


This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the Vendor's legal obligation to give certain statements and documents to a Purchaser before the Purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 1 October 2014.

# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature. The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

<b>Land</b>	<p><b>Lot 2, Walkers Road, Bridge Creek, Vic</b> Being Lot 2 on Plan of Subdivision PS123047 and being the land contained in Certificate of Title Volume 9267 Folio 933</p>	
<b>Vendor's name</b>	Geoffrey Carlyle James and Florence Jean James	<b>Date</b> / /
<b>Vendor's signature</b>	 By their attorneys under power Brian James Pollard & Jaqueline Mary Pollard	
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

## 1. FINANCIAL MATTERS

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

- (a) Are contained in the attached Certificates.
- (b) The purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above.

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.

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

Not applicable.

### 1.3 Terms Contract

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

Not applicable.

### 1.4 Sale Subject to Mortgage

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

Not applicable.

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not applicable.

### 2.2 Owner Builder

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

Not applicable.

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

As set out in the attached copies of title documents.

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

To the best of the Vendors knowledge there is no existing failure to comply with the terms of any easement, covenant, caveat 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.

### 3.2 Road Access

There is access to the property by road.

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act 1993*. A bushfire prone area report is included in the attached Planning Property Report.

### 3.4 Planning Scheme

The required specified information is contained in the attached Planning Property Report.

## 4. NOTICES

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

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

The Vendors are not aware of nor have they received any notices, however the Vendors have no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendors.

**4.2 Agricultural Chemicals**

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

Not applicable.

**4.3 Compulsory Acquisition**

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

Not applicable.

**5. BUILDING PERMITS**

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

Not applicable.

**6. OWNERS CORPORATION**

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

Not applicable.

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

This section only applies if the land is subject to GAIC as defined in the *Planning and Environment Act 1987*.

Not applicable.

**8. SERVICES**

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

Electricity supply <input checked="" type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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It is the Purchaser's sole responsibility to check with the appropriate authorities as to the availability and cost of reconnection to the property of any services the Purchaser requires. The connected services may be disconnected on or before the settlement date and it is the Purchaser's responsibility to pay all costs of and incidental to the transfer or re-connection to the land of the services the Purchaser requires. The Vendor makes no representation that any of the connected services are adequate for the Purchaser's proposed use and the Purchaser should make his own enquiries.

**9. TITLE**

Attached are copies of the following documents:

**9.1 Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that

**SUBDIVISION**

**10.1 Unregistered Subdivision**

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

Not applicable.

**10.2 Staged Subdivision**

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

Not applicable.

### 10.3 Further Plan of Subdivision

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

Not applicable.

## 10. DISCLOSURE OF ENERGY INFORMATION

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

## 11. ATTACHMENTS

Enduring Powers of Attorney dated 5 June 2020 x 2, Register Search Statement, Plan of Land, Land Information Certificate, Land Tax Clearance Certificate, GST Withholding Notification, Planning Property Report, Due Diligence Checklist
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**ENDURING POWER OF ATTORNEY**

This enduring power of attorney is made under Part 3 of the *Powers of Attorney Act 2014* ('the Act') and has effect as a deed under section 81 of the Act.

Name of principal: **GEOFFREY CARLYLE JAMES**

Address of principal: 1185 Mansfield-Whitfield Road, Bridge Creek, Victoria

1. I specify that all previous enduring powers of attorney made by me under the *Instruments Act 1958* and *Powers of Attorney Act 2014* are hereby revoked.

2. I appoint my wife **FLORENCE JEAN JAMES** of 1185 Mansfield-Whitfield Road, Bridge Creek, Victoria to be my attorney and I appoint my nephew **BRIAN JAMES POLLARD** and my nephew's wife **JACQUELINE MARY POLLARD** both of 103 Davies Road, Merrijig, Victoria as alternative attorneys for **FLORENCE JEAN JAMES**.

3. I authorise my attorneys to do anything on my behalf that I can lawfully do by an attorney for both personal and financial matters.

4. The powers under this enduring power of attorney for all matters are exercisable immediately on the making of this enduring power of attorney.

5. The exercise of power under this enduring power of attorney is not subject to any conditions.

Signed by the principal:



**GEOFFREY CARLYLE JAMES**

5/6/2020

Date



**CERTIFICATE OF WITNESSES**

**Witnessed by:**

MEGAN ELIZABETH LAURA KAVANAGH:

**Name of first witness:**

9 HIGH STREET, MANSFIELD, VIC

An Australian legal practitioner

within the meaning of the

Legal Profession Uniform Law (Victoria)

**Address of first witness:**

**Name of second witness:**

Sarah Beatrice Scheluchin

**Address of second witness:**

57 Hunter Street Mansfield

**Each witness certifies that:**

the principal appeared to freely and voluntarily sign this instrument in our presence, and

- (a) at that time, the principal appeared to us to have decision making capacity in relation to making this enduring power of attorney, and
- (b) we are not attorneys under this enduring power of attorney, and
- (c) we are not relatives of the principal or of an attorney under this enduring power of attorney, and
- (d) we are not care workers or accommodation providers for the principal

**SIGNED**

**First Witness**



**Qualification**

SOLICITOR

**Date**

5/6/2020

**Second Witness**

**Signature**



**Date**

5/06/2020

**STATEMENT OF ACCEPTANCE OF APPOINTMENT—**  
**ATTORNEY**

Name of attorney: **FLORENCE JEAN JAMES**

Address of attorney: 1185 Mansfield-Whitfield Road, Bridge Creek, Victoria

I accept my appointment as attorney under this enduring power of attorney and state that:

- I am eligible under Part 3 of the *Powers of Attorney Act 2014* to act as an attorney under an enduring power of attorney; and
- I understand the obligations of an attorney under an enduring power of attorney and under the *Powers of Attorney Act 2014* and the consequences of failing to comply with those obligations; and
- I undertake to act in accordance with the provisions of the *Powers of Attorney Act 2014* that relate to enduring powers of attorney.

