE and INDEMNITY

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

and .....of.....

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

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

(c) by time given to the Purchaser for any such payment performance or observance;

(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

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

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

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

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Due Diligence Checklist

Consumer Affairs Victoria

What you need to know before buying a residential property

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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 **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.

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Consumer Affairs Victoria

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

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

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

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

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

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

Are any recent building or renovation works covered by insurance?
Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services
Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?
Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

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

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SECTION 32 STATEMENT

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

Vendor:	Carmen Kathleen Powles
Property:	233 Byrne Road, Meredith 3333

VENDORS REPRESENTATIVE

Connect Conveyancing
16 Hicks Street, Lara 3212

Tel: 03 5282 2567
kristen@connectcon.com.au

Ref: KE/26/3227

Docusign Envelope ID: 5AED9852-B664-81DE-8311-2EDADBB92AE5

SECTION 32 STATEMENT
233 Byrne Road, Meredith 3333

32A FINANCIAL MATTERS

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

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

Their total does not exceed $4,500.00

At settlement, the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

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

(c) The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

Yes☐ No ☒

The AVPCC number is;

The Entry Date of the land was;

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- *Not Applicable

32C LAND USE

(a) RESTRICTIONS

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

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

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(d) PLANNING

Planning Scheme: Golden Plains Shire Council
Responsible Authority: Golden Plains Shire Council
Zoning: Public Conservation and Resource zone
Planning Overlay/s: See attached certificate

32D NOTICES

(a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

(b) The Vendor is not aware of 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.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

Service	**Status**
Electricity supply	Connected
Gas supply	Not connected
Water supply	Tank water
Sewerage	Septic tank
Telephone services	Not connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

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SECTION 32 STATEMENT
233 Byrne Road, Meredith 3333

32I TITLE

Attached are the following document/s concerning Title:

(a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

DATE OF THIS STATEMENT [ ] / [ ] /20 [ ]

30-Oct-26

Name of the Vendor

Carmen Kathleen Powles by her Power of Attorney Denise Anne Jude

Signature/s of the Vendor

× Signed by: Denise Jude F5FBF2B638BB4E6...

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

DATE OF THIS ACKNOWLEDGMENT [ ] / [ ] /20 [ ]

Name of the Purchaser

Signature/s of the Purchaser

×

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)
Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962.*

Terms contracts – S32A(d)
Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962.*

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BJT LEGAL

SOLICITORS

ENDURING POWER OF ATTORNEY (FINANCIAL)

This Enduring Power of Attorney is made under Part X1A of the **Instruments Act 1958** and has effect as a deed.

This Enduring Power of Attorney is made on (*insert date*) 17th August 2018

(*Cross out the following option if you wish to appoint more than one attorney*)

1. **I, CARMEN KATHLEEN POWLES**

[Print your full name here]

of 233 Byrne Road Meredith

appoint DENISE ANNE JUDE

[Print the full name of your attorney here]

of 25 Rigel Road Lara

[Print your attorney's address here]

and MARTIN ROBERT POWLES

[Print the name of your second attorney]

of 9 Broadchapel Place Clarinda

[Print the full address of your second attorney here]

HAYLEY KATHRYN COATES
38 LYDIARD ST. STH., BALLARAT
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria).
BJT LEGAL

I certify that this is a true and complete copy of the original and the contents have not been altered

An Australian legal practitioner within the meaning of the Legal Profession Uniform Law (Victoria). of BJT Legal Barristers & Solicitors 38 Lydiard Street South, Ballarat

Dated the 17 day of SEP 2018

~~*jointly to be my attorneys~~. (*See note at the end of this part*)
*jointly and severally to be my attorneys. (*See note at the end of this part*)

2. **I authorise** my attorney(s) to do on my behalf any thing that I may lawfully authorise an attorney to do.

3. The authority of my attorney(s) is subject to the following **conditions, limitations**, and **instructions:**

NIL

C. K. Powles

Docusign Envelope ID: 5AED9852-B664-81DE-8311-2EDADBB92AE5

4. **I declare** that this power of Attorney begins:
(Tick on box only)

☑ Immediately.

☐ ~~On this date~~: _____
[Write here the date when you want the power of your attorney(s) to begin]

☐ ~~On this occasion:~~ _____

_____
[Write here the occasion when you want the power of your attorney(s) to begin]

5. **I declare** that this power of attorney will continue to operate and have full force and effect even if I subsequently become legally incapable.

(Cross out the following option if it does not apply)

6. **I declare** that all previous enduring power of attorney signed by me are hereby revoked.

Signed as a deed by

L. Powles
.....
[Write your signature here]

I certify that this is a true and complete copy of the original and the contents have not been altered

.....
An Australian legal practitioner within the meaning of the Legal Profession Uniform Law (Victoria).
BJT Legal Barristers & Solicitors
38 Lydiard Street South, Ballarat.

Dated the 17 SEP 2018 day of .....

HAYLEY KATHRYN COATES
38 LYDIARD ST. STH., BALLARAT
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria).
BJT LEGAL

Docusign Envelope ID: 5AED9852-B664-81DE-8311-2EDADBB92AE5

CERTIFICATE OF WITNESSES

We, SARAH JANE EDWARDS

[Print the full name of the witness authorised to witness the signing of statutory declarations here]

of 38 Lydiard Street South, Ballarat

[Print the address of your first witness here]

and MARIA THERESE EDMONDSON

[Print the full name of your second witness here]

of 38 Lydiard Street South, Ballarat

[Print here the address of your second witness here]

certify –

(Cross out whichever option (a) does not apply)

a. That the donor has signed this enduring power of attorney freely and voluntarily in our presence; and

or

a. That this enduring power of attorney has been signed in our presence at the direction and in the presence of the donor of the power, and the donor of the power gave that direction freely and voluntarily; and

b. That at the time of signing, the donor appeared to each of us to have the capacity necessary to make the enduring power of attorney

.....

[Witness authorised to witness the signing of statutory declarations signs here]

SARAH JANE EDWARDS
38 LYDIARD ST. STH, BALLARAT
An Australian Legal Practitioner
(within the meaning of the
Legal Profession Act 2004).
BJT LEGAL

.....

[Other witness signs here]

Clerk to BJT Legal
38 Lydiard Street South
Ballarat 3350

HAYLEY KATHRYN COATES
38 LYDIARD ST. STH., BALLARAT
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria).
BJT LEGAL

I certify that this is a true and complete copy of the original and the contents have not been altered

.....
An Australian legal practitioner within the meaning of the Legal Profession Uniform Law (Victoria).
38 Lydiard Street South, Ballarat.

Dated the 17 SEP 2018

Docusign Envelope ID: 5AED9852-B664-81DE-8311-2EDADBB92AE5

STATEMENT OF ACCEPTANCE

I, **DENISE ANNE JUDE**

[Print the full name of proposed attorney here]

of 25 Rigel Road Lara

[Print address of proposed attorney here]

on 17th August 2006

[Insert date]

accept appointment as an attorney under

* this enduring power of attorney

or

* ~~the attached enduring power of attorney~~

and undertake –

a. to exercise the powers conferred with reasonable diligence to protect the interests of the donor

b. to avoid acting where there is any conflict of interest between the interests of the donor and my interests; and

c. to exercise the powers conferred in accordance with Part X1A of the **Instruments Act 1958**

.....

[Write your signature here]

HAYLEY KATHRYN COATES
38 LYDIARD ST. STH., BALLARAT
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria).
BJT LEGAL

HAYLEY KATHRYN COATES
38 LYDIARD ST. STH., BALLARAT
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria).
BJT LEGAL

I certify that this is a true and complete copy of the original and the contents have not been altered

.....
An Australian legal practitioner within the meaning of the Legal Profession Uniform Law (Victoria).
of BJT Legal Barristers & Solicitors
38 Lydiard Street South, Ballarat.

Dated the 17 SEP 2018

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STATEMENT OF ACCEPTANCE

I, **MARTIN ROBERT POWLES**

[Print the full name of proposed attorney here]

of 9 Broadchapel Place Clarinda

[Print address of proposed attorney here]

on 17 August 2006

[Insert date]

accept appointment as an attorney under

*this enduring power of attorney

or

*the attached enduring power of attorney

and undertake –

a. to exercise the powers conferred with reasonable diligence to protect the interests of the donor

b. to avoid acting where there is any conflict of interest between the interests of the donor and my interests; and

c. to exercise the powers conferred in accordance with Part X1A of the **Instruments Act 1958**

.....

