

# CONTRACT OF SALE

321-399 Andersons Road, Drysdale VIC 3222

## IMPORTANT NOTICE TO PURCHASERS COOLING-OFF PERIOD

(Section 31 *Sale of Land Act 1962*)

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

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

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

### EXCEPTIONS

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

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

## NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN" OFF-THE-PLAN SALES

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

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

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

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

**Nevetts**  
Lawyers

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

# Contract of Sale of Real Estate

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

Property address: 321-399 Andersons Road, Drysdale VIC 3222

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

The terms of this contract are contained in the:

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

and in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an agent authorised in writing by one of the parties

must be noted beneath the signature.

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

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

Signature

Signature

Print name of person signing

Print name of person signing

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

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

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

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

Signature

**Marilyn Bond**

Print name of person signing

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

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

# Contract of Sale of Real Estate – Particulars of Sale

## Vendor's estate agent

Name:	<b>Elders Geelong</b>				
Address:	Suite 15, 400 Pakington Street, Newtown, VIC 3220				
Telephone:	03 5225 5000	Fax:		Contact:	Peter Lindeman
Email:	Cathy.Cadeddu@elders.com.au / Peter.Lindeman@elders.com.au				

## Vendor

Name(s):	<b>Marilyn Bond</b>
Address:	321-399 Andersons Road, Drysdale, VIC 3222

## Vendor's legal practitioner or conveyancer

Name:	<b>Nevetts Lawyers</b>				
Address:	40 Armstrong Street North, Ballarat Central, VIC 3350				
Telephone:	03 5331 4444	Fax:		Ref:	
Email:	jcurtis@nevetts.com.au		Contact:	Josh Curtis	

## Purchaser

Name(s):	
Address:	

## Purchaser's legal practitioner or conveyancer

Name:					
Address:					
Telephone:		Fax:		DX:	
Email:			Ref:		

## Property address

321-399 Andersons Road, Drysdale VIC 3222
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## Land (general conditions 3 and 9)

<b>The land is:</b> Certificate of Title reference: Volume: 10419 Folio: 986 being Lot 2 on Plan of Subdivision No: 419091K
OR described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above of if the land is general law land. The land includes all improvements and fixtures.

**Goods sold with the land (general condition 2.3(f))**

Includes all fixtures and fittings of a permanent nature.

**Payment (general condition 11)**

Price	\$	
Deposit	\$	_____ payable upon signing.
Balance	\$	_____ payable at settlement.

**GST (general condition 13)**

The price includes GST (if any) unless the words <b>'plus GST'</b> appear in this box :	
If this is a sale of a 'farming business' or 'going concern' then add the words <b>'farming business'</b> or <b>'going concern'</b> in this box:	
If the margin scheme will be used to calculate GST then add the words <b>'margin scheme'</b> in this box:	

**SETTLEMENT (general condition 10)**

Is due on \_\_\_\_\_ days from the Day of Sale.

**LEASE (general condition 1.1)**

At settlement the purchaser is entitled to vacant possession of the property unless the words <b>'subject to lease'</b> appear in this box: in which case refer to general condition 1.1. If <b>'subject to lease'</b> then particulars of the lease are:  <i>see attached at Annexure A</i>	<b>'subject to lease'</b>
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**TERMS CONTRACT (general condition 23)**

If this contract is intended to be a terms contract within the meaning of the <b>Sale of Land Act 1962</b> then add the words <b>'terms contract'</b> in this box, and refer to general condition 23 and add any further provisions by way of special conditions:	
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**LOAN (general condition 14)**

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

Lender:

Loan amount: \$ \_\_\_\_\_

Approval date: \_\_\_\_\_

**SPECIAL CONDITIONS**

This contract does not include any special conditions unless the words <b>'special conditions'</b> appear in this box: If the contract is subject to <b>'special conditions'</b> then particulars of the special conditions are annexed to the back of this contract.	<b>special conditions</b>
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# Annexure Contract of Sale of Real Estate

## Special Conditions

### 1. Definitions and Interpretation

#### 1.1 Definitions

In this Contract, the following definitions apply unless the context requires otherwise.

**Authority** includes:

- (a) any government in any jurisdiction, whether federal, state, territorial or local;
- (b) any provider of public utility services, whether statutory or not; and
- (c) any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the Property or any part of it.

**Business Day** means a day which is not a Saturday, Sunday or a public holiday in Melbourne.

**Day of Sale** means the date by which both parties have signed this contract.

**Deposit** means the deposit specified in the Particulars of Sale.

**General Conditions** means the general conditions forming part of this contract.

**Goods** has the meaning given in the Particulars of Sale.

**GST** has the meaning given by the GST Law.

**Land** means the land specified in the Particulars of Sale.

**Law** means any law (including principles of law or equity established by decisions of courts) that applies in Victoria, and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, direction or notice made under a law by any Authority.

**Particulars of Sale** means the Particulars of Sale set out in this contract.

**Price** means the price specified in the Particulars of Sale.

**Property** means the Land and the Goods.

**Security Interest** means a security interest as defined by section 12 of the Personal Property Securities Act 2009 (Cth).

**Settlement** means the completion of the sale and purchase of the Property under this contract.

**Settlement Date** means the date on which Settlement actually occurs (as opposed to the Due Date)

**Special Conditions** means the special conditions forming part of this contract.

**Vendor Statement** means the statement given by the Vendor in accordance with Section 32 of the Sale of Land Act 1962 which is attached to this Contract

## 1.2 Incorporated Definitions

A word or phrase (other than one defined in Special Condition 1.1) specified in the Particulars of Sale has the same meaning in this Contract.

## 1.3 Interpretation

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Contract;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Contract have a corresponding meaning;
- (e) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Authority as well as an individual;
- (f) a reference to a Special Condition, party, schedule, attachment or exhibit is a reference to a Special Condition of, and a party, schedule, attachment or exhibit to, this Contract;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to a document includes that party's successors and permitted assignees;
- (j) a reference to the Purchaser's Legal Practitioner includes other legal practitioners for the Purchaser of whom the Vendor's Legal Practitioner are notified in writing;
- (k) an obligation to be performed by two or more persons binds them jointly and severally;
- (l) a reference to an agreement other than this Contract includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;
- (m) a reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy or other similar procedures or where applicable, changes in the constitution of any partnership or person, or death;
- (n) a reference to a body, other than a party to this Contract (including an institute, association or Authority), whether statutory or not:

- (i) which ceases to exist; or
- (ii) whose powers or functions are transferred to another body;

is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

- (o) a reference to 'A \$', '\$ A', 'dollars' or '\$' is a reference to Australian currency;
- (p) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must occur on or by the next Business Day;
- (q) a reference to a time is a reference to the time in Victoria; and
- (r) the Contract is deemed to have been made and constructed in accordance with the laws of Victoria and the parties expressly submit to the jurisdiction of the Courts of Victoria.

#### 1.4 Variation of General Conditions

The following General Conditions are amended as follows:

- (a) General Condition 2.1 (Vendor Warranties) is amended by inserting immediately after the words 'Estate Agents Act 1980' the following:

'except as varied by the special conditions';

- (b) General Conditions 7, 8, 9, 15.2(b) and 24.4-24.6 are deleted and do not apply to this Contract.
- (c) General Condition 12.4 is inserted as follows:

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

#### 1.5 Inconsistency between General Conditions and Special Conditions

If there is any inconsistency between the General Conditions and these Special Conditions, the Special Conditions prevail to the extent of the inconsistency.

## 2. Foreign Resident Capital Gains Withholding

- 2.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 2.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

- 2.3 This special condition only applies if the purchaser is required to pay the Commissioner amount in accordance with section 14-200(3) or section 14-235 of the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215 (1) of Schedule 1 to *Taxation Administration Act 1953 (Cth)*.
- 2.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 2.5 The purchaser must:
- (a) Engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations; and
  - (b) Ensure that the representative does so.
- 2.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interest and instructions that the representative must:
- (a) Pay or ensure payment of the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from monies under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) Promptly provide the vendor with proof of payment; and
  - (c) Otherwise comply, or insure compliance, with this special condition;
- Despite:
- (d) Any contrary instructions, other than from both the purchaser and vendor; and
  - (e) Any other provision in this contract to the contrary.
- 2.7 The representative is taken to have complied with the obligations in special condition 2.6 if:
- (a) The settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) The amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 2.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* shall be given to the purchaser at least 5 business days before the due date for settlement.
- 2.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.



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

### 3. GST Withholding

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

3.2 This general condition 3 applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 3 is to be taken as relieving the vendor from compliance with section 14-255.

