

# Vendor Statement

4 Heyington Place, Kennington 3550

2 May 2024

[MOF:CRS:240504]



O'FARRELL ROBERTSON  
MCMAHON LAWYERS

Level 1, 35 Queen St.,  
Bendigo Victoria

PO Box 1111  
Bendigo 3552

📞 03 5445 1000  
🌐 ofrm.com.au

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 30 October 2018.



## Vendor Statement

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### Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included. Delete as appropriate wherever an asterisk (\*) appears. "Nil" may be written in any of the rectangular boxes if appropriate.

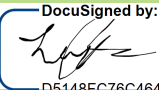
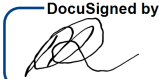
Additional information may be added to section 13 where there is insufficient space.

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>	<b>4 Heyington Place, Kennington 3550</b>
-------------	---

<b>+ Vendor's name</b>	Lachlan Scott Ritchie	<b>Date</b> 06 May 2024
<b>+ Vendor's signature</b>	DocuSigned by:  D5148FC76C46458...	
<b>+ Vendor's name</b>	Megan Louise Ritchie	<b>Date</b> 06 May 2024
<b>+ Vendor's signature</b>	DocuSigned by:  9C64B7FB69AC4B3...	

<b>+ Purchaser's name</b>		<b>Date</b>
<b>+ Purchaser's signature</b>		
<b>+ Purchaser's name</b>		<b>Date</b>
<b>+ Purchaser's signature</b>		

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### 1. FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$4,500.00
------------

### 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.

(a) Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

OR

(b) Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

NOT APPLICABLE
----------------

#### 2.2 Owner-Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

(a) Attached is a copy or extract of any policy of insurance required under the *Building Act 1993*.

OR

(b) Particulars of any required insurance under the Building Act 1993 are as follows:

NOT APPLICABLE
----------------

*Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.*

### 3. LAND USE

#### 3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -  
Is in the attached copies of title document/s.

#### 3.2 Road Access

There is NO access to the property by road if the square box is marked with an "X"

#### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act 1993* if the square box is marked with an "X"

#### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

**4. NOTICES**

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

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

Are contained in the attached certificates and/or statements.

OR

Are as follows:

NONE TO THE VENDORS KNOWLEDGE

**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:

NONE TO THE VENDORS KNOWLEDGE

**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:

NONE TO THE VENDORS KNOWLEDGE

**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):

Are contained in the attached certificate.

OR

Are as follows:

NOT APPLICABLE

**6. SERVICES**

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

Electricity supply  Gas supply  Water supply  Sewerage  Telephone services

**7. TITLE**

Attached are copies of the following documents:

**7.1 (a) Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the "diagram location" in that statement which identifies the land and its location.

**8. DUE DILIGENCE CHECKLIST**

*(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)*

## 9. ATTACHMENTS

*(Any certificates, documents and other attachments may be annexed to this section 9)*

*(Additional information may be added to this section 9 where there is insufficient space in any of the earlier sections)*

*(Attached is a Law Institute of Victoria published "Additional Vendor Statement" if section **Error! Reference source not found.** (Terms Contract) or section **Error! Reference source not found.** (Sale Subject to Mortgage) applies)*

- 9.1 Register Search Statement
- 9.2 Plan
- 9.3 Mine Hazard & Subsidence Report
- 9.4 Property Report
- 9.5 Planning Property Report
- 9.6 Bushfire Prone Area Report
- 9.7 Sewer Plan
- 9.8 Rates Notice
- 9.9 Due diligence checklist

## Due diligence checklist

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

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

### Urban living

#### Moving to the inner city?

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

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

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

### Growth areas

#### Are you moving to a growth area?

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

### Flood and fire risk

#### Does this property experience flooding or bushfire?

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

### Rural properties

#### Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
  - (04/10/2016)  
consumer.vic.gov.au/duediligencechecklist



- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

## Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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



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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 09326 FOLIO 561

Security no : 124114733385B  
Produced 06/05/2024 05:09 PM

LAND DESCRIPTION

Lot 22 on Plan of Subdivision 125765.  
PARENT TITLE Volume 09307 Folio 266  
Created by instrument LP125765 09/05/1979

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
LACHLAN SCOTT RITCHIE  
MEGAN LOUISE RITCHIE both of 4 HEYINGTON PLACE KENNINGTON VIC 3550  
AU318426W 07/05/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU318427U 07/05/2021  
BENDIGO AND ADELAIDE BANK LTD

COVENANT H496804 27/04/1979

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 LP125765 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: 4 HEYINGTON PLACE KENNINGTON VIC 3550