[Write your signature here]

I certify that this is a true and complete copy of the original and the contents have not been altered

Dated the 17 SEP 2018 day of .....

An Australian legal practitioner within the meaning of BJT Legal Professional Uniform Law (Victoria). 38 Lydiard Street South, Ballarat

HAYLEY KATHRYN COATES
38 LYDIARD ST. STH., BALLARAT
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria).
BJT LEGAL

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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 00597 FOLIO 245 Security no : 124140005958P
Produced 26/10/2026 11:17 AM

CROWN GRANT

LAND DESCRIPTION

Crown Allotment 55H Parish of Meredith.

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CARMEN KATHLEEN POWLES of MEREDITH
B701488 12/07/1963

ENCUMBRANCES, CAVEATS AND NOTICES

Any crown grant reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below. For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP664386F 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: 233 BYRNE ROAD MEREDITH VIC 3333

DOCUMENT END

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Delivered by LANDATA®, timestamp 26/10/2026 11:18 Page 1 of 1
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	TITLE PLAN		EDITION 1	TP 664386F

Location of Land

Parish: MEREDITH
Township:
Section:
Crown Allotment: 55H
Crown Portion:

Last Plan Reference:
Derived From: VOL 0597 FOL 245
Depth Limitation: NIL

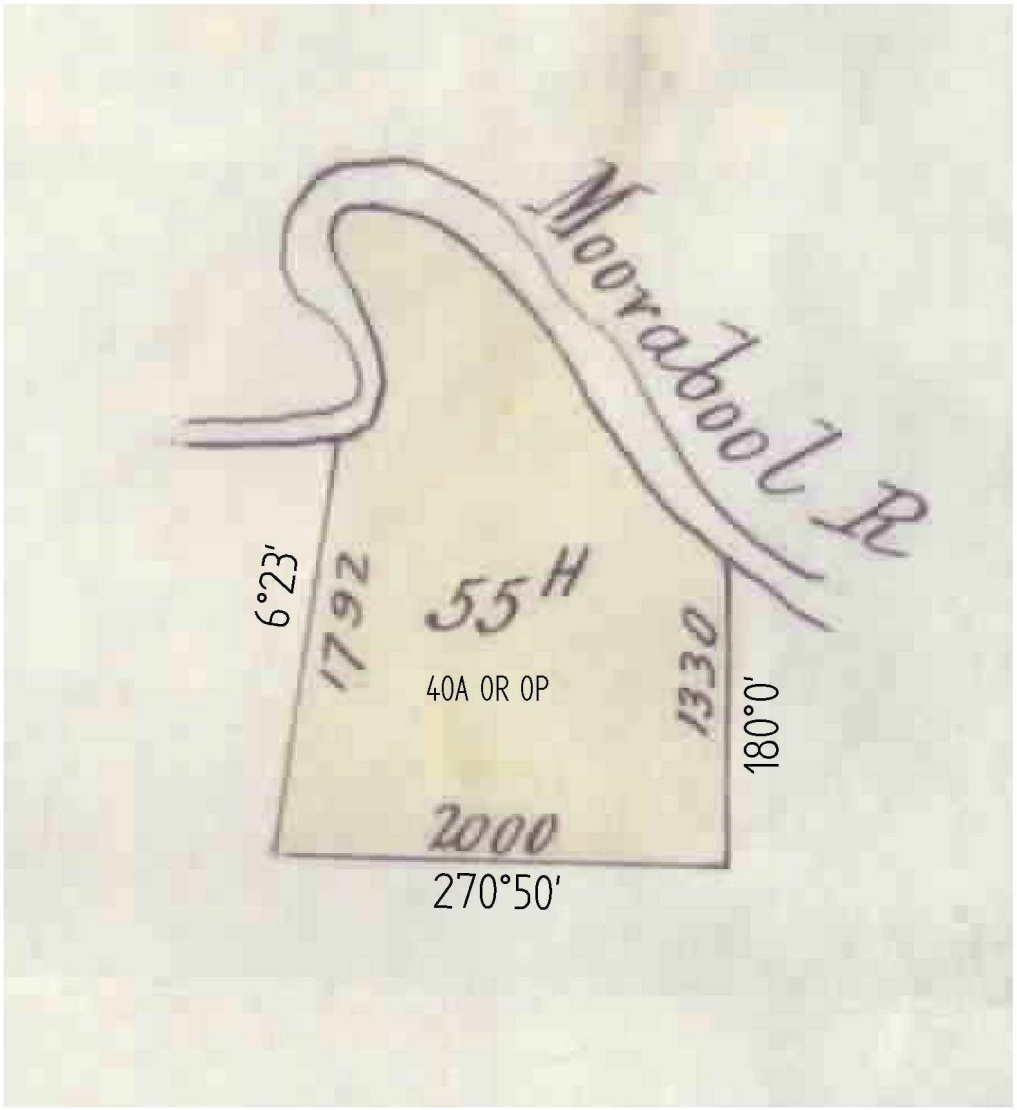
Notations

WATERWAY NOTATION: LAND IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE

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

Description of Land / Easement Information

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
COMPILED: 25/10/2000
VERIFIED: CL



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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 26 October 2026 11:15 AM

PROPERTY DETAILS

Address:	**233 BYRNE ROAD MEREDITH 3333**
Crown Description:	**Allot. 55H PARISH OF MEREDITH**
Standard Parcel Identifier (SPI):	**55H\PP3090**
Local Government Area (Council):	**GOLDEN PLAINS** www.goldenplains.vic.gov.au
Council Property Number:	**30750020**
Planning Scheme:	**Golden Plains** Planning Scheme - Golden Plains
Directory Reference:	**Vicroads 77 D7**

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:	**EUREKA**

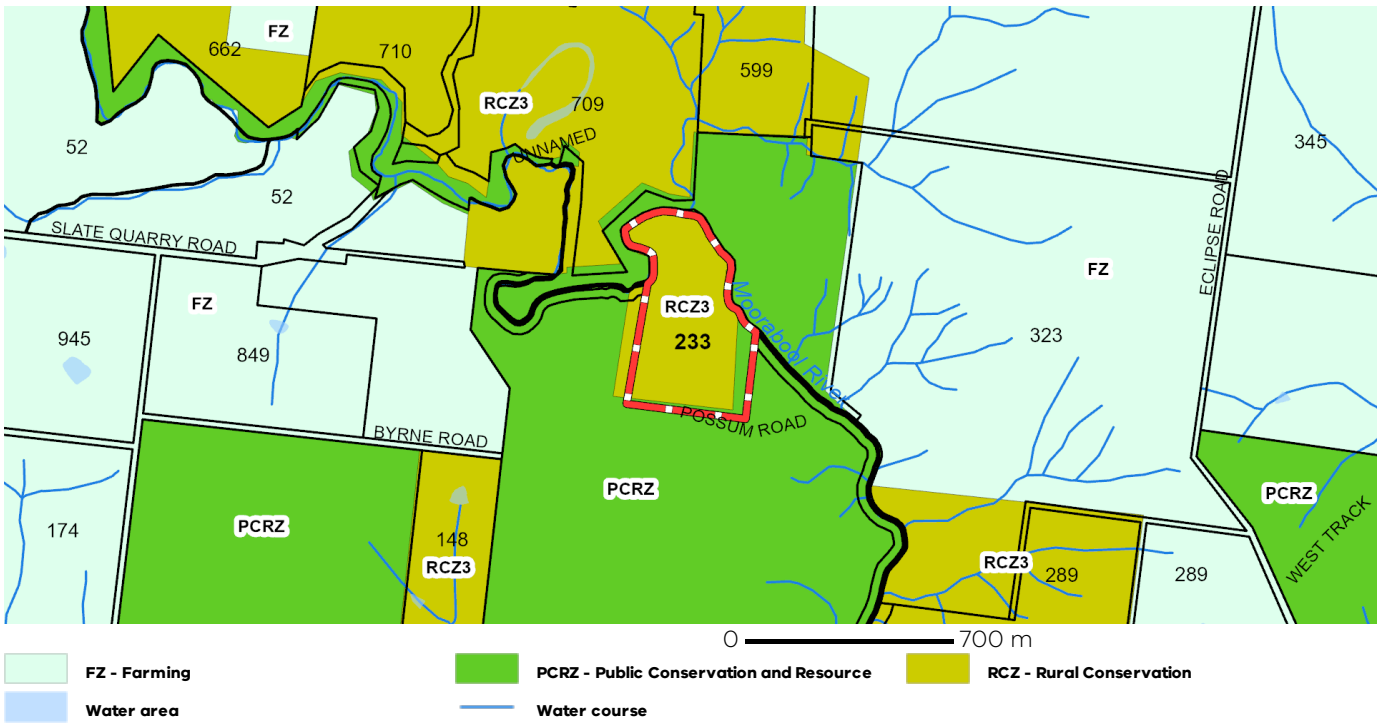
OTHER

Registered Aboriginal Party:	**Wadawurrung Traditional Owners Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