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

3.4 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

3.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

- 3.6 The representative is taken to have complied with the requirements of special condition 3.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

3.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in general condition 3.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 3.7, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

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

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

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

3.10 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 3.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

This general condition will not merge on settlement.

#### **4. Confidentiality**

##### **4.1 Confidentiality**

Subject to Special Condition 4.2, the existence and terms of this contract together with all material, documents, and information disclosed, made available, or provided to the Purchaser and its agents, lawyers, accountants and other advisors for the purposes of negotiating or entering into this contract, or undertaking due diligence or otherwise in the course of the performance of this contract must be kept confidential and must not be disclosed to any other person without the written consent of the Vendor.

##### **4.2 Permitted disclosure**

Special Condition 4.1 shall not apply in the following circumstances:

- (a) any disclosure required by Law;
- (b) a disclosure to solicitors, barristers or other professional advisers under a duty of confidentiality;
- (c) a disclosure to bankers or other financial institutions of the party, to the extent required for the purpose of raising funds or maintaining compliance with credit arrangements, if those persons undertake to keep information disclosed confidential.

##### **4.3 Public announcements**

Except as required by applicable Law all press releases and other public announcements relating to the transactions dealt with by this contract must be in terms agreed in writing by the parties.

## 5. Guarantee

If the Purchaser is a company or if in accordance with General Condition 18 the Purchaser nominates a substitute or additional transferee that is a company the Purchaser must procure that the directors of that company execute a guarantee in accordance with the blank guarantee attached to this contract. If the Purchaser fails to procure any guarantee it is required to procure pursuant to this special condition, then in addition to any other rights it may have the Vendor may, but is not bound, to terminate this Contract.

## 6. Foreign Acquisitions and Takeovers Act 1975

The Purchaser warrants and declares that he/she/it are not a foreign person for the purposes of the *Foreign Acquisitions and Takeovers Act 1975* (as amended).

## 7. Purchaser Acknowledgments & Warranties

The Purchaser acknowledges and warrants to the Vendor that:

- (a) except as contained in this Contract and the Vendor Statement, no information, representation or warranty by the Vendor, the Vendor's Agent or the Vendor's Legal Practitioner was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- (b) except as contained in this Contract and the Vendor Statement, no information, representation or warranty has been relied upon by the Purchaser;
- (c) this Contract and the original Vendor Statement (a copy of which is included in this Contract) are the sole and full repository of the agreement and representation between the Vendor and the Purchaser; and
- (d) it has made all the enquiries with authorities that a careful and prudent person would make, and it enters into this Contract on the basis of its own inspections and enquiries it has carried out.

## 8. Security Interest

The Vendor is not obliged to produce or register a release, statement, written approval or correction in respect of any Security Interest before, on or following the Due Date.

## 9. Lease

9.1 In this Contract:

"lease" means the lease of the property a copy of which is attached at Annexure A.

"tenant" means Anthony John Ryan & Susan Louise Ryan, of 60 Mountjoy Road, Leopold 3224

"tenancy" means the tenancy of the property by the tenant.

9.2 The Purchaser must not make any objection or requisition or claim for compensation by reason of anything contained in the lease. The Purchaser acknowledges having inspected and approved the lease and agrees to take title subject to the lease.

9.3 After settlement the Purchaser must observe the landlord's covenants under the lease and the Purchaser agrees to indemnify and keep indemnified the Vendor from and against all loss or damage the Vendor may suffer as a result of the Purchaser failing to do so.

- 9.4 The Purchaser must by no later than one week prior to the settlement date provide to the Vendor a notice addressed to the tenant advising the tenant of the change of ownership and directing the tenant to make all future rent payments to or at the direction of the Purchaser, and the Vendor must provide to the Purchaser at settlement a copy of that notice signed by the Vendor.
- 9.5 Any provision of this Contract which is capable of taking effect after completion of this Contract does not merge on completion and continues to operate after completion.
- 9.6 Rent and all other money paid or payable by the tenant under the lease ("lease money") must be apportioned between the Vendor and the Purchaser in the following manner:
- 9.6.1** the Vendor is entitled to all lease money in respect of the period up to and including the settlement date and the Purchaser is entitled to all lease money after that date;
- 9.6.2** if lease money has been paid in respect of a period expiring after the settlement date, the Vendor must on the settlement date pay to the Purchaser a proportion of the lease money equal to the proportion that the number of days remaining in the period after the settlement date bears to the total number of days in the period;
- 9.6.3** if after the settlement date the Purchaser receives lease money in respect of a period the whole or part of which occurred on or prior to the settlement date, the Purchaser must pay to the Vendor the lease money or, as the case may be, a proportion equal to the proportion the number of days in the period prior to and including the settlement date bears to the total number of days in the period;
- 9.7 For the purposes of General Condition 15, the Purchaser must not require the Vendor to pay any rates, taxes, assessments or other outgoings (apart from land tax) for the relevant current rating period which are not then due and payable, and which under the lease are payable by the tenant.
- 9.8 If the tenant is in arrears in the payment of any lease money due under the lease as at the settlement date with respect to any period prior to settlement ("arrears") and the Vendor wishes to commence or continue legal proceedings against the tenant after the settlement date for the recovery of all or part of the arrears, the Purchaser acknowledges and agrees:
- 9.8.1.1.1** That the right to receipt and recovery of arrears from the tenant is expressly reserved to and retained by the Vendor, and the parties agree that section 141 of the Property Law Act 1958 (Vic) shall not apply with respect to arrears;
- 9.8.1.1.2** That the Vendor shall be entitled to recover or receive arrears and to commence or continue legal proceedings against the tenant after settlement for the recovery of all or part of the arrears;
- 9.8.1.1.3** That the Purchaser is not entitled to and will not take any action against any party to recover or receive arrears and will not raise any objection to or claim in relation to arrears if the Vendor to commences or continues proceedings against the tenant or any other party with respect to arrears; and
- 9.8.1.1.4** The Purchaser allows and irrevocably authorises the Vendor to commence or continue proceedings at the Vendor's expense with respect to arrears and, if necessary, in the name of the Purchaser.

## 10. No merger

The provisions of this Contract capable of having effect after the settlement date do not merge on transfer of the property and continue to have full force and effect after settlement.

## 11. Commercial and Industrial Property Tax (CIPT)

11.1 The Purchaser acknowledges that prior to entering into this Contract:

**11.1.1** it has received a copy of the State Revenue Office Land Tax Property Clearance Certificate (the "**Clearance Certificate**"), as attached to the Vendors Statement, which discloses:

**11.1.1.1** the AVPCC as "530";

**11.1.1.2** the date of entry into the reform is "N/A"; and

**11.1.1.3** that "*The AVPCC allocated to the land is not a qualifying use.*"

**11.1.2** it has undertaken all investigations relating to the use of the Property and the Clearance Certificate that a prudent person would take;

**11.1.3** it has obtained independent advice regarding:

**11.1.3.1** the CIPT reform;

**11.1.3.2** the Clearance Certificate; and

**11.1.3.3** the impact any future use of the Property may have with regard to the CIPT.

11.2 The Purchaser warrants that it will make no claim against the Vendor if Settlement under this Contract results in an entry transaction and the Property becoming subject to the CIPT, and it holds harmless the Vendor in relation.

11.3 Meanings in this Special Condition have the same meaning as in the *Commercial and Industrial Property Tax Reform Act 2024*.

## 12. Settlement

Despite any other condition of this Contract to the contrary, the parties agree that if settlement falls due during the period from 23 December 2024 to 9 January 2025 (inclusive), then settlement will automatically be extended until the next business day being 10 January 2025.

## 13. No Land Tax Adjustment

13.1 Despite any other condition of this Contract to the contrary, the parties acknowledge and agree that land tax is not a periodic outgoing for the purposes of general condition 15 and land tax will not be adjusted at settlement.

# Contract of Sale of Real Estate – General Conditions

## Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

### TITLE

#### 1. Encumbrances

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

#### 2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
  - 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
  - 2.3 The vendor warrants that the vendor:
    - (a) has, or by the due date for settlement will have, the right to sell the land; and
    - (b) is under no legal disability; and
    - (c) is in possession of the land, either personally or through a tenant; and
    - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
    - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
    - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
  - 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
    - (a) public rights of way over the land;
    - (b) easements over the land;
    - (c) lease or other possessory agreement affecting the land;
    - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
    - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
  - 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
  - 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
    - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
    - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
    - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
  - 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.
- #### 3. Identity of the land
- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
  - 3.2 The purchaser may not:
    - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
    - (b) require the vendor to amend title or pay any cost of amending title.

#### 4. Services

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

#### 5. Consents

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

#### 6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

#### 7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives:
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
- (a) that:
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.



- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay; as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the ***Personal Property Securities Act 2009 (Cth)*** have the same meaning in general condition 7 unless the context requires otherwise.