Signed

*F. James*

Date

5/6/2020

**Witnessed by:**

MEGAN ELIZABETH LAURA KAVANAGI  
8 HIGH STREET, MANSFIELD, VIC  
An Australian legal practitioner  
within the meaning of the  
Legal Profession Uniform Law (Victoria)

Name of witness:

Address of witness:

I witnessed the signing of the statement of acceptance by the attorney.

Signed

*MEG*

Date

5/6/2020

Whitfield  
our  
ing  
and  
id  
s  
Principal

**STATEMENT OF ACCEPTANCE OF APPOINTMENT—**  
**ALTERNATIVE ATTORNEY**

Name of alternative attorney: **BRIAN JAMES POLLARD**  
Address of alternative attorney: 103 Davies Road, Merrijig, Victoria

I accept my appointment as an alternative attorney under this enduring power of attorney and state that:

- I am eligible under Part 3 of the *Powers of Attorney Act 2014* to act as an attorney under an enduring power of attorney; and
- I understand the obligations of an attorney under an enduring power of attorney and under the *Powers of Attorney Act 2014* and the consequences of failing to comply with those obligations; and
- I undertake to act in accordance with the provisions of the *Powers of Attorney Act 2014* that relate to enduring powers of attorney; and
- I understand the circumstances in which the alternative attorney is authorised to act under the *Powers of Attorney Act 2014*; and
- I am prepared to act in place of the attorney for whom I am appointed if still eligible to act as attorney, when authorised to do so under the *Powers of Attorney Act 2014*.

Signed



Date

13/8/2020

Witnessed by:

Name of witness:

JACQUELINE POLLARD

Address of witness:

103 DAVIES ROAD, MERRIJIG  
VIC.

I witnessed the signing of the statement of acceptance by the alternative attorney.

Signed



Date

13/8/2020

**STATEMENT OF ACCEPTANCE OF APPOINTMENT—**  
**ALTERNATIVE ATTORNEY**

Name of alternative attorney: **JACQUELINE MARY POLLARD**  
Address of alternative attorney: 103 Davies Road, Merrijig, Victoria

I accept my appointment as an alternative attorney under this enduring power of attorney and state that:

- I am eligible under Part 3 of the ***Powers of Attorney Act 2014*** to act as an attorney under an enduring power of attorney; and
- I understand the obligations of an attorney under an enduring power of attorney and under the ***Powers of Attorney Act 2014*** and the consequences of failing to comply with those obligations; and
- I undertake to act in accordance with the provisions of the ***Powers of Attorney Act 2014*** that relate to enduring powers of attorney; and
- I understand the circumstances in which the alternative attorney is authorised to act under the ***Powers of Attorney Act 2014***; and
- I am prepared to act in place of the attorney for whom I am appointed, if still eligible to act as attorney, when authorised to do so under the ***Powers of Attorney Act 2014***.

Signed

  
\_\_\_\_\_

Date

13/8/2020  
\_\_\_\_\_

Witnessed by: 1

Name of witness:

BRIAN POLLARD

Address of witness:

103 DAVIES Rd MERRISIG VIC

I witnessed the signing of the statement of acceptance by the alternative attorney.

Signed

  
\_\_\_\_\_

Date

13/8/2020  
\_\_\_\_\_

DATED 5th June 2020

GEOFFREY CARLYLE JAMES

ENDURING POWER  
OF ATTORNEY

Mal Ryan & Glen  
Legal Practitioners  
PO Box 136  
Mansfield 3724

**ENDURING POWER OF ATTORNEY**

This enduring power of attorney is made under Part 3 of the *Powers of Attorney Act 2014* ('the Act') and has effect as a deed under section 81 of the Act.

Name of principal: **FLORENCE JEAN JAMES**

Address of principal: 1185 Mansfield-Whitfield Road, Bridge Creek, Victoria

1. I specify that all previous enduring powers of attorney made by me under the *Instruments Act 1958* and *Powers of Attorney Act 2014* are hereby revoked.

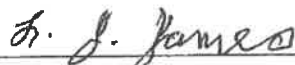
2. I appoint my husband **GEOFFREY CARLYLE JAMES** of 1185 Mansfield-Whitfield Road, Bridge Creek, Victoria to be my attorney and I appoint my nephew **BRIAN JAMES POLLARD** and my nephew's wife **JACQUELINE MARY POLLARD** both of 103 Davies Road, Merrijig, Victoria as alternative attorneys for **GEOFFREY CARLYLE JAMES**.

3. I authorise my attorneys to do anything on my behalf that I can lawfully do by an attorney for both personal and financial matters.

4. The powers under this enduring power of attorney for all matters are exercisable immediately on the making of this enduring power of attorney.

5. The exercise of power under this enduring power of attorney is not subject to any conditions.

Signed by the principal:



**FLORENCE JEAN JAMES**

5/6/2020

Date





**CERTIFICATE OF WITNESSES**

**Witnessed by:**

Name of first witness:

MEGAN ELIZABETH LAURA KAVANAGH  
9 HIGH STREET, MANSFIELD, VIC

An Australian legal practitioner

within the meaning of the

Legal Profession Uniform Law (Victoria)

Address of first witness:

Name of second witness:

Sarah Beatrice Scheluchin

Address of second witness:

57 Hunter Street Mansfield

**Each witness certifies that:**

the principal appeared to freely and voluntarily sign this instrument in our presence, and

- (a) at that time, the principal appeared to us to have decision making capacity in relation to making this enduring power of attorney, and
- (b) we are not attorneys under this enduring power of attorney, and
- (c) we are not relatives of the principal or of an attorney under this enduring power of attorney, and
- (d) we are not care workers or accommodation providers for the principal.