PUBLIC CONSERVATION AND RESOURCE ZONE (PCRZ)
SCHEDULE TO THE PUBLIC CONSERVATION AND RESOURCE ZONE (PCRZ)
RURAL CONSERVATION ZONE (RCZ)
RURAL CONSERVATION ZONE - SCHEDULE 3 (RCZ3)



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

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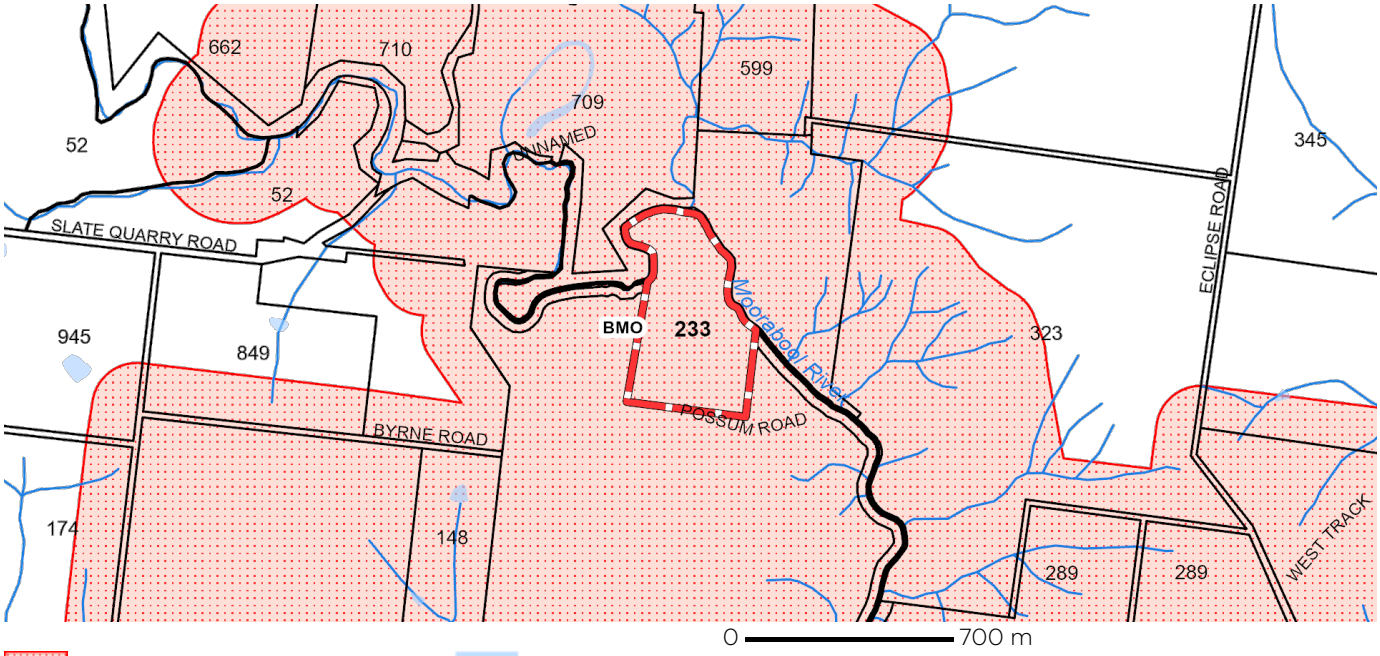
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

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PLANNING PROPERTY REPORT

Planning Overlays

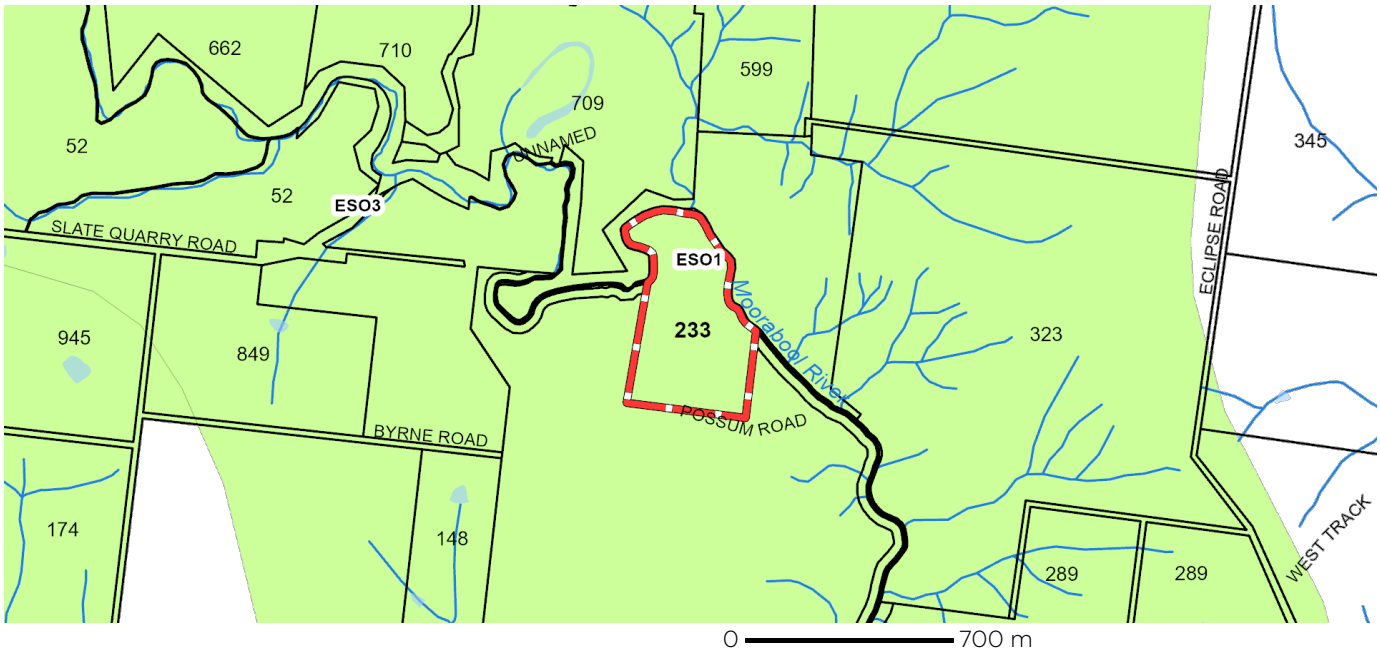
BUSHFIRE MANAGEMENT OVERLAY (BMO)



BMO - Bushfire Management Overlay | Water area | Water course

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

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)
ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)
ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 3 (ESO3)