ADMINISTRATIVE NOTICES

NIL

eCT Control 18057S BENDIGO BANK  
Effective from 07/05/2021

DOCUMENT END

**LP125765**  
**EDITION 3**  
 APPROVED 20/2/78

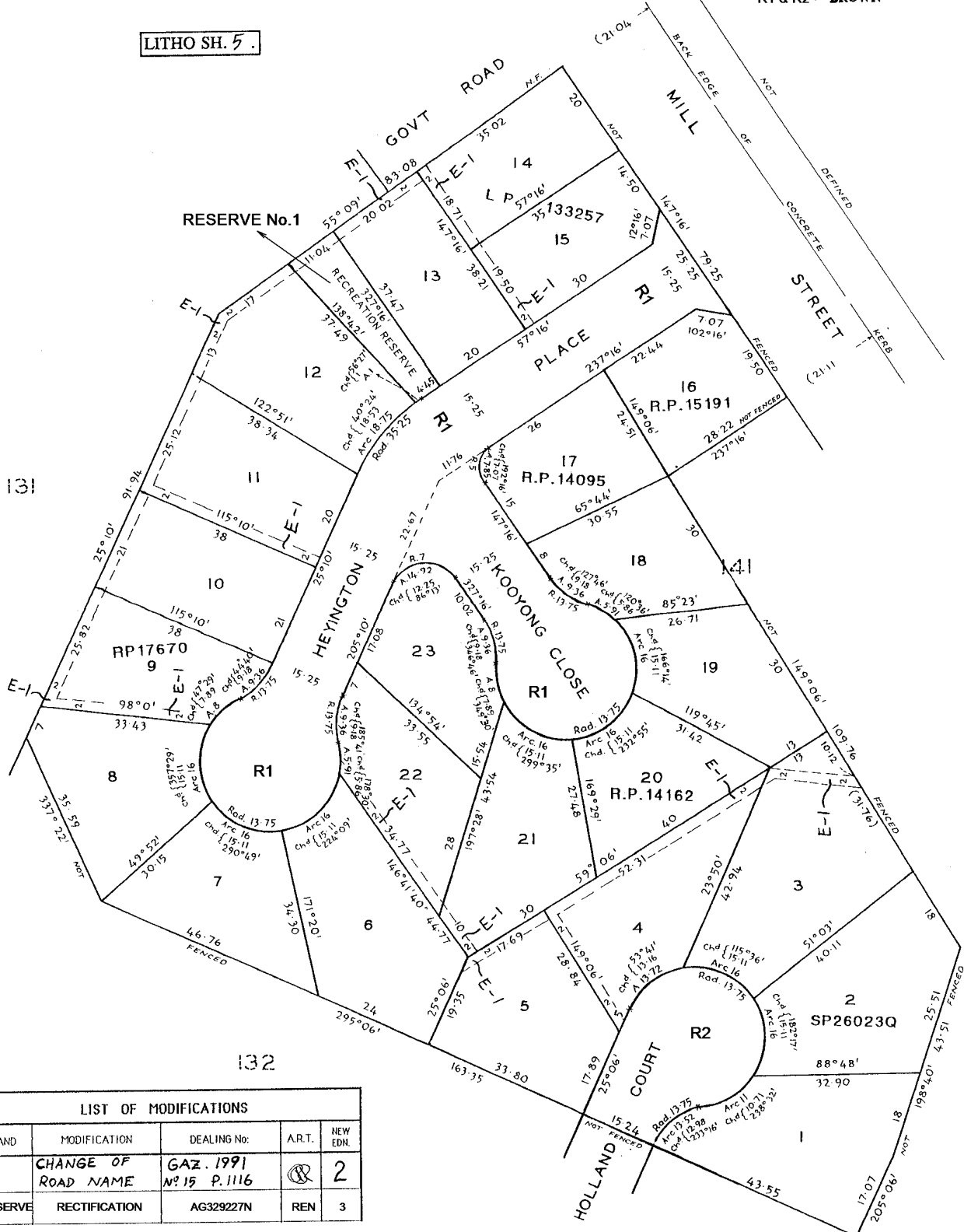
PLAN OF SUBDIVISION OF  
 PART OF CROWN ALLOTMENT 141  
 PARISH OF SANDHURST  
 COUNTY OF BENDIGO  
 LENGTHS ARE IN METRES

APPROPRIATIONS	NOTATIONS
BLUE - DRAINAGE	FOR REFERENCE MARKS SEE FIELDNOTES.
BROWN - WAY AND DRAINAGE	

V. 8856 F.337

LITHO SH. 5

**COLOUR CONVERSION**  
 E-1 = BLUE  
 R1 & R2 = BROWN



LIST OF MODIFICATIONS				
LAND	MODIFICATION	DEALING No.	A.R.T.	NEW EDN.
	CHANGE OF ROAD NAME	GAZ. 1991 Nº 15 P. 1116	Ⓢ	2
RESERVE	RECTIFICATION	AG329227N	REN	3

H496804

REGD

H496804

\*\*\*43.00 G RT T

\$43

\*1-77 887233- APR27-79

EVERY & EVERY

SOLICITORS

BENDIGO

VICTORIA

CT

TO ISSUE TO

Every & Every

TRANSFER OF LAND

18125765

\$183.75  
M

INLAND SECURITIES PTY. LIMITED of 51 Bull Street, Bendigo being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500.00) paid to it by ALAN JAMES BELL Builder and THELMA ANN BELL Married Woman both of 261 High Street, Kangaroo Flat DO HEREBY TRANSFER to the said ALAN JAMES BELL and THELMA ANN BELL all its estate and interest in ALL THAT piece of land being Lot 22 on Plan of Sub-Division No. 125765 and being part of the land more particularly described in Certificate of Title Volume 9307 Folio 266, and the said Alan James Bell and Thelma Ann Bell jointly and severally for themselves their heirs executors administrators and assigns the registered proprietor for the time being of the land hereby transferred and of every part thereof DO HEREBY and as separate covenants covenant with the said Inland Securities Pty.Limited and its successors and other the registered proprietors for the time being of the land comprised in the said Plan of Sub-Division and every part or parts thereof (other than the land hereby transferred) as follows:-

- (a) That not more than one main building, or alternatively one brick pair, or not more than two units, erected pursuant to the Strata Titles Act, being for the sole purpose of residence, together with the usual outbuildings shall be erected on the said lot.
- (b) That the outer walls of any main building or garage erected on the said lot shall not be constructed of other than weatherboard, brick including mudbrick, antique brick, or of brick veneer or stone.
- (c) That no shed erected on the said lot shall have a floor area greater than nine square metres <sup>or</sup> a roof height higher than the main building.
- (d) That no garage shed or other similar outbuildings

APR 27 1979 3 53 09 PM 34076

LD 101 \*\*\*430775

A memorandum of the within instrument has been entered in the Register Book.



DH496804-1-5



Handwritten signature/initials

erected on the said lot and no caravan tent or other movable accommodation shall be used for living or residential accommodation.

and the Transferees agree that such of the foregoing restrictive covenants shall be noted upon and appear on every future Certificate of Title for such land and or any part or parts thereof as an encumbrance affecting the same.

DATED the 3rd day of April One thousand Nine hundred and Seventy-Nine.

THE COMMON SEAL of INLAND )  
SECURITIES PTY. LIMITED was )  
hereunto affixed in accordance )  
with the Company's Articles of )  
Association in the presence of )

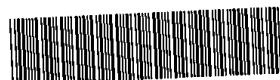


[Signature] Director  
.....  
[Signature] Secretary  
.....