**SIGNED**

First Witness



Qualification

SOLICITOR

Date

5/6/2020

Second Witness

Signature



Date

5/06/2020

**STATEMENT OF ACCEPTANCE OF APPOINTMENT—**  
**ATTORNEY**

Name of attorney: **GEOFFREY CARLYLE JAMES**

Address of attorney: 1185 Mansfield-Whitfield Road, Bridge Creek, Victoria

I accept my appointment as attorney under this enduring power of attorney and state that:

- I am eligible under Part 3 of the ***Powers of Attorney Act 2014*** to act as an attorney under an enduring power of attorney; and
- I understand the obligations of an attorney under an enduring power of attorney and under the ***Powers of Attorney Act 2014*** and the consequences of failing to comply with those obligations; and
- I undertake to act in accordance with the provisions of the ***Powers of Attorney Act 2014*** that relate to enduring powers of attorney.

Signed

G. C. James

Date

5/6/2020

**Witnessed by:**

MEGAN ELIZABETH LAURA KAVANAGH:  
9 HIGH STREET, MANSFIELD, VIC  
An Australian legal practitioner  
within the meaning of the  
Legal Profession Uniform Law (Victoria)

Name of witness:

Address of witness:

I witnessed the signing of the statement of acceptance by the attorney.

Signed

Megan Kavanagh

Date

5/6/2020

**STATEMENT OF ACCEPTANCE OF APPOINTMENT—**  
**ALTERNATIVE ATTORNEY**


Name of alternative attorney: **BRIAN JAMES POLLARD**

Address of alternative attorney: 103 Davies Road, Merrijig, Victoria

I accept my appointment as an alternative attorney under this enduring power of attorney and state that:

- I am eligible under Part 3 of the *Powers of Attorney Act 2014* to act as an attorney under an enduring power of attorney; and
- I understand the obligations of an attorney under an enduring power of attorney and under the *Powers of Attorney Act 2014* and the consequences of failing to comply with those obligations; and
- I undertake to act in accordance with the provisions of the *Powers of Attorney Act 2014* that relate to enduring powers of attorney; and
- I understand the circumstances in which the alternative attorney is authorised to act under the *Powers of Attorney Act 2014*; and
- I am prepared to act in place of the attorney for whom I am appointed, if still eligible to act as attorney, when authorised to do so under the *Powers of Attorney Act 2014*.

Signed



Date

13/8/2020

Witnessed by:

Name of witness:

Jacqueline Pollard

Address of witness:

103 Davies Road, Merrijig  
Vic

I witnessed the signing of the statement of acceptance by the alternative attorney.

Signed



Date

13/8/2020

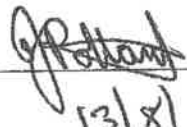
**STATEMENT OF ACCEPTANCE OF APPOINTMENT—**  
**ALTERNATIVE ATTORNEY**

Name of alternative attorney: **JACQUELINE MARY POLLARD**  
Address of alternative attorney: 103 Davies Road, Merrijig, Victoria

**I accept my appointment as an alternative attorney under this enduring power of attorney and state that:**

- I am eligible under Part 3 of the ***Powers of Attorney Act 2014*** to act as an attorney under an enduring power of attorney; and
- I understand the obligations of an attorney under an enduring power of attorney and under the ***Powers of Attorney Act 2014*** and the consequences of failing to comply with those obligations; and
- I undertake to act in accordance with the provisions of the ***Powers of Attorney Act 2014*** that relate to enduring powers of attorney; and
- I understand the circumstances in which the alternative attorney is authorised to act under the ***Powers of Attorney Act 2014***; and
- I am prepared to act in place of the attorney for whom I am appointed, if still eligible to act as attorney, when authorised to do so under the ***Powers of Attorney Act 2014***.

Signed

  
\_\_\_\_\_

Date

13/8/2020

**Witnessed by:**

Name of witness:

BRIAN POLLARD

Address of witness:

103 DAVIES Rd MERRIJIG  
VIC

I witnessed the signing of the statement of acceptance by the alternative attorney.

Signed

  
\_\_\_\_\_

Date

13/8/2020

DATED 5th June 2020

FLORENCE JEAN JAMES

ENDURING POWER  
OF ATTORNEY

Mal Ryan & Glen  
Legal Practitioners  
PO Box 136  
Mansfield 3724

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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 09267 FOLIO 933

Security no : 124106501222F  
Produced 31/05/2023 11:46 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 123047.  
PARENT TITLE Volume 09023 Folio 875  
Created by instrument LP123047 10/05/1978

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
GEOFFREY CARLYLE JAMES  
FLORENCE JEAN JAMES both of BRIDGE CREEK MANSFIELD  
H556402 11/06/1979

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE LP123047 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: "ANGORA GOAT STUD" 1185 MANSFIELD-WHITFIELD ROAD BRIDGE CREEK  
VIC 3723