ESO - Environmental Significance Overlay | Water area | Water course

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

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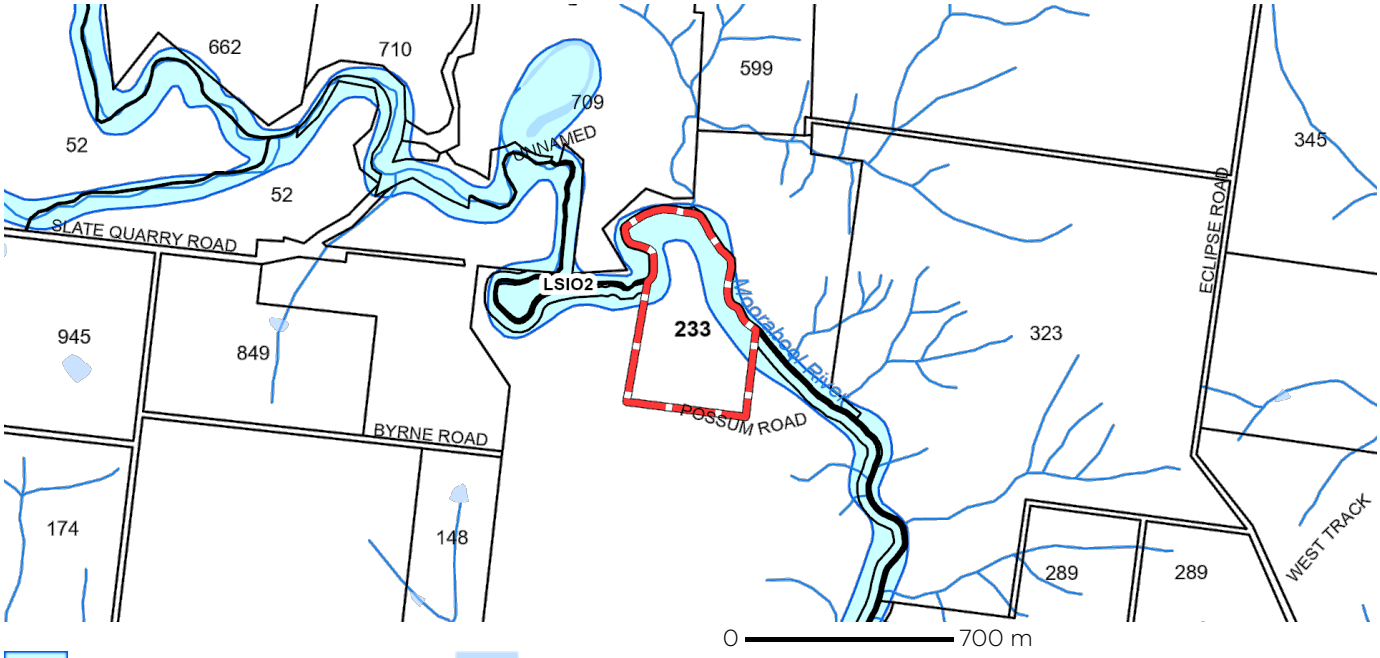
Docusign Envelope ID: 5AED9852-B664-81DE-8311-2EDADBB92AE5

PLANNING PROPERTY REPORT

Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 2 (LSIO2)

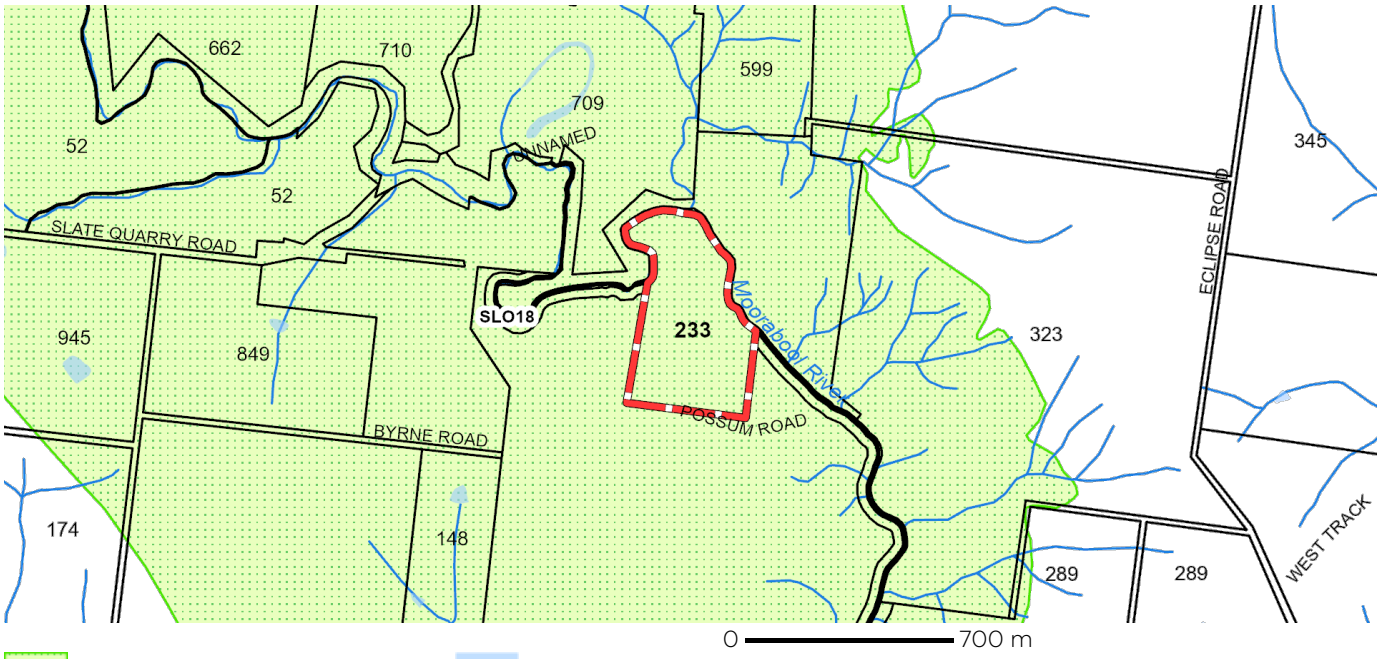


LSIO - Land Subject to Inundation Overlay | Water area | Water course

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 18 (SLO18)



SLO - Significant Landscape Overlay | Water area | Water course

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

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PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

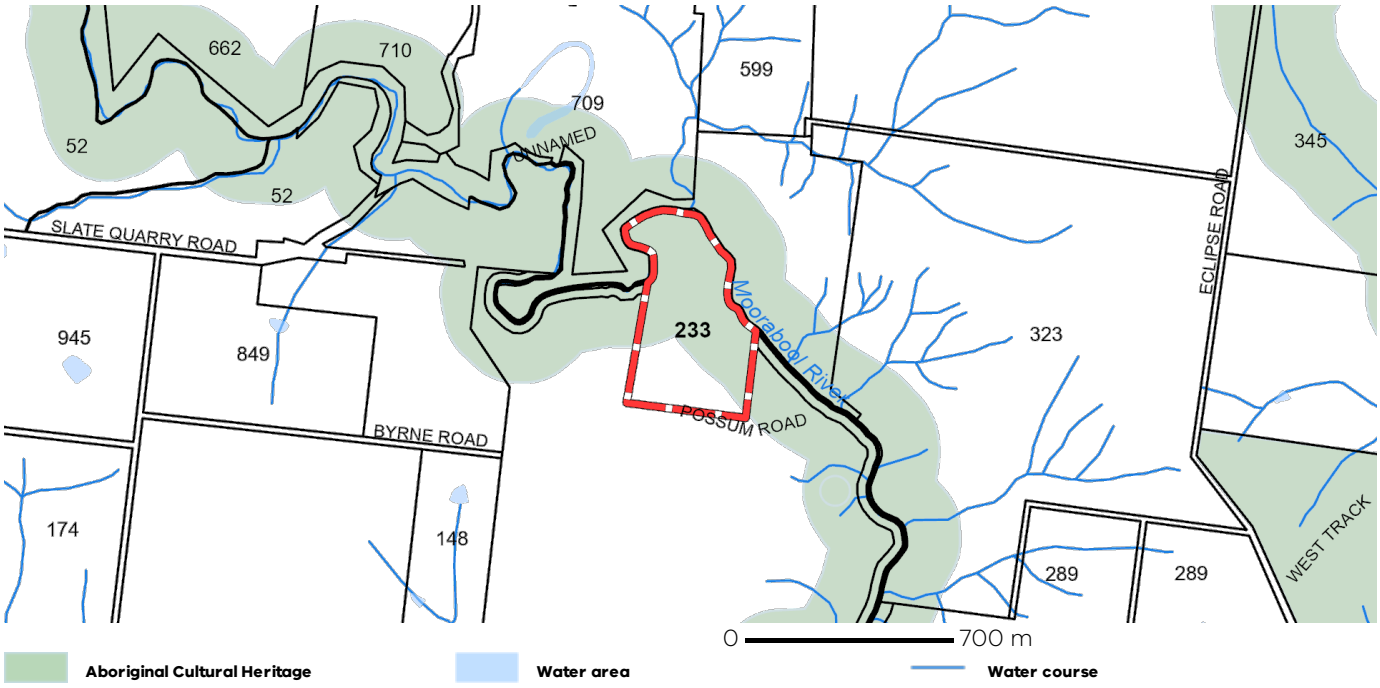
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to https://heritage.achris.vic.gov.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation



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

Docusign Envelope ID: 5AED9852-B664-81DE-8311-2EDADBB92AE5

PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 16 October 2026.