SIGNED in Victoria by the said) x Alan J Bell  
ALAN JAMES BELL and THELMA ANN) J. J. Bell  
BELL in the presence of: ) x Jeanie Austin

ENCUMBRANCES REFERRED TO:

As to the land coloured blue on the said Plan of Sub-Division the easements affecting the same.



DH496804-2-2

To The Registrar of Titles,

Please register this transfer and on registration issue transferees' title to lodging party, parent title (if any) to A.N.Z. Banking Group.



Dated

1979

INLAND SECURITIES PTY.

LIMITED

to

ALAN JAMES BELL

and

THELMA ANN BELL

TRANSFER OF LAND

Every & Every,  
Solicitors,  
V.P.C. Building,  
Bull Street,  
Bendigo. 3550.

1/2354/JN

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 02 May 2024 09:25 AM

## PROPERTY DETAILS

Address: **4 HEYINGTON PLACE KENNINGTON 3550**

Lot and Plan Number: **Lot 22 LP125765**

Standard Parcel Identifier (SPI): **22\LP125765**

Local Government Area (Council): **GREATER BENDIGO**

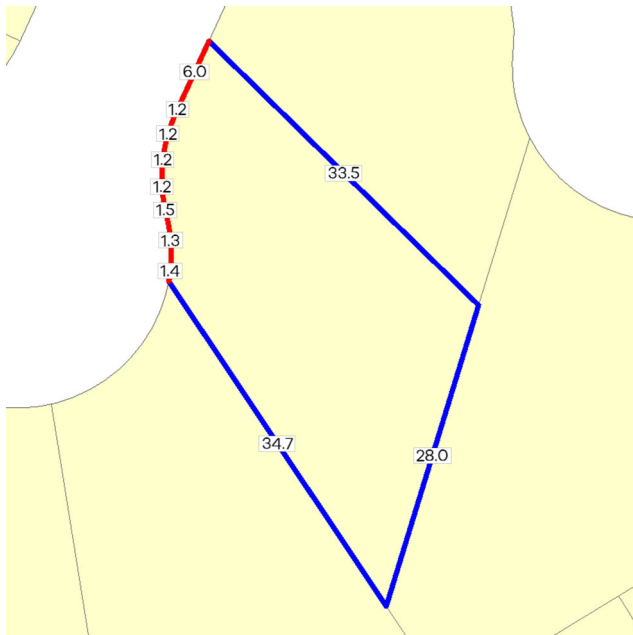
Council Property Number: **195600**

Directory Reference: **Vicroads 608 C7**

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

## SITE DIMENSIONS

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



**Area:** 701 sq. m

**Perimeter:** 119 m

For this property:

— Site boundaries

— Road frontages

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

8 overlapping dimension labels are not being displayed

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

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

## UTILITIES

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

Urban Water Corporation: **Coliban Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**

Legislative Assembly: **BENDIGO EAST**

## PLANNING INFORMATION

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

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

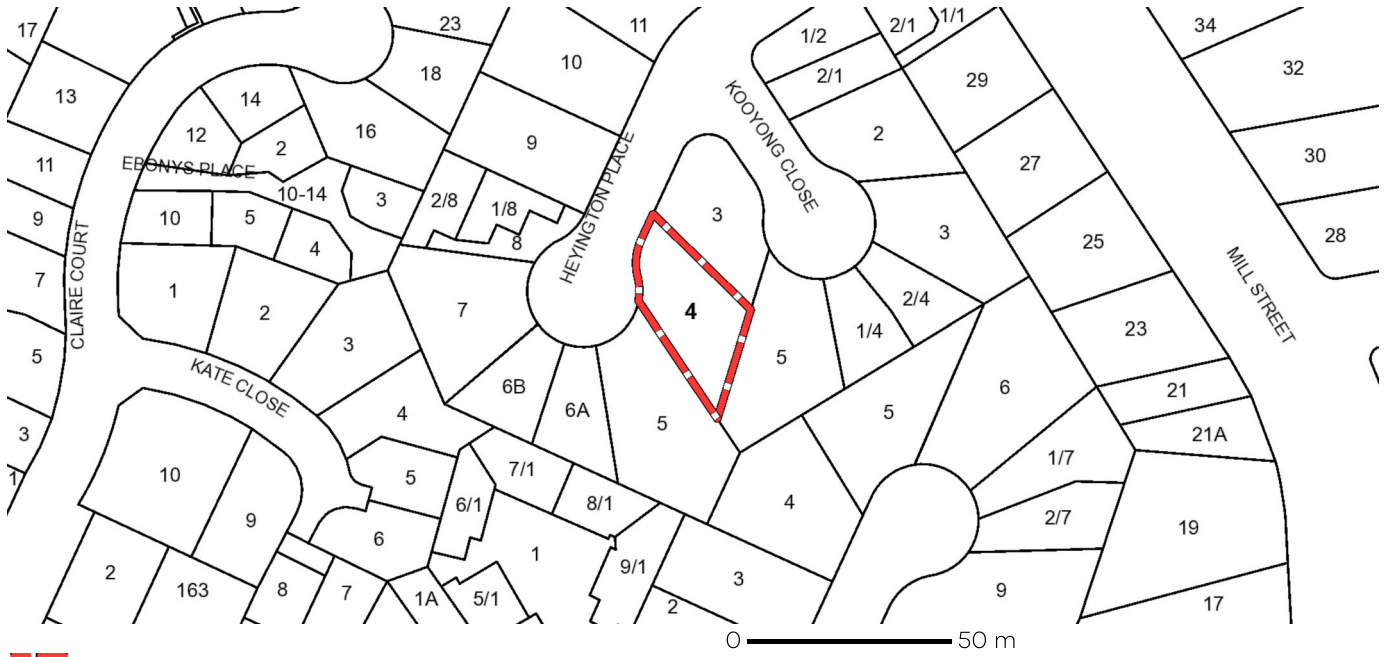
Planning Property Reports can be found via these two links

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

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

# PROPERTY REPORT

## Area Map



 Selected Property



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 02 May 2024 09:25 AM

## PROPERTY DETAILS

Address: **4 HEYINGTON PLACE KENNINGTON 3550**  
 Lot and Plan Number: **Lot 22 LP125765**  
 Standard Parcel Identifier (SPI): **22\LP125765**  
 Local Government Area (Council): **GREATER BENDIGO**  
 Council Property Number: **195600**  
 Planning Scheme: **Greater Bendigo**  
 Directory Reference: **Vicroads 608 C7**