DOCUMENT END

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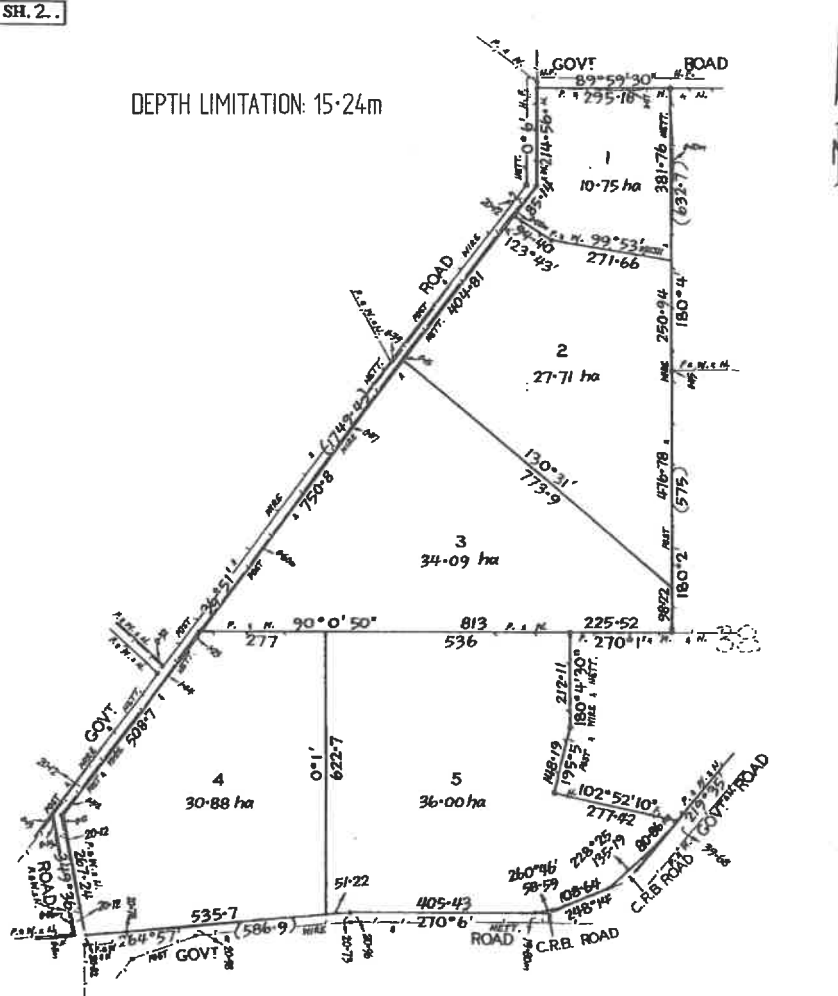
**LP123047**  
**EDITION 1**  
 APPROVED 14/9/77

PLAN OF SUBDIVISION OF PART OF CROWN ALLOTMENT 39 SECTION A PARISH OF DUERAN COUNTY OF DELATITE SCALE  LENGTHS ARE IN METRES	ENCUMBRANCES & OTHER NOTATIONS	APPROPRIATIONS
	FOR DATUM AND REFERENCE MARKS SEE COPY OF FIELDNOTES.	

V. 9023 F. 875

LITHO SH. 2.

DEPTH LIMITATION: 15.24m



# LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989  
Tax Invoice - ABN 74566834923  
Email: rates@mansfield.vic.gov.au



Mansfield Shire

**APPLICANT'S NAME & ADDRESS**  
LANDATA  
Po Box 500  
EAST MELBOURNE VIC 3002

**CERTIFICATE NO:** 13744  
**YOUR REF:** 69116159-013-6  
**ISSUE DATE:** 06/06/2023

This certificate provides information regarding, valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or bylaw of the Council. This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from Council, or the relevant authority. A fee may be charged for such information.

**ASSESSMENT NO:** A7717 **LOCATION:** 1185 MANSFIELD WHITFIELD ROAD BRIDGE CREEK 3723

**PROPERTY DESCRIPTION:** L2 PS 123047 C38 PP

**AREA:** 195.5000 ha **PARISH:** DUERAN **AVPCC:** 530 Primary Production

**OWNER(S) AS PER RATE BOOK:** FLORENCE JEAN JAMES  
GEOFFREY CARLYLE JAMES

## PROPERTY VALUATIONS AS AT JANUARY 2022 LEVELS: (Operative Date 01/01/2022)

Net Annual Value \$ 116,000 Capital Improved Value \$ 2,320,000 Site Value \$ 2,030,000

## RATES & CHARGES FOR THE YEAR ENDING 30<sup>TH</sup> JUNE 2023

	LEVIED	ARREARS	BALANCE OWING
Rates	\$2,794.09	\$0.00	\$0.00
Municipal Charge	\$330.00	\$0.00	\$0.00
Garbage Charge	\$259.75	\$0.00	\$0.00
Recycle Charge	\$154.84	\$0.00	\$0.00
Community Waste	\$81.31	\$0.00	\$0.00
Rates Notice print/post fee	\$4.40	\$0.00	\$0.00
Fire Services Property Levy	\$632.40		\$0.00
<b>O/S DEBTORS BALANCE</b>			<b>\$</b>
<b>TOTAL RATES &amp; CHARGES</b>	<b>\$4,256.79</b>	<b>\$ 0.00</b>	<b>\$0.00</b>

**PLEASE NOTE:**  
IN ACCORDANCE WITH SEC. 175(1) OF THE LOCAL GOVERNMENT ACT 1989, THE PURCHASER MUST PAY ALL OUTSTANDING RATES AND CHARGES ON THE DUE DATE FOR PAYMENT, OR IF THAT HAS PASSED, IMMEDIATELY AFTER THE PURCHASER BECOMES THE OWNER.