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

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

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

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

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

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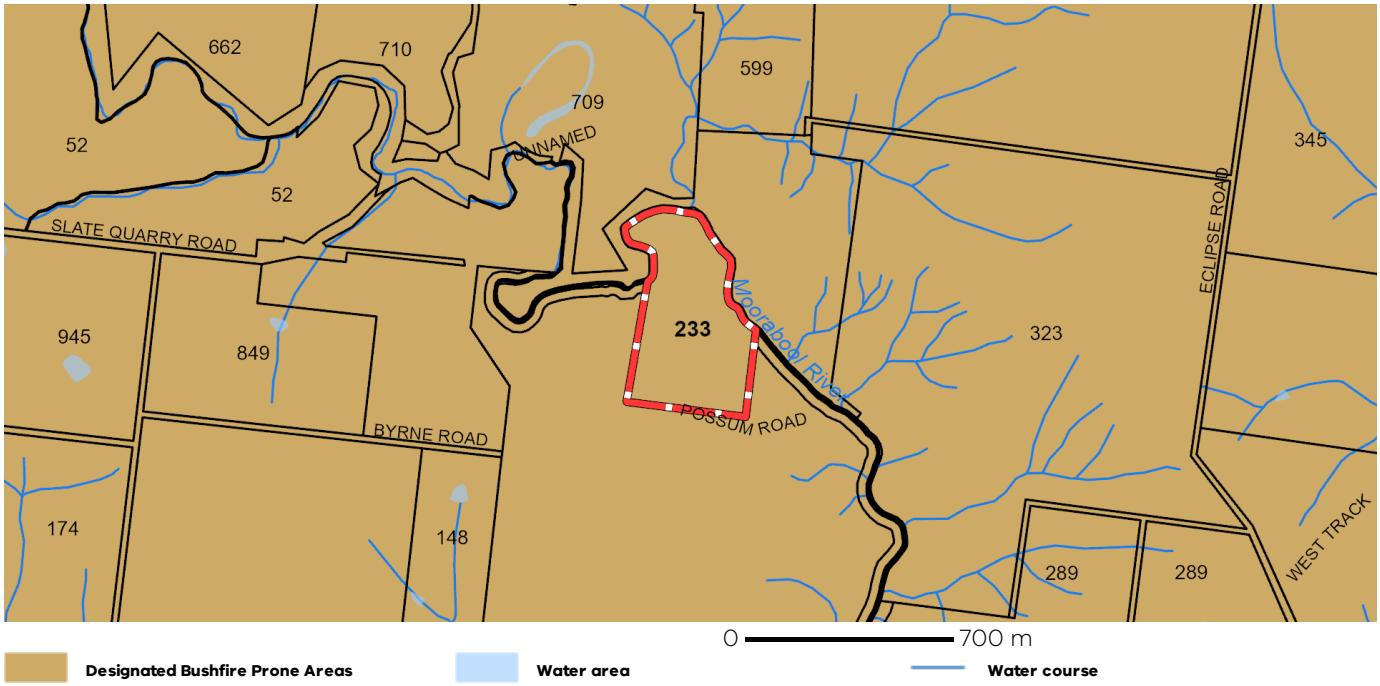
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

Native plants that are indigenous to 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) or please contact your relevant council.

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

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36.03 PUBLIC CONSERVATION AND RESOURCE ZONE

31/07/2018
VC148

Shown on the planning scheme map as **PCRZ** .

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To protect and conserve the natural environment and natural processes for their historic, scientific, landscape, habitat or cultural values.

To provide facilities which assist in public education and interpretation of the natural environment with minimal degradation of the natural environment or natural processes.

To provide for appropriate resource based uses.

36.03-1 Table of uses

14/01/2025
VC237

Section 1 - Permit not required

Use	Condition
Apiculture	Must meet the requirements of the Apiary Code of Practice, May 2011.
Automated collection point	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.
Boat launching facility **Camping and caravan park** **Caretaker's house** **Car park** **Informal outdoor recreation** **Interpretation centre** **Jetty** **Kiosk** **Marine dredging** **Mooring pole** **Open sports ground** **Pier** **Pontoon**	Must be either of the following: ▪ A use conducted by or on behalf of a public land manager, Parks Victoria or the Great Ocean Road Coast and Parks Authority, under the relevant provisions of the *Local Government Act 2020* , the *Reference Areas Act 1978* , the *National Parks Act 1975* , the *Fisheries Act 1995* , the *Wildlife Act 1975* , the *Forests Act 1958* , the *Water Industry Act 1994* , the *Water Act 1989* , the *Marine Safety Act 2010* , the *Port Management Act 1995* or the *Crown Land (Reserves) Act 1978* . ▪ Specified in an Incorporated plan in a schedule to this zone.

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Use	Condition
Road	
Utility installation (other than Telecommunications facility)	
Any use listed in Clause 62.01 (other than Apiculture)	
Any other use not in Section 2 or 3	▪ Must be a use conducted by or on behalf of a public land manager, Parks Victoria or the Great Ocean Road Coast and Parks Authority, under the relevant provisions of the *Local Government Act 2020* , the *Reference Areas Act 1978* , the *National Parks Act 1975* , the *Fisheries Act 1995* , the *Wildlife Act 1975* , the *Forests Act 1958* , the *Water Industry Act 1994* , the *Water Act 1989* , the *Marine Safety Act 2010* , the *Port Management Act 1995* or the *Crown Land (Reserves) Act 1978* .

Section 2 - Permit required

Use	Condition
Emergency services facility	
Renewable energy facility (other than Wind energy facility)	Must not be located on land reserved under the *National Parks Act 1975* . Must meet the requirements of Clause 53.13.
Wind energy facility	Must not be located on land described in a schedule to the *National Parks Act 1975* . This does not apply where the Wind energy facility is principally used to supply electricity to a facility used in conjunction with conservation, recreation, administration or accommodation use of the land. Must meet the requirements of Clause 52.32.

Section 3 - Prohibited

Use
The use in Section 1 described as 'Any other use not in Section 2 or 3' – if the Section 1 condition is not met

36.03-2
14/01/2025
VC237

Permit requirement

A permit is required to:

- Construct a building or construct or carry out works. This does not apply to:
  - A building or works shown in an Incorporated plan which applies to the land.

Docusign Envelope ID: 5AED9852-B664-81DE-8311-2EDADBB92AE5

- A building or works specified in Clause 62.02-1 or 62.02-2 carried out by or on behalf of a public authority or municipal council, if the public authority or municipal council is carrying out functions, powers or duties conferred by or under the *Local Government Act 2020* , the *Reference Areas Act 1978* , the *National Parks Act 1975* , the *Fisheries Act 1995* , the *Wildlife Act 1975* , the *Forests Act 1958* , the *Water Industry Act 1994* , the *Water Act 1989* , the *Marine Safety Act 2010* , the *Port Management Act 1995* or the *Crown Land (Reserves) Act 1978* .
- A building or works carried out by or on behalf of a public land manager, Parks Victoria or the Great Ocean Road Coast and Parks Authority, under the *Local Government Act 2020* , the *Reference Areas Act 1978* , the *National Parks Act 1975* , the *Fisheries Act 1995* , the *Wildlife Act 1975* , the *Forests Act 1958* , the *Water Industry Act 1994* , the *Water Act 1989* , the *Marine Safety Act 2010* , the *Port Management Act 1995,* the *Crown Land (Reserves) Act 1978* , or the *Road Management Act 2004* .

- Subdivide land.

36.03-3 Application requirements

20/03/2023
VC229

An application for a permit by a person other than the relevant public land manager must be accompanied by the written consent of the public land manager, indicating that the public land manager consents generally or conditionally either:

- To the application for permit being made.
- To the application for permit being made and to the proposed use or development.

Where there is no public land manager, an application for a permit must be accompanied by the written consent of the Secretary to the Department of Energy, Environment and Climate Action.