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

[Planning Scheme - Greater Bendigo](#)

## UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**  
 Urban Water Corporation: **Coliban Water**  
 Melbourne Water: **Outside drainage boundary**  
 Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
 Legislative Assembly: **BENDIGO EAST**

## OTHER

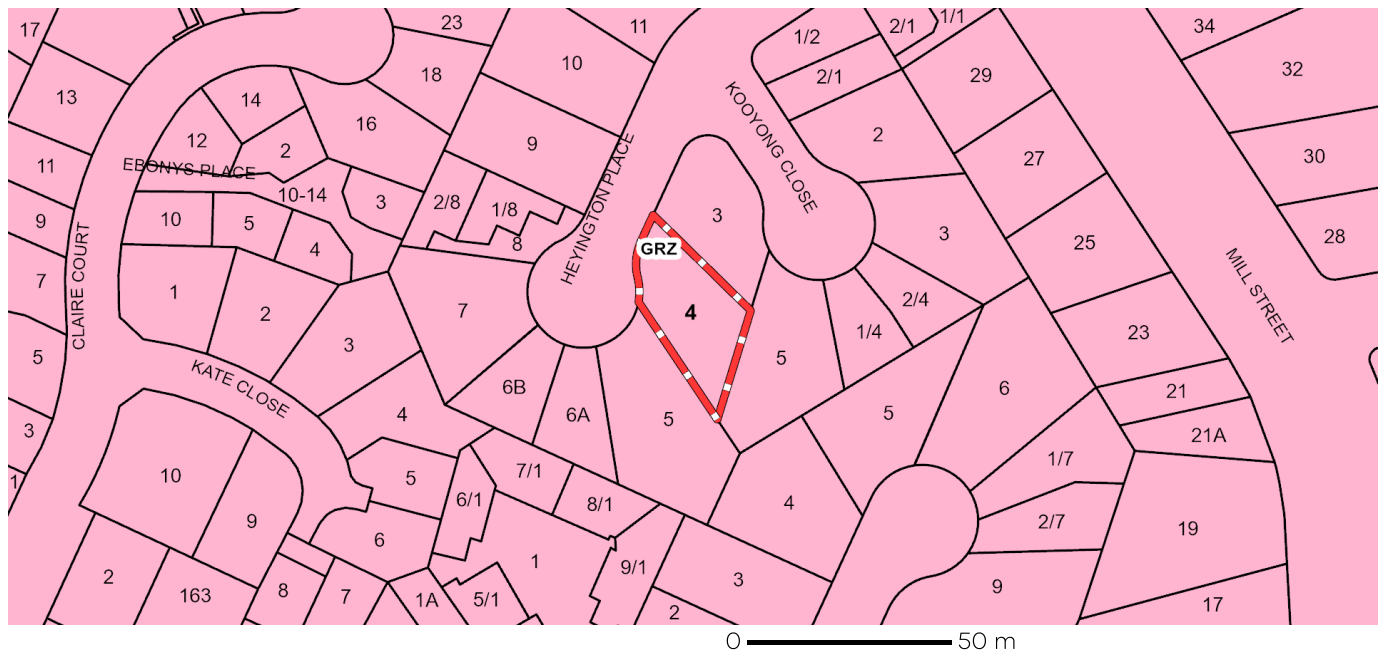
Registered Aboriginal Party: **Dja Dja Wurrung Clans Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[SCHEDULE TO THE GENERAL RESIDENTIAL ZONE \(GRZ\)](#)



**GRZ - General Residential**

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

## Planning Overlays

No planning overlay found

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 Read the full disclaimer at <https://www.delwp.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 PROPERTY REPORT

## Further Planning Information

Planning scheme data last updated on 7 December 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>

# PLANNING PROPERTY REPORT

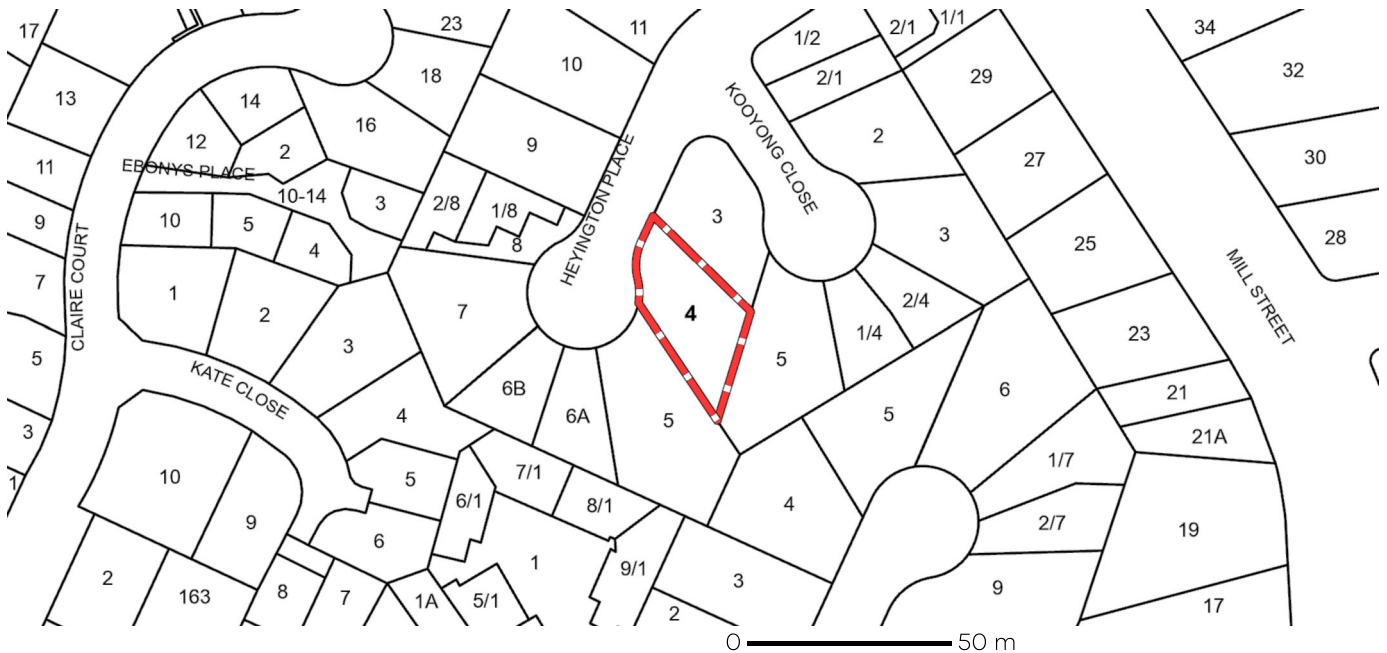
## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.**

**No special bushfire construction requirements apply. Planning provisions may apply.**

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

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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).