## ADDITIONAL RATE INFORMATION:

**TOTAL RECEIPTS YTD:** \$ 4256.79



**Biller Code 258848**

**Bpay Reference: 1000077170**

This property may have a septic tank system that needs to be assessed and maintained on an ongoing basis and in time, upgraded. The system may be in contravention of current legislation - for specific information or advice contact Council's Environmental Health Officer.

I hereby certify that as at the date of issue, the information given in this certificate is a true and correct disclosure of the rates and other monies and interest payable to Mansfield Shire together with any notices or orders referred to in this certificate. Received the sum of \$27.40 fee. Checked By: Kristine Bretherton

AUTHORISED OFFICER

High Country, Lakes and Rivers

ABN 74 566 834 923



mansfield.vic.gov.au

03 5775 8555

33 Highett Street, Mansfield VIC 3722

council@mansfield.vic.gov.au

TTY 133 677

Private Bag 1000, Mansfield VIC 3724

# Property Clearance Certificate

## Taxation Administration Act 1997



INFOTRACK / MAL RYAN & GLEN

Your Reference: 2301967E

Certificate No: 65587247

Issue Date: 05 JUN 2023

Enquiries: ESYSPROD

Land Address: 1185 MANSFIELD-WHITFIELD ROAD BRIDGE CREEK VIC 3723

Land Id	Lot	Plan	Volume	Folio	Tax Payable
3075771	2	123047	9267	933	\$0.00

Vendor: FLORENCE JEAN JAMES & GEOFFREY CARLYL JAMES

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR GEOFFREY CARLYLE JAMES	2023	\$2,030,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence. Property is exempt: LTX primary production land.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$2,320,000
SITE VALUE:	\$2,030,000
AMOUNT PAYABLE:	\$0.00

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

Certificate No: 65587247

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$12,940.00

Taxable Value = \$2,030,000

Calculated as \$9,375 plus ( \$2,030,000 - \$1,800,000 )  
multiplied by 1.550 cents.

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## Property Clearance Certificate - Payment Options

**BPAY**



Biller Code: 5249  
Ref: 65587247

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 65587247

**Visa or Mastercard**

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

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

**Vendor/Supplier GST Withholding Notice**

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

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**NOTICE TO PURCHASER**

**Property: 1185 Mansfield-Whitfield Road, Bridge Creek, Vic**

**Vendors: Geoffrey Carlyle James and Florence Jean James**

The above Vendors are not registered for GST for the purposes of furthering an enterprise therefore the purchaser is not required to withhold GST.

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

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 05 June 2023 12:12 PM

## PROPERTY DETAILS

Address: **1185 MANSFIELD-WHITFIELD ROAD BRIDGE CREEK 3723**

Crown Description: **More than one parcel - see link below**

Standard Parcel Identifier (SPI): **More than one parcel - see link below**

Local Government Area (Council): **MANSFIELD** [www.mansfield.vic.gov.au](http://www.mansfield.vic.gov.au)

Council Property Number: **A7717**

Planning Scheme: **Mansfield** [Planning Scheme - Mansfield](#)

Directory Reference: **Vicroads 48 C9**

This property has 2 parcels. For full parcel details get the free Property report at [Property Reports](#)

## UTILITIES

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

Urban Water Corporation: **Goulburn Valley Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**

Legislative Assembly: **EILDON**

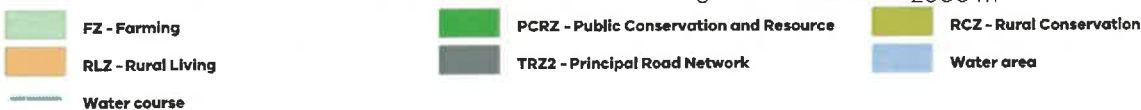
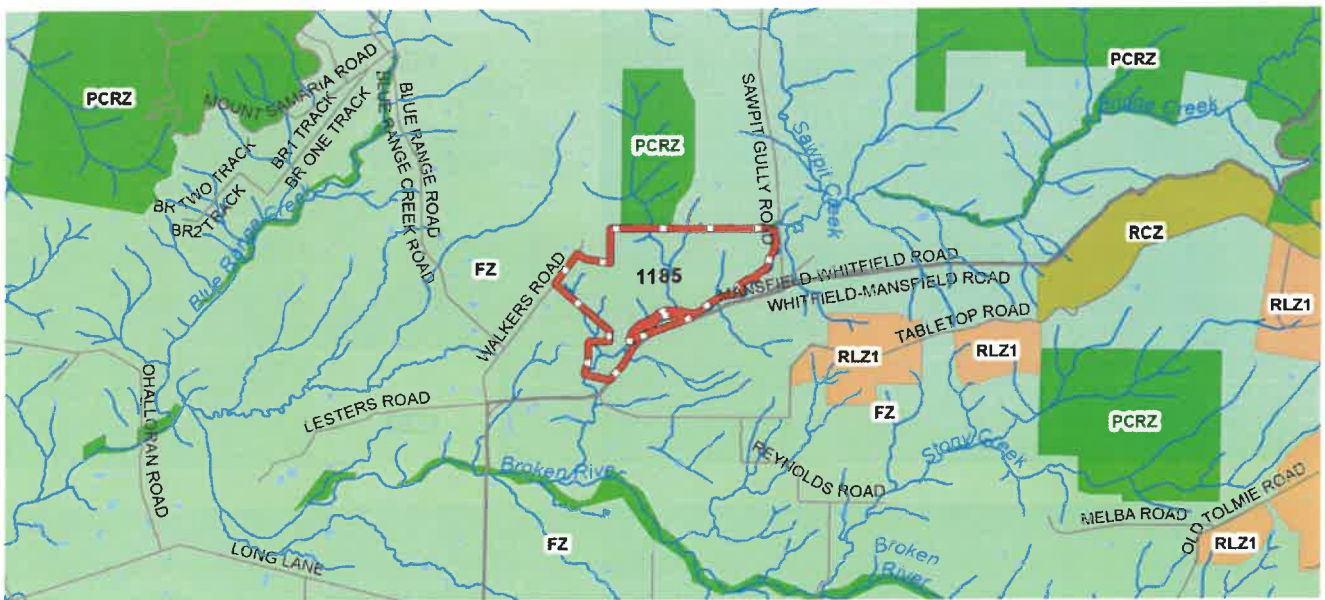
## OTHER