#### **8. Builder warranty insurance**

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

#### **9. General law land**

- 9.1 This general condition only applies if any part of the land is not under the operation of the ***Transfer of Land Act 1958***.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the ***Transfer of Land Act 1958***, as if the reference to 'registered proprietor' is a reference to 'owner'.

### **MONEY**

#### **10. Settlement**

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

#### **11. Payment**

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

## 14. Loan

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

## **15. Adjustments**

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

## **TRANSACTIONAL**

### **16. Time**

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

### **17. Service**

- 17.1 Any document sent by:
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

### **18. Nominee**

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

### **19. Liability of signatory**

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

### **20. Guarantee**

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

### **21. Notices**

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

### **22. Inspection**

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

### **23. Terms contract**

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

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

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

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

#### **25. Breach**

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

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

### **DEFAULT**

#### **26. Interest**

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

#### **27. Default notice**

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

#### **28. Default not remedied**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.

- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

## **GUARANTEE**

TO: The Vendor named in the Contract of Sale to which this guarantee is attached ("the Contract")

### **1. Guarantee**

In consideration of you having at the request of the Guarantor entered into the Contract to sell the land described in the Contract to the Purchaser, the Guarantor:

- (a) guarantees that the Purchaser will pay all monies due under the Contract on the date payment is due including without limitation the deposit, the balance, and any interest or costs payable under the Contract; and
- (b) guarantees that the Purchaser will perform all its obligations under the Contract; and
- (c) must pay on demand any amount which the Vendor is entitled to recover from the Purchaser under this Contract.

### **2. Nature of Guarantee**

This guarantee:

- (a) is a principal obligation and is not ancillary or collateral to any other right or obligations howsoever created or arising;
- (b) may be enforced against the Guarantor without the Vendor first being required to exhaust any remedy it may have against the Purchaser or to enforce any security the Vendor holds relating to the Purchaser's obligations;
- (c) is a continuing guarantee and indemnity for the whole of the Purchaser's obligations under the Contract; and
- (d) is absolute, unconditional and irrevocable and remains in full force and effect until all the Purchaser's obligations have been irrevocably discharged in full despite any transaction or other thing, including a settlement of account or intervening payment.

### **3. Guarantors liability absolute**

- 3.1 The liability of the Guarantor is absolute and is not affected by any circumstance, act, omission, matter or thing which, but for this provision might otherwise affect it at law or in equity.
- 3.2 The Vendor is under no obligation to marshal in favour of the Guarantor any security now or in the future held by the Vendor or any funds or assets that the Vendor may be entitled to receive or claim.
- 3.3 This guarantee extends to cover the Contract as amended varied or replaced either with or without the consent of the Guarantor.
- 3.4 Without limiting the generality of the previous provisions of this clause 3 this guarantee is not affected by the Purchaser nominating a substitute purchaser and remains in full force and affect

notwithstanding the nomination of a substitute or additional Purchaser either with or without the consent of the Guarantor.

#### **4. Payments set aside**

If an amount is applied against any of the Purchaser's obligations and the Vendor forms the opinion that it is obliged to pay any amounts paid by the Purchaser to any person under any law relating to insolvency, bankruptcy, winding up or the protection of creditors the Vendor's rights against the Guarantor are immediately reinstated and will be the same in relation to that amount or amounts as if the application or the payment or the transaction giving rise to it had not been made.

#### **5. Indemnity**

If the whole or any part of the Purchaser's obligations are not enforceable against the Purchaser by the Vendor for any reason whatsoever then:

- (a) the Guarantor as a separate and severable liability under this guarantee unconditionally and irrevocably indemnifies the Vendor in respect of the Purchaser's obligations;
- (b) as a principal debtor, the Guarantor agrees to pay the Vendor when demanded in writing a sum equal to the amount of the monies due and payable to the Vendor under the Contract, or the losses and expenses incurred by the Vendor resulting from the failure of the Purchaser to perform any of its obligations under the Contract; and
- (c) for the purposes of this indemnity, this clause must be construed as if the monies payable under the Contract were recoverable and the terms of this guarantee apply as far as possible under this indemnity.

#### **6. Joint and Several Guarantees**

Where this guarantee is given by more than one person the obligations on the part of the Guarantor take effect as joint and several obligations and references to the Guarantor take effect as references to those persons or any of them. This guarantee binds each of the persons executing it notwithstanding that any Guarantor does not execute, or is not or ceases to be bound by this guarantee. A release by the Vendor of any Guarantor from this guarantee will not effect the liability of the other Guarantors.

**Guarantor:**

**Address:**

Executed as a Deed Poll on the same date the Contract was executed by the Purchaser:

**SIGNED SEALED AND DELIVERED**

by the said

in the presence of:

.....

.....

Witness



# ANNEXURE A

## PART A

# Deed of Rural Lease

## Summary and Terms and Conditions

<b>Lessor:</b>	Marilyn Bond of 399 Anderson's road Drysdale 3222
<b>Lessee:</b>	Anthony John Ryan & Susan Louise Ryan of 60 Mountjoy road Leopold 3224
<b>Property:</b>	<i>Street address</i> 321-399 Andersons road Drysdale 3222 comprising 58.4 ha/144.3 acres
	<i>Nature of property</i> <b>Agricultural land</b>

### 1. Summary

(a) **Term (clause 1)** Part year, commencing 1st June 2024 expiring 31st December 2024

(b) **Further term (clause 1)**

Nil

(c) **Rent (clause 2)** \$1,310.72 per month calculated at \$109 per acre per annum, quarterly in advance.

(i)

Note: clause 2 specifies payment dates and provides for pro rata adjustment of first and last instalments.

(ii) GST is payable in addition to the rent. (If applicable)

(d) **Rent reviews (clause 2)**

Rent reviews	Melbourne all groups CPI	Market	Percentage
N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text" value="(Number)"/> %

(e) **Outgoings (clause 2)**

(i) **Outgoings**

(1) ~~Council rates;~~

(2) Water rates, and usage, pro rata

(3) ~~Local Land Services rates;~~

(4) Enclosure permit costs;

(5) ~~Land tax calculated as if the lessor owned no other land other than the premises;~~

(6) All risk farm insurance;

net of any GST payable by the lessor.

(ii) **Lessee's share and payment of outgoings**

100%;

Payable by reimbursement in arrears;

Note: clause 2 makes provisions in relation to utilities in addition to outgoings.

(f) **Bond (clause 2)**

Not applicable.

(g) **Interest rate (clause 2)**

12%.

(h) **Permitted use (clause 3)**

Agricultural activities more fully set out in clause 3 hereof.

(i) **Insurance (clause 6)**

Minimum public liability insurance: \$20,000,000.00.

## 2. Alterations and additions to Part B

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- (a) In addition to any and all obligations imposed herein with respect to management of the land the lessee specifically agrees that it shall:
- (i) Maintain and repair all pumps, troughs and fittings, fencing and farm tracks as required and shall permit the lessor to undertake inspections of the property on a three monthly basis.
  - (ii) ~~Apply annually to the land a minimum of 250 kilograms per acre of 2:1 super/potash or equivalent. Maximum of 200 units of nitrogen per annum.~~
  - (iii) Spray broadleaf annually on the land with Tigrex or equivalent.
  - (iv) Maintain all pasture and paddocks in good repair and in a weed-free manner, smudge pugged paddocks and reseed perennial ryegrass and clover varieties with a minimum requirement of 15 percent per annum.
  - (v) Be permitted to make silage or hay up to 33 percent of the land per annum and shall not remove any fodder from the property.
  - (vi) Promptly remove and dispose of used silage wrap and all plastic or other waste materials from the land.

## PART B

# Deed of Rural Lease

## Terms and Conditions

Alterations to these terms and conditions are made in the lease summary.  
These terms and conditions remain in their copyright form without alteration.

2023 Edition

<b>Lessor:</b>	Marilyn Bond of 399 Anderson's road Drysdale 3222
<b>Lessee:</b>	Anthony John Ryan & Susan Louise Ryan of 60 Mountjoy road Leopold 3224

## Contents

Clause	Description
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Clause	Description
7	Damage
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9	Default and termination
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	EXECUTION PAGE

### 1. Grant, renewal and holding over

- (a) The lessor grants to the lessee a lease of the premises for the term.
- (b) If the lease specifies one or more renewal terms and the lessee gives to the lessor notice in writing not more than six months and not less than three months prior to the terminating date then, provided at the date of the exercise of this option and at the terminating date the lessee is not in breach of this lease, the lessor shall grant to the lessee a lease of the premises for the further period commencing on the terminating date of the previous term on the same terms as this lease but with one less renewal period.
- (c) If the rent payable on renewal of this lease is to be determined by a review to market and the

lessee has, not more than nine months and not less than six months prior to the terminating date, notified the lessor in writing that the lessee requires the lessor appoint an independent expert to determine the market rent and such determination has not been made by 21 days prior to the last day for the lessee to exercise the renewal option, that date is extended until 21 days after the lessee receives such determination.