# HISTORIC MINING ACTIVITY Form No. 692

---

02 May, 2024

**Property Information:**

Address: 4 HEYINGTON PLACE KENNINGTON 3550

**It is advised that:**

Our records do not indicate the existence of any mining activity on or under this site, but the site is within an area of past prospecting or mining activity. Note that there may be unrecorded mine workings present. (3)

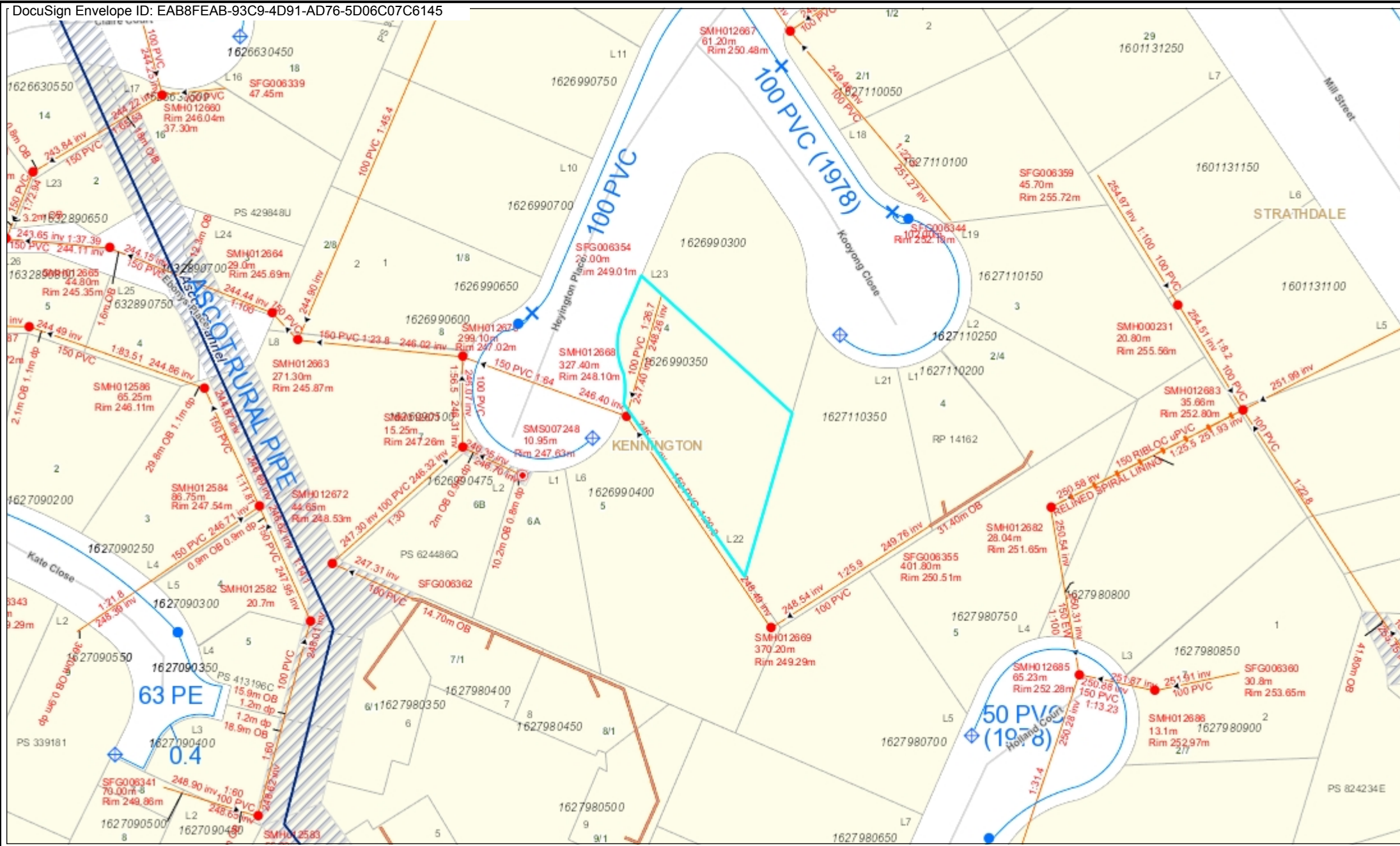
NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons accessing it undertake responsibility for assessing the relevance and accuracy of its content.

The State of Victoria and its officers, agents or employees do not guarantee that the work is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this work.

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**For queries, contact:**

Department of Energy, Environment and Climate Action  
E-mail: [gsv\\_info@deeca.vic.gov.au](mailto:gsv_info@deeca.vic.gov.au)



Disclaimer with respect to the information provided:  
 Coliban Water makes no representation or warranty regarding the accuracy or completeness of the information in this document. Coliban Water further accepts no responsibility for any omissions or inaccuracies that may exist, and disclaims all liability for any loss or damage which may arise directly or indirectly from reliance on the information in this document, whether or not that loss is caused by any negligence on the part of Coliban Water or its employees.