Registered Aboriginal Party: **Taungurung Land and Waters Council Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[FARMING ZONE \(FZ\)](#)  
[SCHEDULE TO THE FARMING ZONE \(FZ\)](#)



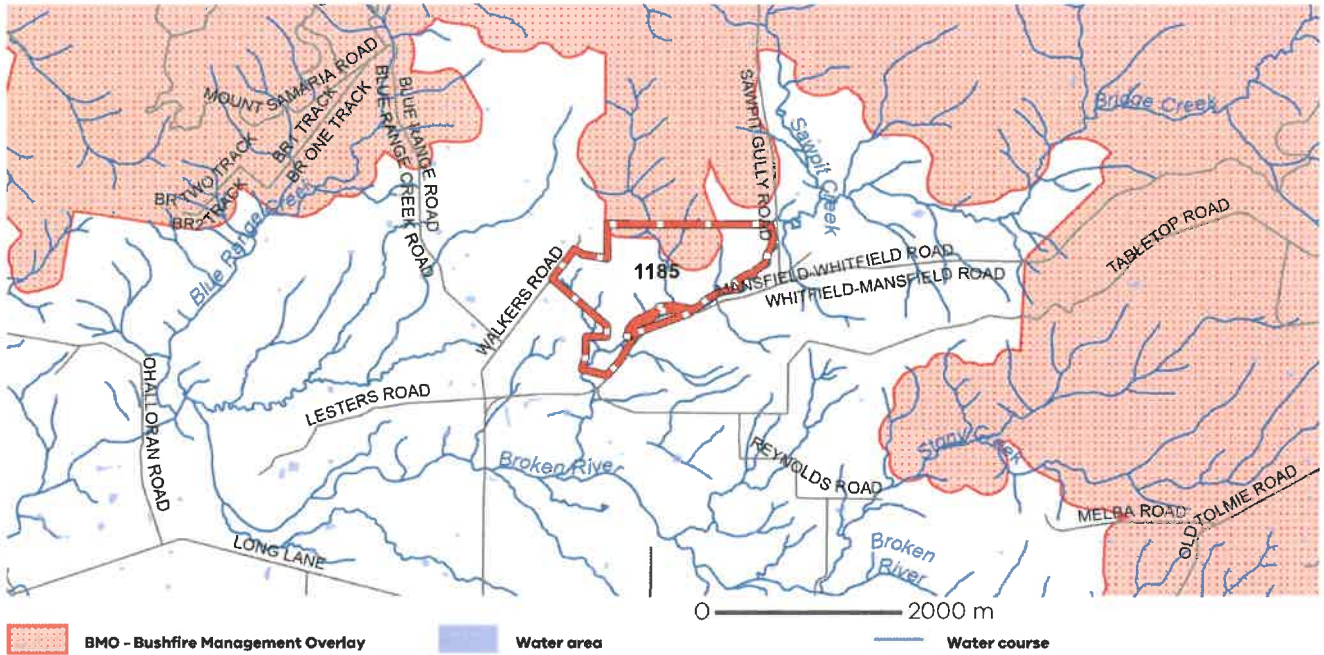
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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 Read the full disclaimer at <https://www.dclwv.vic.gov.au/disclaimer>

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

## Planning Overlays

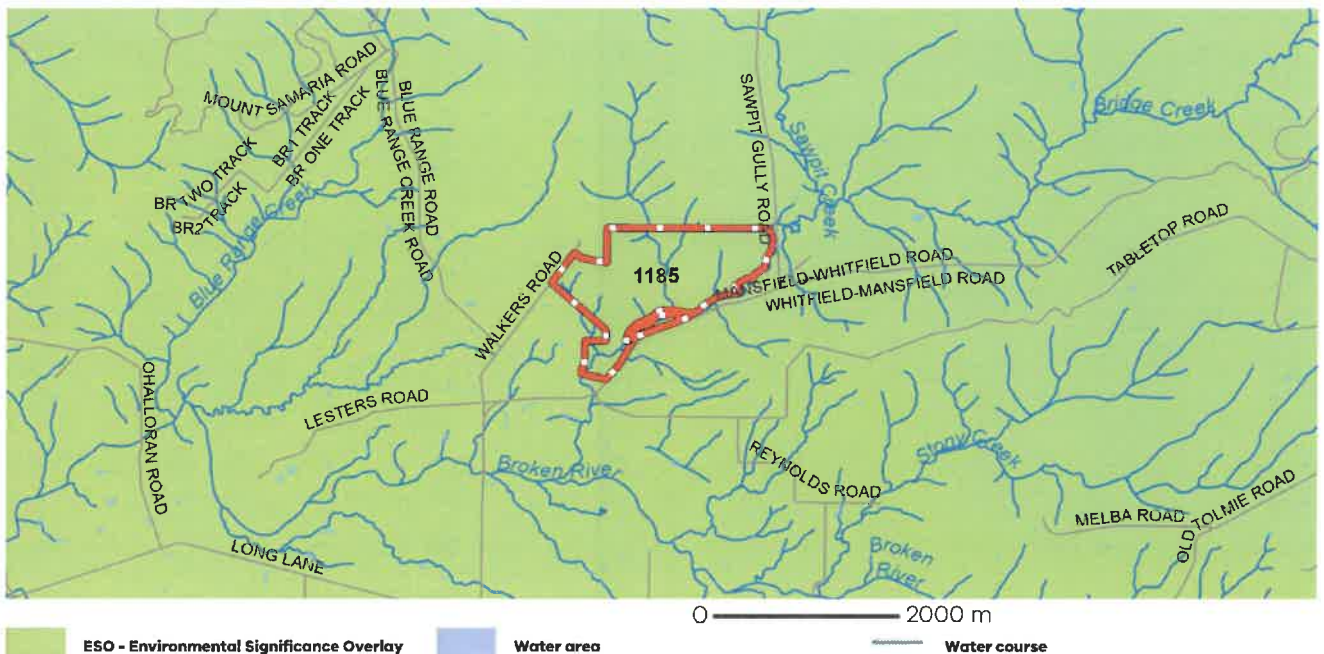
### BUSHFIRE MANAGEMENT OVERLAY (BMO)