- (d) Should the lessee continue to occupy the premises after the terminating date otherwise than pursuant to a renewed lease then this lease shall continue on a month to month basis and may be terminated by either party giving to the other, at any time, one month notice in writing.

## **2. All agreements relating to money**

---

### **(a) Rent**

- (i) With the exception of the first and last rent instalments, the lessee shall pay the rent to the lessor on the first day of each calendar month.
- (ii) The amount of the first rent instalment shall be calculated on the monthly rent instalment pro rata for the number of days from the commencement date until the end of the first calendar month in the term.
- (iii) The amount of the last rent instalment shall be calculated on the monthly rent instalment pro rata for the number of days from the beginning of the last month of this lease until the date this lease ends.
- (iv) The lessee shall pay all rent instalments in advance, without deduction of any kind, at the lessor's address for service or such other address or by such other method as the lessor may from time to time reasonably direct in writing.

### **(b) Rent review**

- (i) The rent shall be reviewed in the manner specified in the summary on each anniversary of the commencement date until this lease ends.
- (ii) If the summary specifies a rent review for an anniversary against the Melbourne All Groups CPI the rent shall be increased by the same percentage as the percentage increase in such index for the four quarters last ended before the relevant anniversary. Provided that should at any time the CPI cease to be published then the lessor and lessee agree to replace the CPI with such other index as shall be published to replace the CPI and in the absence of such agreement being reached that other index shall be the index which most appropriately reflects fluctuations in the costs of living in Melbourne.
- (iii) If the summary specifies a rent review to market for an anniversary then:
  - (1) The lessor and the lessee must prior to the review date, jointly instruct and pay an independent expert to determine the market rent as at the review date and to provide a written report with reasons.

- (2) If the lessee so requests in writing no sooner than 12 months prior to the review date the date by which the lessor and the lessee must instruct the independent expert is one month after that request.
- (3) In the event the lessor and the lessee fail to agree on the independent expert to be instructed, either party may approach the President of the Victorian Division of the Australian Institute of Valuers to appoint the independent expert.
- (4) The independent expert's determination shall be final and binding.
- (5) If the independent expert's rent determination is less than the rent payable immediately before the review then the rent shall not change.
- (6) In determining the current market rent, the independent expert must take into account the terms of the lease, including the term and permitted use and must assume the parties are willing, prudent and acting without compulsion.
- (7) The independent expert must not take into account the value of any goodwill created by the lessee's occupation or the value of the lessee's fixtures and fittings.
- (8) The lessor must provide the independent expert with such information as the independent expert reasonably requires.

### **(c) Outgoings**

- (i) The lessee must reimburse the lessor for the outgoings specified in the summary.
- (ii) If the summary specifies the lessee is to reimburse the lessor in arrears, the lessor shall first pay all outgoings as and when they fall due and provide evidence of the outgoings and payment to the lessee. The lessee must reimburse the lessor on the first day of each calendar month, for all outgoings paid by the lessor and not previously reimbursed by the lessee.
- (iii) If the summary specifies outgoings shall be paid by the lessee in advance pursuant to

the lessor's budget, the following provisions apply:

- (1) The lessor must provide to the lessee prior to the commencement date and prior to each anniversary, a budget for outgoings that reasonably reflects the anticipated forthcoming annual outgoings for the premises.
- (2) The lessee shall pay the budgeted outgoings to the lessor by equal monthly instalments on the first day of each month.
- (3) At the end of each year an account shall be taken of the actual outgoings and if different from the budgeted outgoings paid by the lessee then any shortfall will be paid by the lessee to the lessor and any excess will be refunded to the lessee.

**(d) Other expenditure**

The lessee is to pay punctually for all water, gas, electricity, telephone, heat and other utilities that are provided to the premises.

**(e) Bond or bank guarantee**

- (i) The lessee must provide to the lessor either a cash bond or bank guarantee for the amount specified in the summary as security for the lessee's obligations under this lease.
- (ii) A bank guarantee shall be in favour of the lessor, not have a termination date, shall be expressed to be security for the performance by the lessee of its obligations under the lease and otherwise be in a form acceptable to the lessor.
- (iii) Within one month of each rent review, the lessee must provide to the lessor an additional cash bond or additional or replacement bank guarantee such that the value of all bonds and guarantees bears the same relationship to the reviewed rent as the commencing bond or guarantee bears to the commencing rent.
- (iv) When this lease ends, the lessor must immediately refund any bond paid by the lessee after deduction of all amounts required to rectify all breaches of the lease by the lessee.

- (v) A breach of covenant by the lessee shall entitle the lessor to call upon the guarantee for the cost of rectifying the breach.

**(f) Goods and services tax (GST)**

The lessor shall provide the lessee with a tax invoice for any taxable supply made to the lessee. The lessee shall pay the GST in addition to the cost of the supply.

**(g) Interest on overdue money**

If a payment under this lease is not made by the due date, the party liable to make the payment shall pay interest to the party entitled to the payment at the rate specified in the summary, calculated daily from the day following the day the payment was due until the day the payment is made.

**(h) Legal costs**

The lessee shall pay the lessor's reasonable legal costs and disbursements of and incidental to:

- (i) The negotiation, preparation and registration of this lease;
- (ii) The assignment of this lease including costs incurred in the assessment of the suitability of any proposed assignee (whether or not the proposed assignee is approved by the lessor) and the negotiation and preparation of an assignment of lease, or a new lease to the proposed assignee; and
- (iii) Any breach of this lease by the lessee or the guarantor.

### **3. Use**

- (a) The lessee warrants that in entering into this lease, it has relied entirely on its own enquiries in relation to the state of repair and suitability of the property for the lessee's intended use and acknowledges that to the extent the lessor has made representations about the state of repair or suitability of the property for the lessee's intended use, the lessee did not in any way rely on those representations when entering into this lease.
- (b) The lessee shall not use the demised property otherwise than for all, or any, farm business conducted on a sustainable basis according to good farming practices and without

deterioration of the property and shall comply with all requirements of law in relation thereto. The lessor does not in any way warrant that the demised property is or will remain suitable or adequate for such purposes.

- (c) The lessee shall not use or permit to be used for other than their designed purposes, any of the fixtures or fittings in the premises or any property of which the premises may be part.
- (d) The lessee shall not do or permit to be done on the property anything which in the opinion of the lessor may become a nuisance, disturbance, obstruction or cause of damage or use the property in any noisy, noxious or offensive manner unless a normal incident of the permitted use.
- (e) The lessee will follow accepted good sustainable soil and water management practices and in particular in the use of pesticides and herbicides.
- (f) The lessee will be entitled to the use of any water licences attaching to the property and will comply with the requirements thereof and pay any fees associated therewith.
- (g) The lessee will not construct any dams without the prior consent of the lessor.
- (h) The lessee will keep in all stock and insure against any loss occasioned by stock escaping to adjoining properties or roads.
- (i) The lessee will not crop any established pasture country without the prior consent of the lessor and any cropping will ensure the maintenance and improvement of the soil, its structure and nutrient content.
- (j) The lessee will adopt practices for sustainable grazing management, not exceeding sensible carrying capacities, rotating stock and controlling the import of noxious weeds and stock diseases.
- (k) The lessee shall keep up fences having regard to the condition of them at the commencement of this lease, with the exception of reasonable wear and tear and damage by lightning, storm, tempest and fire, other than fire caused by the negligence of the lessee, his contractors, servants or agents.
- (l) The lessee or any other person authorised by the lessee will not cut or remove or do any clearing of any timber on the demised property without the written consent of the lessor. This

prohibition does not apply to ploughing in small regrowth on country previously cleared for pasture.

- (m) The lessee shall not overstock the property and will farm in a proper and husband like manner having regard to the rules of good husbandry as are generally recognised as applying to like properties in the same neighbourhood.
- (n) The lessee will use all proper and effective means of keeping down and exterminating all pests, noxious animals and noxious plants and will comply with the rules, regulations, notices, and advices of the Livestock Health and Pest Authority for the district and will indemnify the lessor against all actions and proceedings in respect of the breach or non-performance of any duty to keep down and exterminate the said noxious animals and noxious plants on the property.