Coliban Region Water Corporation

4 HEYINGTON PLACE  
 KENNINGTON 3550



Scale: 1: 800 (A4)



Date: 02/05/2024



City of Greater Bendigo  
 PO Box 733, Bendigo VIC 3552  
 ABN 74 149 638 164



# Rates and valuation notice

For the period 1 July, 2023 to 30 June, 2024



033 07535

L S Ritchie and M L Ritchie  
 4 Heyington PI  
 KENNINGTON VIC 3550

Internal use only



## Tax invoice

Assessment no. **90219 7**

Date of issue **31 July 2023**

## Rate enquiries

8.30am to 5pm, Monday to Friday

Website [www.bendigo.vic.gov.au/rates](http://www.bendigo.vic.gov.au/rates)

Email [ratesenquiries@bendigo.vic.gov.au](mailto:ratesenquiries@bendigo.vic.gov.au)

Phone 1300 002 642

Property 4 Heyington Place, KENNINGTON 3550

Property owner L S Ritchie & M L Ritchie

Legal description Lot 22 LP 125765

Valued as at	<b>01/01/2023</b>	Total GST	<b>\$0.00</b>
Capital Improved Value	<b>\$690,000</b>	Date declared	<b>22/05/2023</b>
Site value	<b>\$410,000</b>	Notice issued	<b>31/07/2023</b>
Net Annual Value	<b>\$34,500</b>	FSPL Classification	<b>Residential</b>
		AVPCC	<b>110.3</b>

Particulars of rates/charges	Charges	Rateable value	Amount
General Rate	0.00271882	690,000	\$1,875.95
General Waste & Landfill Charge - 140L Bin	\$213.00	1	\$213.00
Recyclable Waste Charge	\$113.00	1	\$113.00
Organic Waste Charge	\$101.00	1	\$101.00
Victorian Fire Services Levy - Residential Discount	\$125 + (0.000046 x \$690,000)		\$156.70 -\$34.60

### OPTION 1

Pay **FOUR** INSTALMENTS.  
 First instalment by  
**2 Oct, 2023.**

To qualify for instalments, the first must be paid in full and on time **\$614.00**

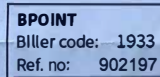
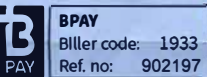
Second by 30 Nov, 2023 **\$614.00**  
 Third by 28 Feb, 2024 **\$614.00**  
 Fourth by 31 May, 2024 **\$617.65**

### OPTION 2

Pay in **FULL EARLY**  
 by **2 Oct, 2023**  
 and receive a **\$2,425.05**  
**1.5% discount.**

### OPTION 3

Pay in **FULL** by  
**15 Feb, 2024.** **\$2,459.65**



BPAY this payment via internet or phone banking.  
 BPAY View\* View and pay this bill using internet banking.  
 BPAY View Registration No. 902197

Total Rate \*360 000902197  
 Billercode: 0360 Ref: no: 9021 97  
 Pay in store at Australia Post, phone 13 18 16 or go to [www.postbillpay.com.au](http://www.postbillpay.com.au)

eRates  
 Register to receive notices  
 via email visit  
[erates.bendigo.vic.gov.au](http://erates.bendigo.vic.gov.au)

5007535001 006439 #87213



Bendigo and Adelaide Bank Limited, The Bendigo Centre, Bendigo, VIC

Ratepayers name: L S Ritchie and M L Ritchie  
 Property: 4 Heyington Place, KENNINGTON 3550  
 Assessment no: 90219 7

Internal use only



Payment option 1 by 02/10/2023: **\$614.00**  
 Payment option 2 by 02/10/2023: **\$2,425.05**  
 Payment option 3 by 15/02/2024: **\$2,459.65**

Teller's stamp and Initials

Name

Paid In by (signature)

No. of cheques  Drawer  Bank  Branch

TELLER USE

\$100

\$50

\$20

\$10

\$5

Do not pin or staple cheques to deposit slip

Date

Notes

Coins

Cheques

**TOTAL \$**

For CREDIT of CITY OF GREATER BENDIGO RATE NOTICE

# Disclosure Statement and Costs Agreement

**Mr Lachlan & Ms Megan Ritchie  
Ritchie**

Property: 4 Heyington Place,  
Kennington [240504]

2 May 2024



O'FARRELL ROBERTSON  
MCMAHON LAWYERS

Level 1, 35 Queen St.,  
Bendigo Victoria

PO Box 1111  
Bendigo 3552

 03 5445 1000  
 ofrm.com.au

# DISCLOSURE STATEMENT AND COSTS AGREEMENT

## Pursuant to Division 3 & 4 of Part 4.3 of the Legal Professional Uniform Law

The Disclosure Statement and the Costs Agreement are to be read together and form the Agreement in this matter.

This document consists of:

1. Summary which provides an “at a glance” summary of the cost arrangements
2. Part A — Disclosure Statement
3. Part B — Costs Agreement

## Summary

Below is a summary of the key components of your costs with OFRM for easy reference. You must read the Disclosure Statement and Cost Agreement for the full arrangements.

<b>Your Lawyer</b>	Mark O'Farrell t 03 5445 1030 e m.ofarrell@ofrm.com.au	
<b>Cost Estimate</b>	Our estimate of your total legal costs is \$1,650. These figures are an estimate, not a quote. We will discuss with you if at any stage this estimate needs to be varied.	<b>See page 2</b>
<b>Billing</b>	As this matter is for a specific transaction we will bill you at the end of this matter.	<b>See pages 3 and 7</b>
<b>Payment terms</b>	Our bill is payable within <b>14 days</b> of when you receive it. We may charge you interest in accordance with <b>Interest on unpaid accounts</b> on page 3.	<b>See pages 3 and 6</b>

## Part A — Disclosure Statement

### The basis on which our charges will be calculated

#### Fees

Subject to your entering a Costs Agreement with us, our charges are fixed at \$1,550.



## Disbursements

In providing legal services to you it may also be necessary to incur other fees, expenses and charges including Court filing and issue fees, Barristers' fees, other experts' fees, bank charges, travel expenses, stamp duty, courier fees, photocopying and scanning fees, and title, company and other search fees.

These fees, expenses and other charges we incur on your behalf are referred to as disbursements.

We will charge you at cost for any disbursements we incur on your behalf. You must pay reasonable disbursements including GST incurred by this law practice on your behalf either on demand or at the conclusion of this matter.