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 2 (ESO2)



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

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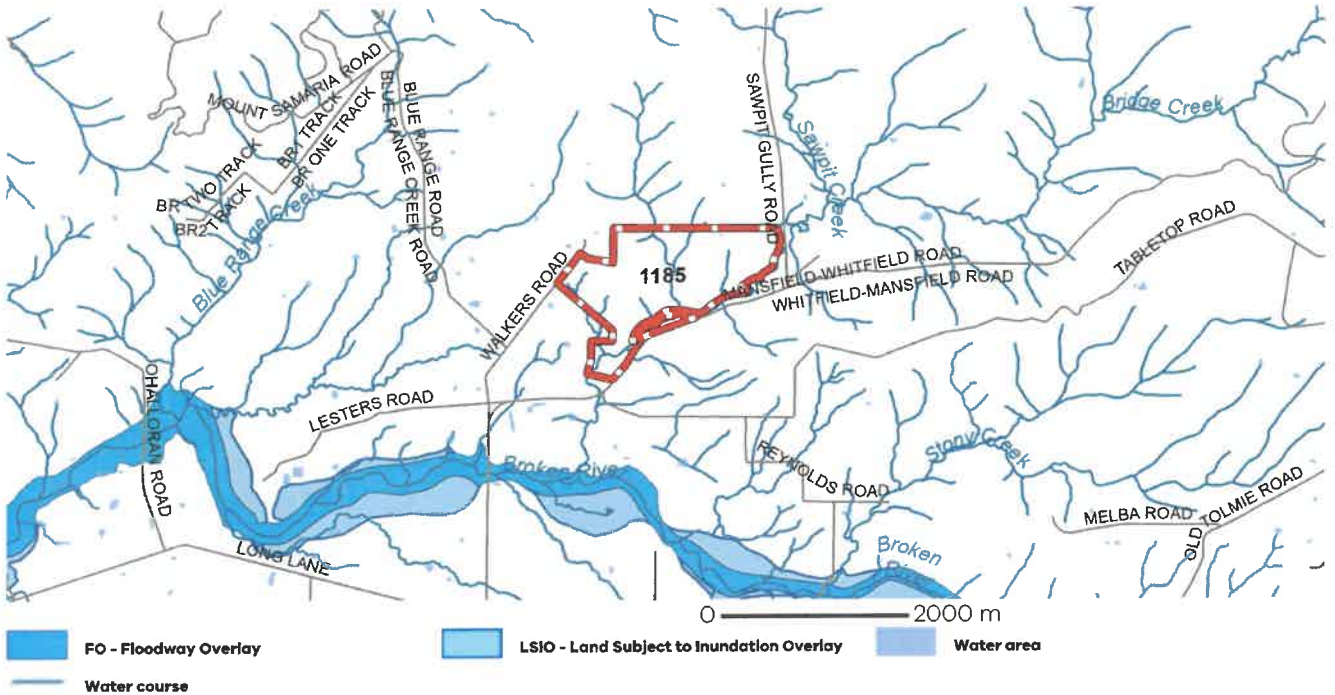
## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

FLOODWAY OVERLAY (FO)