36.03-4 Exemption from notice and review

31/07/2018
VC148

An application to subdivide land which is consistent with an Incorporated plan is exempt from the notice requirements of section 52(1) (a), (b), and (d), the decision requirements of sections 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

36.03-5 Referral of applications

18/06/2010
VC62

An application to use or develop land for the purpose of an emergency services facility must be referred under Section 55 of the Act to the person or body specified as the referral authority in Clause 66.03.

36.03-6 Decision guidelines

31/07/2018
VC148

Before deciding on an application to use or subdivide land, construct a building or construct or carry out works, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The comments of any public land manager or other relevant land manager having responsibility for the care or management of the land or adjacent land.
- Whether the development is appropriately located and designed, including in accordance with any relevant use, design or siting guidelines.

36.03-7 Incorporated plan

18/06/2010
VC62

An Incorporated plan is a plan which shows the way the land is to be used and developed. An Incorporated plan may include the following information:

- Recognition of existing use and how the area is to be developed.
- The building envelope of any proposed buildings.

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- Details of proposed buildings or works.
- The location of pedestrian or vehicle access points or car parking areas.
- The location of any areas for specific uses and a schedule of specific uses which are allowed without permit.
- Topographic details including any proposed cut and fill.
- The location of existing and proposed features.
- The location of existing native or other vegetation and any proposed landscaping works or areas of vegetation to be added or removed.
- The identification of sites of flora or fauna significance (including, in particular, any potentially threatened species or significant habitat) or other places of cultural, heritage or scientific value.

The Incorporated plan must be consistent with the intent of the public land reservation under any Act and make reference to relevant policies and guidelines.

An Incorporated plan may be prepared in parts or stages.

36.03-8 Use and development of land identified in a schedule

18/06/2010
VC62

Land identified in a schedule to this zone may be used and developed in accordance with the schedule or the specific controls contained in an incorporated document corresponding to the land, provided any condition in the schedule or incorporated document is complied with.

36.03-9 Signs

31/07/2018
VC148

Sign requirements are at Clause 52.05. This zone is in Category 4 unless a different requirement is specified in the schedule to this zone.

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Department of Energy, Environment and Climate Action

PO Box 879
15 Hume and Hovell Road
Seymour Vic 3660
Telephone: 03 8624 3004
www.deeca.vic.gov.au

Our Ref: 3004784

29 May 2026

Carmen Powles
Email: denisejude@live.com.au

Dear Ms Powles

RE: NEW ISSUE OF GENERAL LICENCE NO. 3004784 – PARISH OF MEREDITH

I refer to previous dealings concerning the above described licence and enclose licence No. 3004784, issued in your name/s.

This licence is an important document and should be stored in a secure and safe place, if lost a replacement fee may be charged. If you wish to transfer the licence you will need to advise our office to arrange the transfer.
Should you have any queries regarding this licence please contact **adminhub@deeca.vic.gov.au.**

Yours sincerely

Public Land Administration Hub
Department of Energy, Environment and Climate Action

cc: Municipality of Golden Plains – Att: Rates Department

Docusign Envelope ID: 5AED9852-B664-81DE-8311-2EDADBB92AE5

Department of
Energy, Environment and Climate Action

ABN 90 719 052 204

LICENCE

LAND ACT 1958
Section 138

THIS LICENCE is granted by the Licensor to the Licensee and commences on the date set out in the Schedule.

In consideration of the payment of the licence fee and the conditions contained in this Licence, the Licensor or a person authorised by the Licensor, at the request of the Licensee HEREBY AUTHORISES the Licensee to use the Crown land described in the Schedule for the specified purposes set out in the Schedule.

This Licence is subject to the provisions of the *Land Act 1958* and Regulations thereunder, the licence conditions attached and any Statutory and other Special Conditions set out in the Schedule.

Vannessa Jones
Vannessa Jones (May 29, 2026 10:03:51 GMT+10)
Signature of Licensor or Authorised person

Program Manager
Public Land Administration Hub

The Licensee hereby agrees that payment of the Licence Fee, shown in Item 7 of the Schedule, by the Licensee shall constitute acceptance by the Licensee of this Licence and shall constitute an undertaking by the Licensee that the Licensee shall comply with the terms and conditions of this Licence.

NOTE:

1	***This licence is not valid until payment of the Licence Fee shown in Item 7 of the Schedule is received by the Department of Energy, Environment and Climate Action.***
2	***This Licence is an important document and should be stored in a secure and safe place. It will be needed if you sell your property. In the event of loss, a replacement fee may be charged.***

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LICENCE SCHEDULE

1. Licence No. 3004784

2. Licensor Minister for Environment

3. Licensee Carmen Kathleen Powles

4. Address 233 BYRNE ROAD, , MEREDITH, VICTORIA, 3333, Australia

5. Commencement Date 01 May 2026

6. Term Annual

7. Licensee Fee $488.00

8. Payable Annual

9. Licensed Land All that land being:

MUNICIPALITY OF GOLDEN PLAINS
PART OF CROWN ALLOTMENT 2026
PARISH OF MEREDITH

AS INDICATED ON ATTACHED PLAN/S.

10. Area (Ha) 5.45

11. Powers under which land is granted Land Act 1958, Sec 138/140

12. Specified Purpose Curtilage to a dwelling

13. Department Address

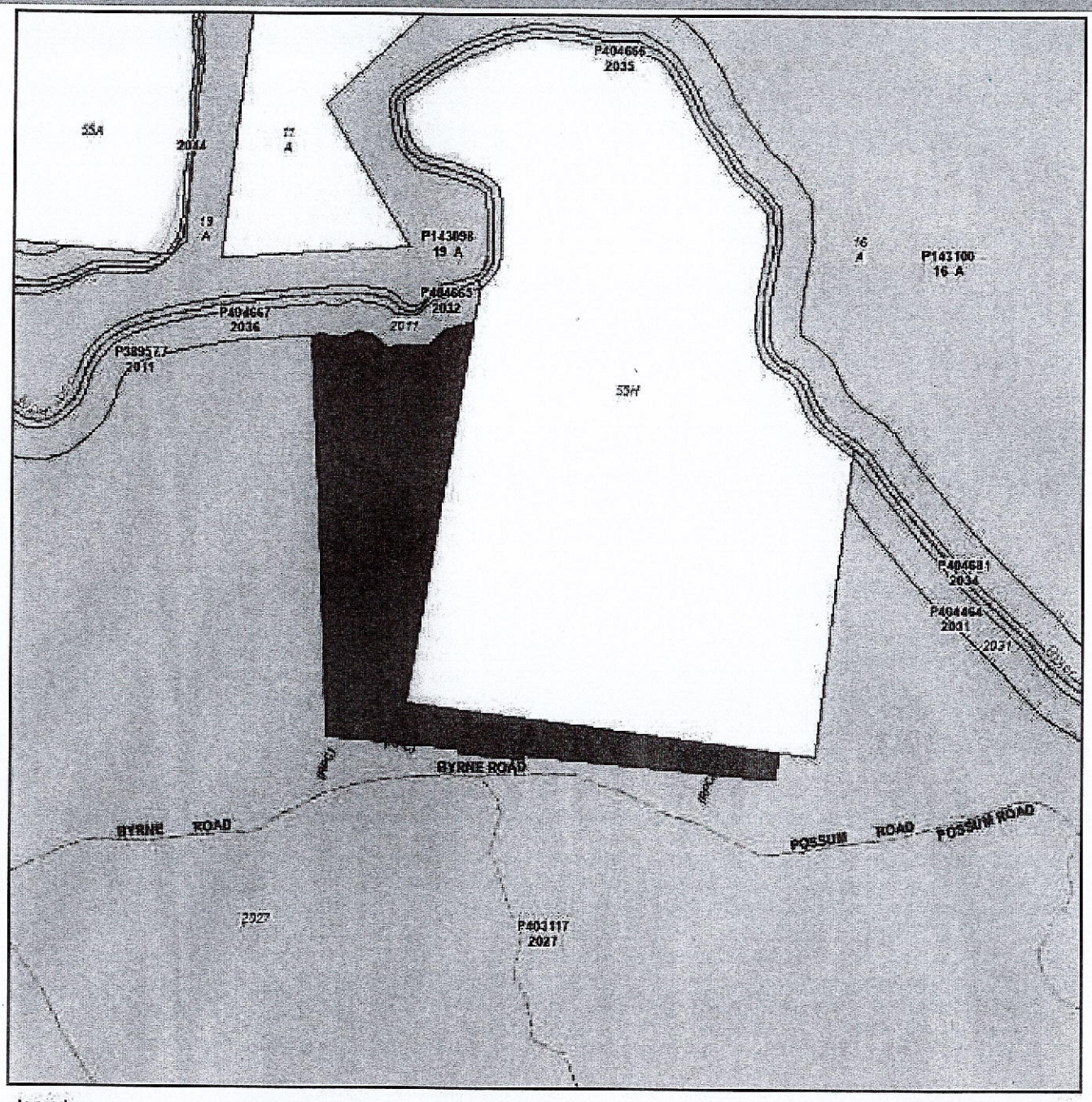
14. Public Liability Insurance $10000000.00