We may also request that you provide us with payment in advance of this practice incurring a disbursement on your behalf. These funds will be held in our Trust Account until payment of the disbursement is required.

If there are disbursements to be incurred that are unusual, we will seek your instructions before incurring the expense.

## Our estimate of your total legal costs

This information is provided to confirm our estimate of your total legal costs, that is, both our charges and disbursements.

Our estimate of your total legal costs is:

Our charges	\$	1,550	(fixed)
Disbursements	\$	100	
<u>Total</u>	<u>\$</u>	<u>1,650</u>	

The estimate is based on our current understanding of the present circumstances of this matter. If the scope of this matter and/or your instructions change, we may need to revise this estimate. This estimate is **not binding** on us as the work required may change. To be clear, it is an estimate and not a quote.

The scope of work your matter includes is preparing a vendor statement, drafting Contract of Sale, advice regarding Contract of Sale, Lawyer or Conveyancer handling your conveyance until settlement, director supervision, preparation and review of Statement of Adjustments, arrange and conduct settlement and post settlement notifications to you and any rating departments necessary.

Outside of the conveyancing scope work may be charged for the additional works if applicable. The following works and associated fees **outside our scope** are:

- Preparation of an early deposit release (Section 27) \$250.00
- Caveat removal on property \$300.00
- Discharge of 2<sup>nd</sup> mortgage over property \$275.00

• Default notice issued or received	\$800.00
• Owners corporation review or preparation	\$500.00
• Early termination fee	\$500.00
• Licence agreement preparation	\$500.00
• Subsequent extension to settlement	\$350.00
• Stamp duty refund	\$350.00

## Your rights

- You have a right to negotiate a Costs Agreement with us.
- You have a right to seek independent legal advice before agreeing to the legal costs we propose to charge in this matter.
- You have a right to negotiate a billing method with us.
- You have a right to receive a bill of costs from us.
- You have a right to request an itemised bill of costs within 30 days after receiving a bill that is not itemised, or is only partially itemised, from us.
- You have a right to be notified of any significant changes to the basis on which legal costs will be calculated or any significant changes to the estimate of total legal costs.
- You have the right to seek the assistance of the designated local regulatory authority (Victorian Legal Services Commissioner) in the event of a dispute about legal costs.

## Our accounts

As this matter is for a specific transaction we shall bill you at the end of this matter. Our costs and disbursements are payable within **14 days** of when you receive that bill on the matter. Interest will accrue on all bills issued in accordance with *0. Interest on unpaid accounts* below.

We may ask you to pay an amount in advance to cover expenses or on account of our charges. This amount will be paid into trust in accordance with **Trust money** on pages 6 .

If you do not pay our bill when it becomes due, we may be entitled to exercise a right known as a solicitor's lien. The lien allows us to retain your file and all documents until our bill is paid. We may also cease to act for you.

## Interest on unpaid accounts

If a bill remains unpaid 30 days after we give it to you, we may charge you interest at 2% above the Reserve Bank of Australia's Cash Rate Target at the date the bill is issued.

The Cash Rate Target is published at <http://www.rba.gov.au/statistics/cash-rate/>

## Your right to progress reports

At OFRM we aim to keep you informed of the progress of your matter throughout.

If at any time you wish to receive an update on your matter, please either phone Mark on 03 5445 1030 or email [m.ofarrell@ofrm.com.au](mailto:m.ofarrell@ofrm.com.au).

You have the right to request a written update on your legal costs to date or since our last bill (if any), and we must provide such a report within a reasonable period and without charge. Our system makes it easy for you to always have accurate information on incurred costs throughout your matter.

## If you have a concern about our legal costs

We hope to assist you in your legal matters in a cost-effective manner. It is important to us that, in consenting to the proposed course of action for the conduct of your matter (in particular the proposed costs), you are informed and understand the issues involved.

If at any time you have any concern about your legal costs or legal services, please do not hesitate to speak to the lawyer responsible for your matter — Mark O'Farrell on 03 5445 1030.

Alternatively, you may wish to discuss your concerns with Marika McMahon who is the director at O'Farrell Robertson McMahon with responsibility for handling complaints. Marika can be contacted by phone on 03 5445 1045.

## Jurisdiction

The **Legal Profession Uniform Law** as applied in Victoria is applicable to legal costs in this matter.

## Engagement of another lawyer or law practice

In providing legal services for you it may be necessary to engage another law practice (including Barristers) to provide specialist advice or services.

We will consult you about the terms of these engagements before incurring the expense. We will provide you with a statement setting out the rates and estimated costs of any other law practice we propose to engage as soon as the retained law practice provides this information to us.

## Privacy

O'Farrell Robertson McMahon is committed to protecting the privacy and confidentiality of information it collects from clients, service providers and contractors. In acting for you, our firm adheres to its fiduciary duties, duty of confidentiality and legal profession privilege in all actions taken on your behalf and commits to protecting the privacy of personal information regarding you and your matter.

The current OFRM Privacy Policy can be found online at [ofrm.com.au/help/privacy-policy](http://ofrm.com.au/help/privacy-policy)

## File retention

Subject to any instructions by you to the contrary, you authorise us to destroy, at any time and without consulting you, any documents we hold in hard copy form regarding your matter that by law are regarded as belonging to you, (except any wills, deeds, leases and agreements). If we destroy any hard copy document before the date 7 years after the completion or termination of our engagement for your matter, then we will create an electronic copy before destroying it.

Where we hold documents in electronic form regarding your matter and you are entitled to a copy of them (including electronic copies created as above), we will retain them for at least 7 years after the completion or termination of our engagement for your matter. (If you request these documents, they will be provided to you in electronic form, not hard copy.) After that period, we may, unless you instruct us otherwise, destroy them without further notice to you. At the end of your matter, and provided our invoices are paid in full, important documents will be provided or returned to you for safe keeping or as you direct. These documents will be originals or copies as appropriate.

Closed hard copy files are retained on our premises for only a short time after a matter is closed. After that time the file is stored offsite. If you require your file to be retrieved and it is stored offsite, a recovery fee of \$25 is payable (or \$50 for same day service).