#### **4. Assignment and subletting**

---

- (a) The lessee shall not assign, sublet, part with possession or otherwise deal with the property without the prior written consent of the lessor.
- (b) If there is a guarantor of this lease (other than a bank under a limited bank guarantee) or if the proposed assignee is a corporation, the lessee acknowledges that if the lessor consents to assignment of the lease such consent will be subject to a condition that the assignee provide a guarantor with financial resources that are not inferior to those of the lessee and the guarantor combined.
- (c) The lessor may withhold consent to assignment of this lease if:
  - (i) The lessee is in breach of the lease at the time the lessor's consent is sought.
  - (ii) The proposed assignee has experience that is inferior to the experience of the lessee.
  - (iii) The proposed assignee has financial resources that are inferior to the financial resources of the lessee.
- (d) In the event of the lessee being a company, then any change in the shareholding of the lessee company altering the effective control of the lessee shall be deemed a proposed assignment requiring the consent of the lessor in accordance with this provision.

## **5. Maintenance, repairs, alterations and additions**

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- (a) The lessee shall keep the buildings and all fixtures and fittings therein in a state of good repair having regard to their condition at the commencement of the lease. Except as otherwise provided in this lease, fair wear and tear and damage caused by fire, flood, storm or tempest are excepted, unless any policy of insurance covering such occurrences shall have been vitiated, or the policy money refused, as a result of the act or omission of the lessee, its servants, agents, licensees or invitees. Any plant or machinery located within and exclusively servicing the property shall be maintained and serviced and kept in a state of good repair by the lessee at its expense and the lessee will keep current such maintenance service and repair contracts that are reasonably required by the lessor.
- (b) The lessor, or an agent of the lessor, may twice in every year during the term at a reasonable time of the day, upon giving to the lessee two days previous notice, enter upon the property and view the state of repair thereof and may serve upon the lessee at the demised property a notice in writing of any defect requiring the lessee within a reasonable time to repair same in accordance with any covenant expressed, or implied in the lease, and that in default of the lessee so doing it shall be lawful for the lessor from time to time to enter and execute the required repairs.
- (c) The lessee shall comply with all statutory requirements affecting the demised property and will comply with any notices or orders which may be given by any authority in respect of the use of the property by the lessee PROVIDED THAT the lessee shall be under no liability in respect of any structural alterations unless that liability arises out of the lessee's particular use or occupation of the property.
- (d) In the event of the lessee failing to perform any of its obligations under the foregoing provisions then the lessor may do such things as are necessary to comply with such provisions and may recover from the lessee the costs of so doing.

## **6. Insurance and indemnity**

---

- (a) The lessee shall keep current at all times during the currency of this lease:
  - (i) A policy of public risk insurance applicable to the demised premises and the building and the business carried on therein for an amount of not less than the amount specified in the summary. In particular the policy shall provide cover against any claim for damage to property or injury to person occasioned by stock on or escaping from the demised property; and
  - (ii) An all risks farm insurance policy against the loss or damage to crops, stock, fences, fixtures, fittings and goods of the lessee, its servants, agents, licensees or invitees.
- (b) The lessee hereby indemnifies the lessor against all claims, actions, losses and expenses for which the lessor may become liable arising out of the act or neglect of the lessee, its servants, agents, employees, licensees and invitees in the use of the demised property.
- (c) The lessee covenants at all times and in all respects to comply at its own expense with the requirements of the Insurance Council of Australia, Fire Rescue VIC and the requirements of any other relevant statute or regulation.
- (d) The lessor will insure the lessor's buildings and fixtures by the industry standard all risk policy of insurance and in the event that the lessee does or omits to do anything whereby the premiums of any insurance effected by the lessor are increased then the lessee shall pay such increase in insurance to the lessor. The lessee further indemnifies the lessor against any loss not covered by such insurance due to the actions or omissions of the lessee, its servants, agents, licensees or invitees.

## **7. Damage**

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- (a) If a substantial part of the property is damaged to an extent that the property is unfit for the approved use then the rent shall abate and this lease, if the lessor so elects and of its election in writing notifies the lessee within one month of the destruction or damage, be terminated and brought to an end PROVIDED THAT if the lessor does not give such notice and does not within a period of three months from such occurrence commence to restore the property the lessee



may by notice in writing to the lessor terminate this lease.

- (b) In the event that the property or any part thereof shall at any time during the continuance of the lease be damaged, so as to render part of the same unfit for occupation and use by the lessee, then a proportionate part of the rent hereby reserved according to the nature and extent of the damage sustained shall abate until the property shall have been rebuilt or made fit for the occupation and use of the lessee.
- (c) In the event of the occurrences referred to above the rent reserved by this lease shall not abate in the event that any policy of insurance covering such occurrences or loss of rental policy shall have been vitiated or the policy money refused in whole or in part in consequence of some act or default by the lessee, its servants, agents, licensees and invitees.
- (d) In the case of any difference concerning the amount of rental to abate, then the same may be referred by either party to arbitration under the provisions of the Commercial Arbitration Act 2011.

## **8. Guarantee**

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In consideration of the lessor, at the request of the guarantor, entering into this lease, the guarantor agrees with the lessor:

- (a) That it is jointly and severally liable to the lessor for the due payment of all money under this lease and the due performance of all obligations of the lessee under this lease;
- (b) That it will remain liable to the lessor notwithstanding:
  - (i) The lessor may not have exercised all or any of its rights under the lease; or
  - (ii) The lessor may not have made prior demand upon the lessee; or
  - (iii) The lessor may have granted time or other indulgence to the lessee; or
  - (iv) The death or insolvency of the lessee;
- (c) That its liability will not in any way be conditional upon the validity or enforceability of the lessee's obligations in this lease and will continue until all money has been paid and all obligations have been satisfied; and

- (d) That if the option or options contained in this lease are exercised, then this guarantee will continue during the further term of the lease.

## **9. Default and termination**

---

- (a) If the lessee is in breach of an obligation under this lease, the lessor may serve on the lessee a notice to remedy the default. Such notice must:
  - (i) Specify the breach; and
  - (ii) Specify the steps required of the lessee to rectify the breach; and
  - (iii) Give the lessee a reasonable time to rectify the breach, but such time need not exceed 30 days.
- (b) If the lessor has complied with the previous subclause and the lessee has not remedied the breach to the reasonable satisfaction of the lessor, the lessor may terminate this lease by giving the lessee 14 days written notice.
- (c) The lessee shall on or before the termination date remove its fixtures, fittings and goods from the premises, failing which, such fixtures, fittings and goods as have not been removed shall be forfeited to the lessor and shall become the property of the lessor.
- (d) Should the lessor become entitled to terminate this lease and take possession of the premises the lessee irrevocably appoints the lessor as the lessee's attorney to do all such acts and things and to sign all such documents as may be necessary to surrender this lease, to give possession of the premises and to convey good title to a third party to such of the lessee's fixtures, fittings and chattels as shall become the property of the lessor.

## **10. General agreements**

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### **(a) Quiet enjoyment**

The lessee may have the quiet enjoyment and use of the premises without interference by the lessor.

### **(b) Alterations**

The lessee shall not affect any alterations or additions to the premises without the written consent of the lessor.

**(c) Remove fixtures**

When this lease ends, the lessee shall remove its fixtures, fittings and goods and make good any damage to the premises or any property of which the premises may be part caused by such removal and in the event such fixtures, fittings and goods have not been removed by the lessee within seven days of such expiration or earlier determination then they shall be forfeited to the lessor and shall become the property of the lessor.

**(d) Service**

Any notices or documents required to be served under this lease may be left at the address of the lessor or lessee shown on the first page of Part A unless otherwise notified by either party in writing.

**(e) Requirements of authorities**

The lessee will observe all the applicable Acts relating to town planning, land use, environmental, fire and water regulation, workplace health and safety, native title, Aboriginal land rights, threatened species, native vegetation, conservation, national parks, wildlife and any amendment of the said Acts and any other statute affecting or relating to the premises and will indemnify the lessor against any money ordered to be paid by the lessor by reason of the non observance by the lessee, its servants, agents, invitees or licensees.

**(f) Improved pasture**

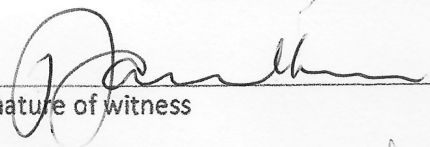
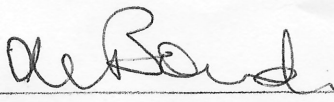
The lessee will maintain the same acreage of improved pasture as existed at the date of commencement hereof which the parties agree is sufficient improved pasture for the successful farming of the property.