15. Statutory and other Conditions

16. Special Conditions

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TENURE 3004784



Legend

- Township
- Parish
- Parcel
- Crown Parcel
  - Crown Land
  - Government Road
- Plan Noting
- Apiary
  - Temporary Apiary Flights
  - Beekeeper and Ranger licences

Linear Tenure

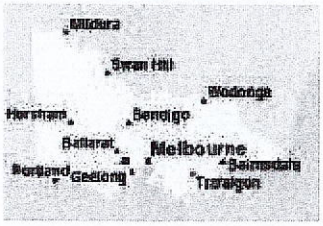
- Other Pipelines
- Industrial Commercial licences
- Recreation Amusement licences
- Occupancy licences
- Radio TV Telecom site licences
- Emergency Services Use licences
- Water Supply licences
- Miscellaneous General licences
- Easements
- Pipe Consents

- Lease
- General Licence
- Delegated Lease
- Delegated License
- Grazing Licence
- Riparian Management Licence
- Water Frontage Licence
- Unused Road Licence
- Delegated Management Reserve
- Direct Management Reserve

Government Road

- Government Road
- Dual Status Government Road

1: 5,199



Overview Map

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

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LICENCE CONDITIONS

1 *Grant*

The rights conferred by this Licence are non-exclusive, do not create or confer upon the Licensee any tenancy or any estate or interest in or over the licensed land or any part of it, and do not comprise or include any rights other than those granted or to which the Licensee is otherwise entitled by law.

2 *Licensee's Obligations (Positive)*

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will:-

2.1 Licence fee

Duly and punctually pay or cause to be paid the licence fee to the Licensor at the payment address shown in Item 13 of the Schedule or as advised by the Licensor from time to time on the days and in the manner provided in Item 8 of the Schedule without demand, deduction, set-off or abatement.

2.2 Rates and Taxes

2.2.1 Duly and punctually pay as and when they respectively fall due all rates and taxes on the licensed land.

2.2.2 If requested to do so by the Licensor, produce receipts to the Licensor evidencing payment of the rates and taxes.

2.2.3 Duly and punctually pay to the Licensor at the same time and in the same manner as the licence fee is payable to the Licensor (or as otherwise notified to the Licensee by the Licensor) under clause 2.1 above the amount of any GST payable on or in relation to this licence and/or the rent payable thereunder or that becomes payable by the Licensor during the period covered by the fee.

2.3 Indemnity

Indemnify the Crown in respect of any claim or liability for property damage and/or injury or death of any person which arises directly or indirectly out of negligence, tort, contract, or breach of a statutory duty by the Licensee or any associated party consequential to the use or occupation of the licensed land, including, but without restricting the generality of the foregoing, the pollution or contamination of land or water, and any costs, charges and expenses incurred in connection therewith.

2.4 Public Liability Insurance

Maintain a public liability insurance policy over the licensed land (providing no less limit of indemnity for any one occurrence during the policy period than the amount shown at Item 14 of the Schedule), which is endorsed (as follows), to note:

'the Crown in the right of the State of Victoria, the Secretary to the Department of Energy, Environment and Climate Action, its servants, agents and employees in respect to providing indemnity for personal injury and/or property damage caused by an occurrence, and/or for breach of Professional duty arising out of the negligent acts, errors or omissions of the Licensee and/or its servants agents and employees. The endorsement and extension to the policy does not extend to negligent acts, errors or omissions of the Crown (and others above mentioned), and is limited to the amount shown in Item 14 for any one occurrence.'

2.5 Maintenance

2.5.1 Throughout the term keep the licensed land in good order and condition and the improvements (if any) on it in good order and condition having regard to their condition at the commencement date or, if constructed or added to the licensed land after the commencement date, at the date of such construction or addition as the case may be and in particular but without restricting the generality of the foregoing will:-

2.5.1.1 Keep the licensed land free of pest animals and weeds;

2.5.1.2 Remedy every default of which notice is given by the Licensor to the Licensee within a reasonable time specified in the notice but in any event the time specified in the notice will not be less than 14 days.

2.6 Fire Protection Works

Undertake all fire protection works on the licensed land required by law to the satisfaction of the Licensor and the responsible fire Authority

2.7 Condition at Termination

On expiry or prior determination of this Licence return the licensed land to the Licensor in good order and condition and otherwise in accordance with the Licensee's obligations.

2.8 Notice of Defects and other matters

2.8.1 Give the Licensor prompt notice in writing of any accident to or defect in the licensed land and of any circumstances likely to cause any damage risk or hazard to the licensed land or any person on it;

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2.8.2 Give to the Licensor within 7 days of its receipt by the Licensee a true copy of every notice, proposal or order given, issued or made in respect of the licensed land and full details of the circumstances of it;

2.8.3 Without delay take all necessary steps to comply with any notice, proposal or order referred to in paragraph 2.8.2 with which the Licensee is required to comply; and

2.8.4 At the request of the Licensor make or join with the Licensor in making such objections or representations against or in respect of any notice, proposal or order referred to in paragraph 2.8.2 as the Licensor deems expedient.

2.9 Compliance with Law

Comply at the Licensee's cost with the provisions of all statutes, regulations, local laws and by-laws relating to the licensed land and all lawful orders or direction made under them;

2.10 Arrears and Interest

2.10.1 Pay to the Licensor:-

2.10.1.1 on any moneys payable by the Licensee to the Licensor and outstanding for thirty (30) days or on any judgment for the Licensor in an action arising under the Licence, interest at the penalty rate of interest for the time being made payable under the ***Penalty Interest Rates Act 1983*** computed from the date the moneys or judgment became payable until all moneys (including interest on them) are paid in full;

2.10.1.2 on demand all the Licensor's legal costs and disbursements payable in respect of or in connection with any assignment of this Licence or under-licensing of the licensed land, any surrender of this Licence, the giving of any consent by the Licensor or any failure by the Licensee to perform and observe this Licence, or any deed or other document executed in connection with this Licence.

2.11 Further Conditions

Comply with the Special Conditions (if any) contained in Item 16 of the Schedule.

3 Licensee's Obligations (Negative)

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will not -

3.1 Use of Licensed land

Use the licensed land for any purpose other than the specified purpose referred to in Item 12 of the Schedule without first obtaining the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

3.2 Create nuisance

Cause or permit to be done anything which constitutes an actionable nuisance, annoyance or disturbance to other persons lawfully entitled to use the licensed land or to use any land in the vicinity or to occupiers of properties adjoining the licensed land.

3.3 Allow rubbish

Permit any rubbish to accumulate in or about the licensed land.

3.4 Hazardous Chemicals

Keep any hazardous chemical on the licensed land without the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

3.5 Assignment

Without first obtaining the written consent of the Licensor assign, under-license, mortgage, or charge this Licence or part with or share possession of the licensed land or any part of it.

3.6 *Licensor's Entry*

3.6.1 Prevent, attempt to prevent or in any other way hinder, obstruct or permit the hindrance or obstruction of the Licensor or the Licensor's employee or agent at any time from entering and remaining on the licensed land either with or without motor vehicles or other equipment for any purpose and in particular, but without restricting the generality of the foregoing, for any of the following purposes:-

3.6.1.1 retaking or attempting to retake possession of the licensed land;

3.6.1.2 inspection; or

3.6.1.3 any other lawful purpose.

3.7 Void insurance

Do or allow anything to be done which might result in any insurance's relating to the licensed land becoming void or voidable or which might increase the premium on any insurance.