## Part B — Costs Agreement

The Legal Profession Uniform Law allows a law practice and you (the client) to agree on how the law practice's charges are to be calculated and paid. It is called a "Costs Agreement" and it may be enforced in the same way as any other contract.

This document is an offer to enter into a Costs Agreement in accordance with the information contained in the Disclosure Statement given to you in compliance with Division 3 of Part 3.4 of the Act.

If you accept these terms, the Disclosure Statement and this Costs Agreement make up the complete Agreement between us for this matter.

### The basis on which our charges will be calculated

Our charges will be calculated in accordance with the method detailed in the **Disclosure Statement** that forms part of this Agreement with you.

*Offer*

## Payment of our charges

As this matter is for a specific transaction we shall bill you at the end of this matter. Our costs and disbursements are payable within **14 days** of when you receive that bill on the matter. Interest will accrue on all bills issued in accordance with *O. Interest on unpaid accounts* on page 14.

If you do not pay our bill when it becomes due, we may be entitled to exercise a right known as a solicitor's lien. The lien allows us to retain your file and all documents until our bill is paid. We may also cease to act for you.

## Payment of disbursements

We will charge you at cost for any disbursements we incur on your behalf. You must pay disbursements, including GST (Goods and Services Tax), incurred by us on your behalf either on demand or at the conclusion of this matter.

We may also request that you provide us with payment in advance of us incurring a disbursement on your behalf. These funds will be held in our trust account until payment of the disbursement is required (see below).

## Trust money

Money received into our trust account is highly regulated by the rules of the **Legal Profession Uniform Law** and the **Legal Profession Uniform General Rules 2015**. Our trust account is audited annually.

If we receive money into our trust account on your behalf, you authorise us to draw on that money to pay any amount due from you to us in accordance with the provisions of the **Legal Profession Uniform Law** and the **Legal Profession Uniform General Rules 2015** relating to the withdrawal of trust money for legal costs. You have the right to revoke this authority by giving 7 days' notice in writing, but we may still withdraw money held in trust for legal costs accrued up to the expiry of the notice period for costs accrued whenever billed. A trust statement will be forwarded to you upon completion of the matter.

If we received money to be paid to a third party, we will forward that money to the third party unless you instruct us to do otherwise.

When we ask you to deposit money in our trust account you may do so using any of the methods below.

Electronic Funds Transfer (EFT)	<b>Name</b>	<b>O'Farrell Robertson McMahon Trust Account</b>	<b>🚫 Cyber fraud warning</b>  When asking for payment into our trust account we will never ask you to pay into an account different to the one on the left. If in doubt, call OFRM Accounts on 03 5445 1050.
	<b>BSB</b>	633 000	
	<b>Account</b>	140 366 188	
	<b>Reference</b>	<b>240504</b>	

Credit/Debit Card	Call 03 5445 1050. Mastercard, VISA or American Express only.
Post	Cheque made out to <b>O'Farrell Robertson McMahon Trust Account to</b> PO Box 1111, BENDIGO VIC 3552 Allow time for postage plus 3 business days for cheque clearance

The Trust Account details are different from the account shown on invoices and statements which are for payment of your account.

## Bills

We may give bills to you in any way specified in the **Legal Profession Uniform General Rules 2015**. For this purpose, you consent to receiving bills:

- by email address or mobile phone number to the address or number specified by you; or
- by any other means of electronic transmission agreed to by you and us.

You will be deemed to have received an electronic bill at the time it is recorded as sent in our system.

## Your obligations

We require you to and you agree to:

- provide full and honest instructions relevant to your matter and advise us if there is any material change in your circumstances that might impact on your matter while we continue to act for you;
- co-operate in the matter and do all that we reasonably request of you in a timely manner;
- accept and follow our reasonable legal advice; and
- provide funds in advance in accordance with this Agreement or some later arrangement.

If you fail to comply with any of these conditions, we have the option to terminate this Agreement by advising you of termination in writing.

## Inability to meet agreed payment timeframes

Notwithstanding your obligations under this Agreement, should you find you are unable to meet a payment timeframe please immediately contact the lawyer responsible for your matter - Mark O'Farrell on 03 5445 1030.

## If we cease to act for you or you stop using this law practice

Circumstances may arise (such as a conflict of interest), which make it impossible for us to continue to act for you. We may also cease acting for you if you breach your obligations as set out in **Your obligations**.

We will notify you immediately if any of the above matters arise.

We may also immediately cease acting for you if you fail to make payment in accordance with this Agreement.

If we cease to act for you:

- We will take steps to remove our name from the Court record in any Court proceedings;
- You will receive a final account which will include all outstanding legal costs;
- You must pay our legal costs up until the date we cease to act; and
- We may retain your file and all documents until we are paid subject to any other statutory requirements.

If this law practice ceases to act for you during the course of your matter and before there is an outcome, then **all legal costs incurred up to the date of the termination will be charged and become immediately payable.**

You may end our engagement by written notice at any time. If this occurs, then **all legal costs incurred up to the date of the termination will be charged and become immediately payable.** Depending on circumstances, we may be entitled to exercise our right to a common law lien by retaining documents relating to any matters we are conducting on your behalf.

### Seeking independent legal advice

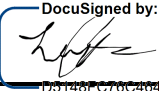
You may seek independent legal advice prior to signing this Agreement or otherwise agreeing to the terms of Part A or Part B of this Agreement.

### Acknowledgment

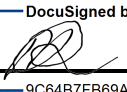
We, Lachlan Scott Ritchie and Megan Louise Ritchie, ACKNOWLEDGE that we have:

1. read and understood the Disclosure Statement (Part A) pursuant to Division 3 of Part 4.3 of the Legal Profession Uniform Law; and;
2. read, understood and approved this Agreement (Parts A & B); and
3. been advised of our right to get independent legal advice before entering into this Agreement.

SIGNED AND DATED by **LACHLAN SCOTT RITCHIE**

DocuSigned by:  
  
 \_\_\_\_\_  
 Date: 06 May 2024

SIGNED AND DATED by **MEGAN LOUISE RITCHIE**

DocuSigned by:  
  
 \_\_\_\_\_  
 Date: 06 May 2024