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

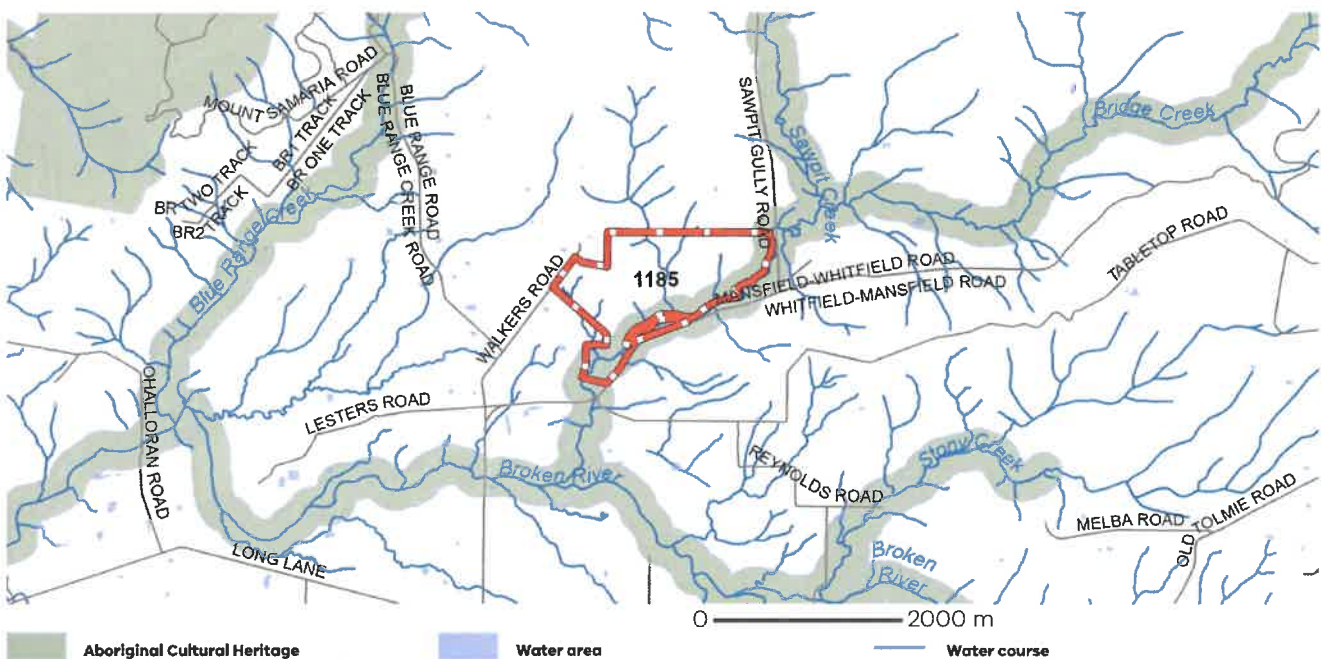
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



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## Further Planning Information

Planning scheme data last updated on 1 June 2023.

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

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

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

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

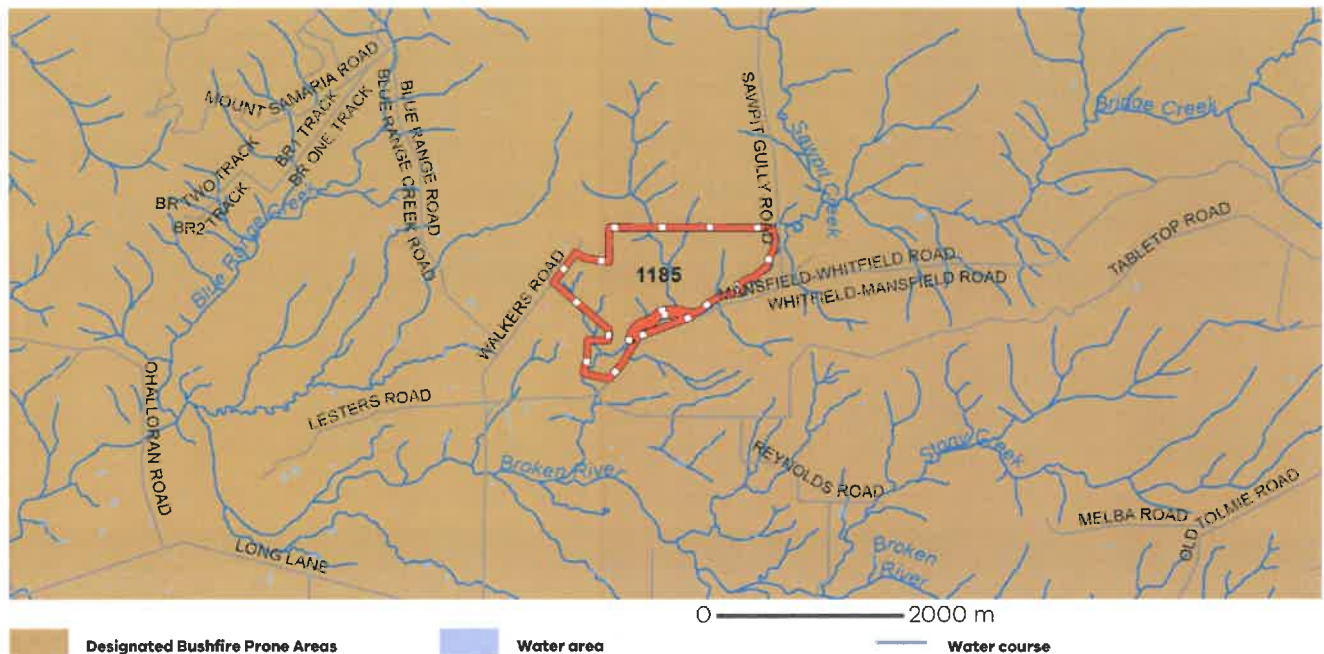
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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

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

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

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# Due Diligence Checklist



What you need to know before buying a residential property

Before buying 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](http://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 on or on the land in the future.

### **Land boundaries**

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

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

### **Planning controls**

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

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

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

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

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

### **Safety**

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

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

### **Building permits**

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

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

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

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

### **Utilities and essential services**

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

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

### **Buyers' rights**

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

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



**GEOFFREY CARLYLE JAMES AND FLORENCE JEAN JAMES**

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**VENDOR STATEMENT**

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**Property: Lot 2 Walkers Road, Bridge Creek, Vic**

**MR&G**

**MAL RYAN GLEN**  
LAWYERS AND CONVEYANCERS

9 High Street, Mansfield VIC 3722

PO Box 136, Mansfield VIC 3724

Telephone: 03 5775 2744

Fax: 03 5775 1395

Email: [megan@malryanglen.com.au](mailto:megan@malryanglen.com.au)

Ref: MK:2301967E