OFFICIAL

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3.8 Erection of Improvements

Erect or permit the erection of any improvement on the licensed land without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

4 General Conditions

4.1 Termination upon Default

If the Licensor is satisfied, after giving the Licensee a reasonable opportunity to be heard, that the licensee has failed to comply with any terms or conditions of the licence, the Licensor may, by notice published in the Government Gazette, declare that the licence is cancelled, and upon cancellation the licensee will not be entitled to any compensation whatsoever.

4.2 Termination without Default

4.2.1 In addition to and not in substitution for the power to cancel this Licence under clause 4.1, the Licensor may by giving to the Licensee at least 30 days' written notice to that effect cancel this Licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.

4.2.2 If the licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the licence fee paid.

4.2.3 The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the licence remaining at the date of cancellation.

4.2.4 Except as provided in sub clause 4.2.2 above no compensation is payable in respect of the cancellation of the licence.

4.3 Licensee's Improvements

4.3.1 Except as provided in sub-clause 4.3.3 the Licensee's improvements shall remain the property of the Licensee.

4.3.2 On the cancellation or expiration of the Licence the Licensee must, within a period of time specified by the Licensor, remove all Licensee's improvements and chattels from the licensed land and forthwith make good all damage caused to the licensed land by the affixing, retention or removal of Licensee's improvements to the satisfaction of the Licensor.

4.3.3 If the Licensee's Improvements are not removed at the end of the period of time specified under sub-clause 4.3.2, the Licensee's Improvements shall become the property of the Crown.

4.4 Licensor may remove and dispose of Licensee's chattels

If the Licence expires, or is cancelled, the Licensor may at the end of the period of time specified under Clause 4.3.2 remove the Licensee's chattels and store them at the Licensee's expense without being liable to the Licensee for trespass, detinue, conversion or negligence. After storing them for at least one month, the Licensor may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

4.5 Licensor's Agents

Every act or thing to be done, decision to be made or document to be signed pursuant to this Licence by the Licensor and not required by law to be done, made or signed by the Licensor personally may be done made or signed by any person or class of person to whom such power has been delegated by the Licensor.

4.6 Notices

Any notice consent or demand or other communication to be served on or given to the Licensee by the Licensor under this Licence shall be deemed to have been duly served or given if it is in writing signed by the Licensor and delivered or sent by pre paid post to the Licensee's address set out in Item 4 of the Schedule or to the latest address stated by the Licensee in any written communication with the Licensor.

4.7 Review of Licence fee

The licence fee, unless it has been paid in full for the term, will be reviewed by the Licensor every three years from the commencement date, and the reviewed fee shall commence on the day following the date fixed for each such review.

4.8 Debt recovery

All moneys payable by the Licensee to the Licensor under this Licence are recoverable from the Licensee as liquidated debts payable on demand.

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5 *Definitions*

Unless inconsistent with the context or subject matter each word or phrase defined in this clause has the same meaning when used elsewhere in the licence.

"commencement date" means the date described in Item 5 of the Schedule and is the first day of the term;

"Crown" means the Crown in right of the State of Victoria and includes the Licensor and each employee and agent of the Crown or the Secretary;

"Department" means the Department of Energy, Environment and Climate Action or its successor in law;

"GST" means a goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999.*

"hazardous chemical" includes gas, inflammable liquid, explosive substance, pesticide, herbicide, fertilizer and other chemicals;

"improvement" includes building, dam, levee, channel, sign, permanent fence, or other structure and any addition to an existing improvement;

"licensed land" means the land described in Item 9 of the Schedule;

"Licence fee" means the licence fee described in Item 7 of the Schedule as varied during the term;

"Licensee" means the person named in Item 3 of the Schedule and includes the permitted assigns and successors in law to a Licensee;

"Licensee's Improvements" includes building, structure, sign, fence and any other structural improvement including dam, levee, channel or any other earthworks now or hereafter erected on the licensed land but does not include any such improvement shown in Item 16 of the Schedule as being or becoming the property of the Licensor.

"Licensor" means the Minister of the Crown for the time being administering Division 9 of Part 1 of the *Land Act 1958* or such other Minister of the Crown or Government Authority to whom responsibility for this Licence may at any time be given or a person or class of person authorised by the Minister to grant licences under Division 9 of Part 1 of the *Land Act 1958*;

"person" includes a body corporate as well as an individual;

"pest animals" has the same meaning as in the *Catchment and Land Protection Act 1994;*

"rates and taxes" means all existing and future rates (including water by consumption and any special rates or levies) taxes, charges, tariffs, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the licensed land or the Licensor or the Licensee or payable by the owner or occupier of the licensed land;

"schedule" means the schedule to this Licence;

"Secretary" means The Secretary to the Department of Energy, Environment and Climate Action, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

"sign" includes names, advertisements and notices;

"soil" includes gravel, stone, salt, guano, shell, sand, loam and brick earth;

"term" means the period of time set out in Item 6 of the Schedule, as and from the commencement date;

"weeds" include noxious weeds within the meaning of the *Catchment and Land Protection Act 1994* , and prescribed flora within the meaning of the *Flora and Fauna Guarantee Act 1988*;

"writing" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

6 *Interpretations*

6.1 A reference importing the singular includes the plural and vice versa..

6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.

6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.

6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.

6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.

6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

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Golden Plains Shire
PO Box 111
Bannockburn Vic 3331

ABN 86 998 570 296
All items are GST free.

GOLDEN PLAINS SHIRE

Rates and Valuation Notice

For the Period 1 July 2026 to 30 June 2027

C K Powles
233 Byrne Road
MEREDITH VIC 3333

034
I000059
DLX1_131

pd. 10/9/26 0800

Kindly Note: Payments received after 19/08/2026 are not included on this notice

Property No.	30750020
Property	233 Byrne Road Meredith VIC 3333 **Area:** 16.18 hectares CA 55H Parish of MEREDITH; GL 3004784
AVPCC	117 - Residential Rural/Rural Lifestyle
Valuations	Site Value **$680,000** Capital Improved Value **$855,000** Net Annual Value **$42,750** Rate in $ on CIV: 0.002217

COUNCIL RATES AND CHARGES

Rates and Charges	Rates Residential 0.002217	$1,895.54
	Waste Management Charge	$497.00
	Municipal Charge	$200.00

VICTORIAN STATE GOVERNMENT CHARGES

Emergency Services Volunteer Fund	CFA ESVL Residential Normal Levy $139 + (0.000173 * $855000)	$286.92

Council is required by law to collect these charges on behalf of the State Government.
This money is passed directly on to the State Government and does not fund Council services.

Total **$2,879.46**

One Payment in Full **$2,879.46** Due by 15 February 2027

or pay by instalment

To pay over Four Instalment Payments, you must pay your first instalment by 30 September, 2026, otherwise your balance will be due in full by 15 February 2027.

Four Instalment Payments

First Instalment	**$719.46**	Due by 30 September 2026
Second Instalment	**$720.00**	Due by 30 November 2026
Third Instalment	**$720.00**	Due by 28 February 2027
Fourth Instalment	**$720.00**	Due by 31 May 2027

Ten Monthly Payments

$287.95 Due 15th of the month via Direct Debit

From Sept 2026 to June 2027

Contact Council to register for Direct Debit.

Rating Period	1 July 2026 to 30 June 2027
Valuation Date	1 January 2026
Issue Date	19/08/2026

Payment Options

Online or by phone
goldenplains.vic.gov.au/payment
Phone: 5220 7111 Ref: **30750020**

Direct Debit
Call 5220 7111 for an application form

Biller Code:**35238** Ref: **1307500200**
BPAY® this payment is via internet or phone banking.

In Person Pay by cheque, cash or EFTPOS (including credit card) at a Council Customer Hub: 2 Pope St, Bannockburn or 19 Heales St, Smythesdale.

Mail Post cheque and payment slip to PO Box 111, Bannockburn Vic 3331

Post Billpay

In store at Australia Post, online at auspost.com.au/postbillpay or call 13 18 16

Billpay Code:**2335**
Ref: **1307500200**
Property No: **30750020**
Property Address: **233 Byrne Road Meredith VIC 3333**

Full Payment
$2,879.46
*2335 1307500200

Or First Instalment
$719.46
*2335 1307500200

For more information about your Council rates, the State Government's ESVF, and how to pay: Scan the QR Code.

Receive your Rate Notices via email
goldenplains.enotices.com.au
Reference No: AC5F91CC3Z