**EXECUTION PAGE**

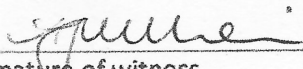
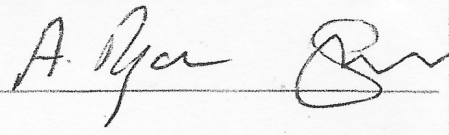
EXECUTED AS A DEED on the 28<sup>th</sup> day of MAY 2024

**SIGNED, SEALED & DELIVERED BY:** Marilyn Bond of 399 Anderson's road Drysdale 3222

of:

 _____ Signature of witness	 _____ Signature
<u>JANET FAULKNER</u> Print name of witness	

**SIGNED, SEALED & DELIVERED BY** Anthony John Ryan & Susan Louise Ryan of 60 Mountjoy road Leopold 3224  
in the presence of:

 _____ Signature of witness	 _____ Signature
<u>ALISON WILLIAMS</u> Print name of witness	



## **SECTION 32 STATEMENT**

**321-399 Andersons Road,  
Drysdale, Victoria 3222**

**VENDOR STATEMENT  
TO THE PURCHASER OF REAL ESTATE  
PURSUANT TO SECTION 32 OF THE  
SALE OF LAND ACT 1962 (VIC) (“the Act”)**

LAND **321-399 Andersons Road, Drysdale, Victoria 3222**

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

The vendor must sign this statement and give it to the purchaser prior to the purchaser signing the contract. The vendor may sign this statement to be given to the purchaser by electronic signature.

**VENDOR Marilyn Bond**

Signature of the Vendor

Signed by:  
*Marilyn Bond*  
DOE9D5B8FE6948E...

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14/11/2024

DATE OF THIS STATEMENT / /2024

The Purchaser acknowledges being given this statement signed by the Vendor together with the attached documents before the Purchaser signed any contract.

**PURCHASER**

Signature of the Purchaser

---

DATE OF ACKNOWLEDGEMENT / /2024

## 1. FINANCIAL MATTERS

### 1.1 Land subject to a mortgage

Applies if the land is to be sold subject to a mortgage (registered or unregistered), which is not to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits.

*Not applicable.*

### 1.2 Any Charge

Particulars of any charge (whether registered or not) over the land 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 Rates, taxes, charges or other similar outgoings

Particulars of any rates, taxes, charges or other similar outgoings affecting the land (and any interest payable on any part of them):

- (a) Are contained in the attached certificate(s) and/or notice(s)
- (b) There are no charges or outgoings for which the Purchaser may become liable as a consequence of the sale and which the Vendor might reasonably be expected to have knowledge<sup>1</sup>, which are not included in items 1.3 (a) above; other than any amounts specified as follows:

NIL.

### 1.4 Terms Contract

Applies if the land is to be sold pursuant to a terms contract where the Purchaser is obliged to make 2 or more payments<sup>2</sup> 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.*

### 1.5 Land Subject to Tax Reform Scheme

- (a) Is the land tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024**:

*The AVPCC allocated to the land is not a qualifying use.*

- (b) The AVPCC most recently allocated to the land:

*530.*

- (c) If the land is tax reform scheme land, its entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024:

*N/A*

- **AVPCC** means an Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines, or as otherwise defined under the **Commercial and Industrial Property Tax Reform Act 2024**.

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<sup>1</sup> Other than any GST payable in accordance with the contract.

<sup>2</sup> Other than a deposit or final payment

## 2. INSURANCE DETAILS

### 2.1 Damage and destruction

Applies if the contract for the sale of land 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

Applies where there is a residence on the land which 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 Easement, covenant or other similar restriction affecting the land

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

is set out in the attached copies of title document(s).

(b) Particulars of any existing failure to comply with the terms of that easement, covenant or other similar restrictions are:

*None, to the Vendor's knowledge.*

### 3.2 Designated bushfire prone area

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

### 3.3 Road access

There is access to the property by road.

### 3.4 Planning scheme

Is contained in the attached 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 certificate(s) and/or statement(s), if any.

### 4.2 Agricultural purposes

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.

#### 4.3 Land acquisition

Particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

*None, to the Vendor's knowledge.*

#### 5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years in relation to a building on the land<sup>3</sup>:

*Not applicable.*

#### 6. OWNERS CORPORATION

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") DETAILS

##### 7.1 Work-in-kind agreement

Applies if the land is subject to a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

*Not applicable.*

##### 7.2 GAIC recording

Applies In the case of land in respect of which there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act 1987*). The following certificates or notices must be attached:

*Not applicable.*

#### 8. SERVICES

The following services marked "X" in the accompanying box are not connected to the land:

- electricity supply
- gas supply
- water supply
- sewerage
- telephone services

#### 9. TITLE

Copies of the following documents are attached:

##### 9.1 Registered Title (*Transfer of Land Act 1958*)

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

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<sup>3</sup> Only required where there is a residence on the land



## **10. SUBDIVISION**

### **10.1 Unregistered Subdivision**

Applies in the case of land that is subject to a subdivision:

*Not applicable.*

### **10.2 Further Plan of Subdivision**

Applies in the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed:

*Not applicable.*

## **11. DUE DILIGENCE CHECKLIST**

The Vendor or the Vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available before the land is offered for sale to any prospective purchaser from the time the land for sale that is vacant residential land or land on which there is a residence.

The provision or attachment of the due diligence checklist to Vendor Statement is not required but may be attached as a matter of convenience.

## **12. ATTACHMENTS**

Register Search Statement Title Volume 10419 Folio 986

Registered Plan of Subdivision No: PS419091K

Planning Property Report

VicRoads Certificate

Barwon Water Information Statement/

Greater Geelong Land Information Certificate

State Revenue Office Land Tax Certificate

Building Information Certificate(s)

Certificate of Barrier Compliance

Endorsed Planning Permit No: PP-457-2024

Extract of Environmental Protection Authority Priority Site Register

DELWP Crown Land License Search

Heritage Victoria Section 58 Certificate

Due Diligence Checklist



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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 10419 FOLIO 986

Security no : 124118307656A  
Produced 17/09/2024 09:50 AM

**LAND DESCRIPTION**

Lot 2 on Plan of Subdivision 419091K.  
PARENT TITLES :  
Volume 10412 Folio 304 to Volume 10412 Folio 306  
Created by instrument PS419091K 21/12/1998

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
MARILYN BOND of 321-399 ANDERSONS ROAD DRYSDALE VIC 3222  
AX890182B 10/04/2024

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AF799961Q 23/04/2008  
COMMONWEALTH BANK OF AUSTRALIA

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

**DIAGRAM LOCATION**

SEE PS419091K 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: 321-399 ANDERSONS ROAD DRYSDALE VIC 3222

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 10/04/2024

DOCUMENT END



# Imaged Document Cover Sheet

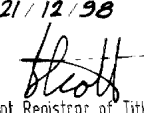
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Plan</b>
Document Identification	<b>PS419091K</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>17/09/2024 09:50</b>

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

<b>PLAN OF SUBDIVISION</b>		<del>STAGE No</del>	LTO USE ONLY <b>EDITION 2</b>	PLAN NUMBER <b>PS419091K</b>
<b>LOCATION OF LAND</b> PARISH: BELLARINE BLOCK 2  SECTION: -  CROWN ALLOTMENT: -  CROWN PORTION: 5 & 6 (PARTS)  LTO BASE RECORD: PARISH LITHO TITLE REFERENCES: Vol.10412 Fol's 304,305 & 306  LAST PLAN REFERENCE/S: POSTAL ADDRESS: 321-479 ANDERSONS RD (At time of subdivision) DRYSDALE 3222  AMG Co-ordinates (of approx centre of land in plan) E 289 670 ZONE: 55 N 5 770 300		<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b>  COUNCIL NAME: CITY OF GREATER GEELONG REF: 4143 1. <del>This plan is certified under Section 6 of the Subdivision Act 1988</del> 2. This plan is certified under Section 11(7) of the Subdivision Act 1988 Date of original certification under Section 6 <b>26 / 6 / 98</b> 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988  OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 <del>has</del> /has not been made (ii) <del>The requirement has been satisfied</del> (iii) <del>The requirement is to be satisfied in Stage</del>  Council Delegate <del>Council Seal</del> Date <b>10 / 12 / 98</b>  Re-certified under Section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
<b>VESTING OF ROADS AND/OR RESERVES</b>				
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
<b>NOTATIONS</b>				
STAGING This <del>is</del> /is not a staged subdivision Planning permit No				
DEPTH LIMITATION DOES NOT APPLY				
THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES.				
SURVEY THIS PLAN IS <del>IS NOT</del> BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) IN PROCLAIMED SURVEY AREA No				
<b>EASEMENT INFORMATION</b>				<b>LTO USE ONLY</b>
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				STATEMENT OF COMPLIANCE EXEMPTION STATEMENT
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SUPPLY OF ELECTRICITY	3	AE460249K	Vol. 10419 Fol. 985 (LOT 1)
				RECEIVED <input checked="" type="checkbox"/>  DATE <b>11 / 9 / 98</b>
				<b>LTO USE ONLY</b> PLAN REGISTERED TIME <b>4-35AM</b> DATE <b>21 / 12 / 98</b>  Assistant Registrar of Titles
				SHEET 1 OF 2 SHEETS
<b>GRANT ST QUENTIN</b> SURVEYORS 76 LITTLE RYRIE STREET GEELONG 3220 PO BOX 919 GEELONG 3213 PH (03)52292011 FAX (03)52292909			LICENSED SURVEYOR (PRINT) <b>GRANT ST QUENTIN</b> SIGNATURE ..... DATE <b>9 / 12 / 98</b> REF <b>3928/98</b> VERSION <b>03</b>	DATE <b>10 / 12 / 98</b> COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE <b>A3</b>

# PLAN OF SUBDIVISION

STAGE No

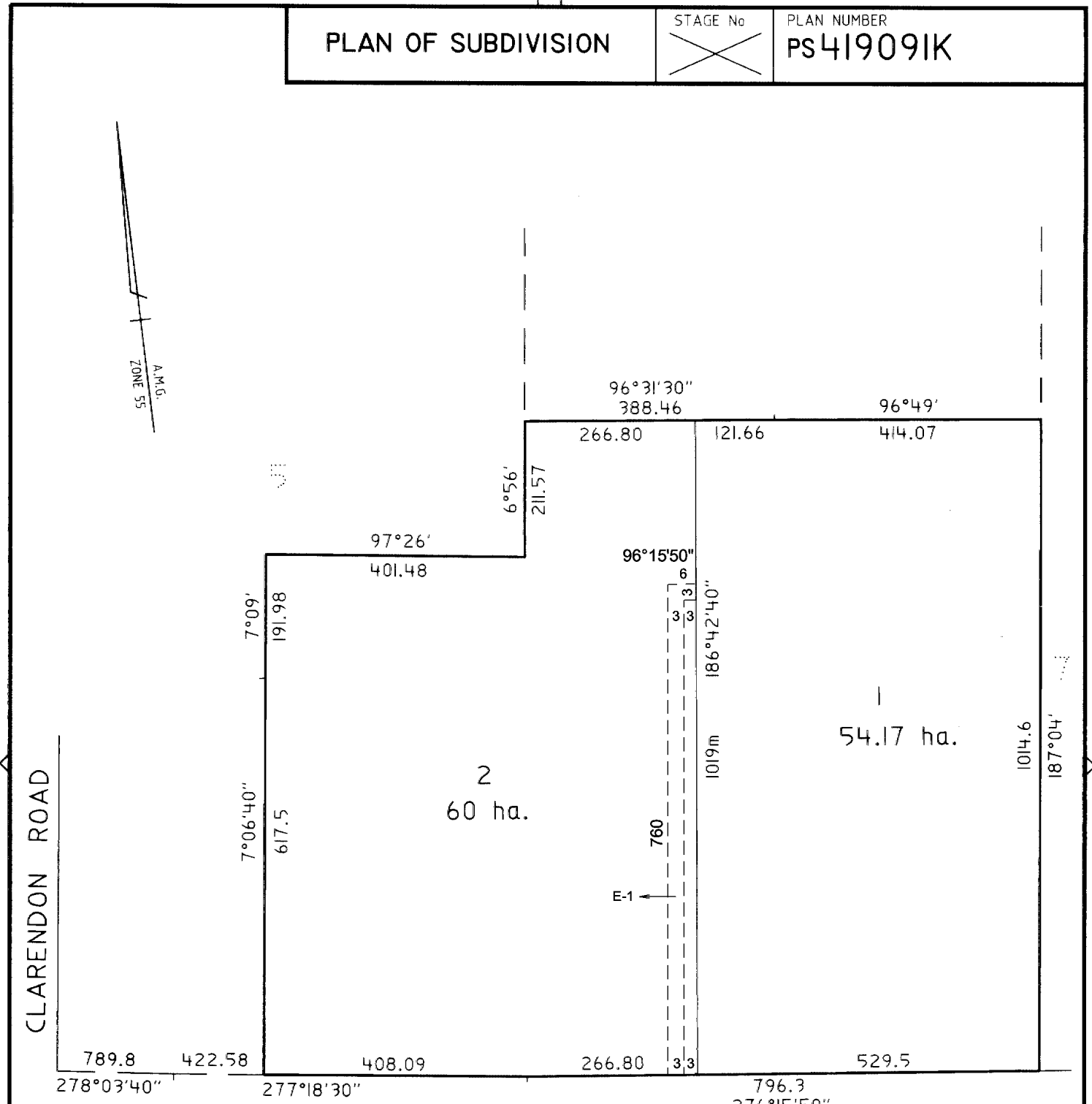
PLAN NUMBER

## PS419091K

A.M.G.  
ZONE 55

CLARENDON ROAD

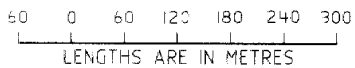
ANDERSONS ROAD



### GRANT ST QUENTIN

SURVEYORS

76 LITTLE RYRIE STREET GEELONG 3220  
PO BOX 919 GEELONG 3213  
PH (03)52292011 FAX (03)52292909



ORIGINAL  
SCALE 1:6000  
SHEET SIZE A3

LICENSED SURVEYOR(PRINT) GRANT ST QUENTIN

SIGNATURE ..... DATE 9 / 12 / 98

REF 3928/98 VERSION 03

SHEET 2 OF 2 SHEETS

DATE 10 / 12 / 98

COUNCIL DELEGATE SIGNATURE



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 16 September 2024 04:40 PM

## PROPERTY DETAILS

Address: **321-399 ANDERSONS ROAD DRYSDALE 3222**  
 Lot and Plan Number: **Lot 2 PS419091**  
 Standard Parcel Identifier (SPI): **2\PS419091**  
 Local Government Area (Council): **GREATER GEELONG**  
 Council Property Number: **310337**  
 Planning Scheme: **Greater Geelong**  
 Directory Reference: **Melway 471 F3**

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

[Planning Scheme - Greater Geelong](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**  
 Legislative Assembly: **BELLARINE**

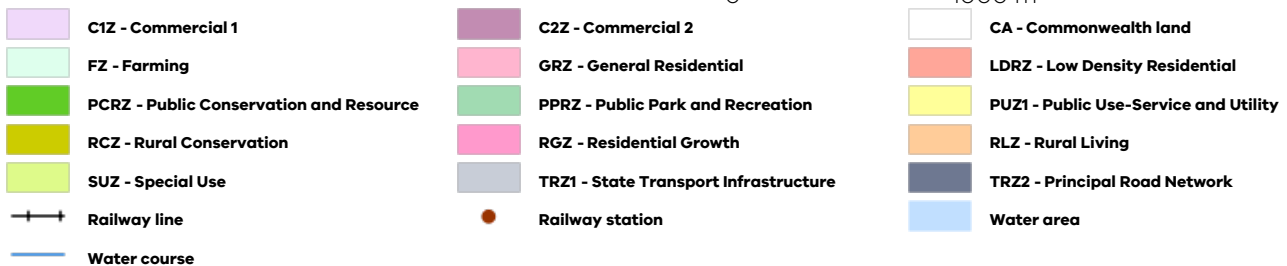
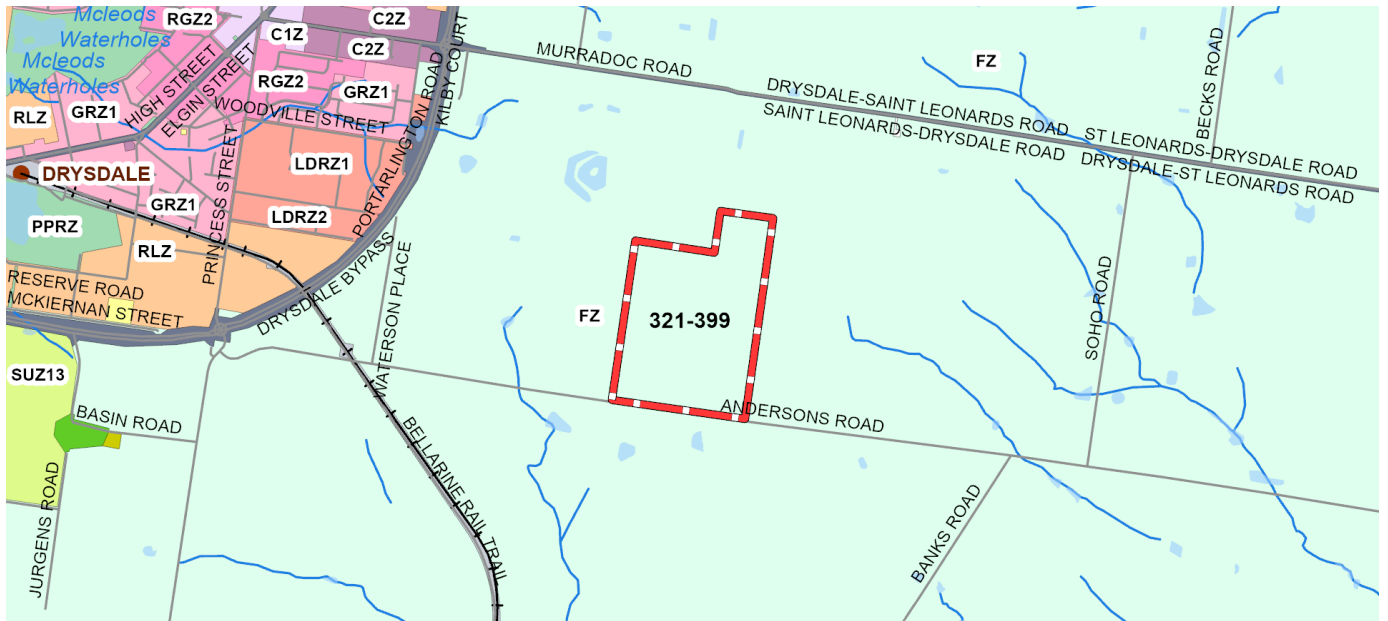
## OTHER

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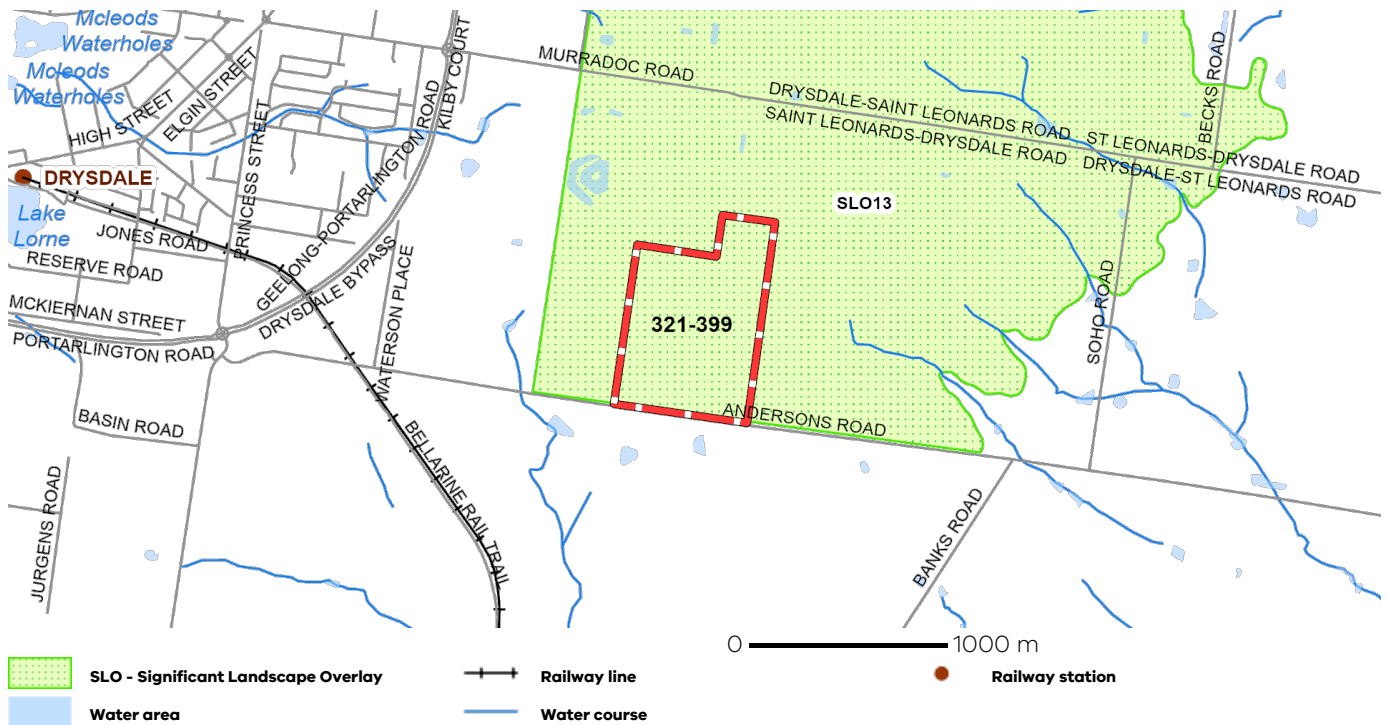
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

# PLANNING PROPERTY REPORT

## Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 13 (SLO13)



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



# PLANNING PROPERTY REPORT

## OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)

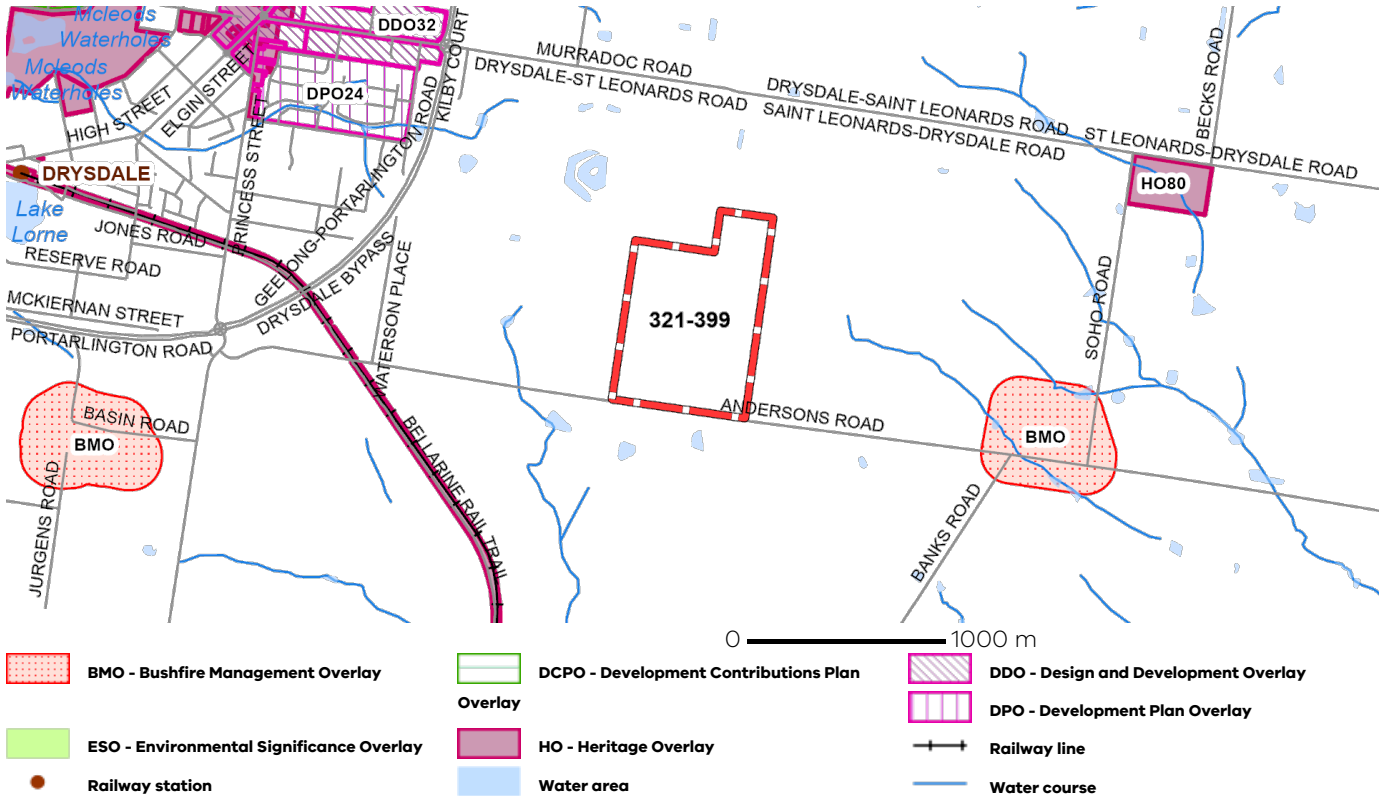
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[HERITAGE OVERLAY \(HO\)](#)



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

## Further Planning Information

Planning scheme data last updated on 11 September 2024.

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

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

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

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

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

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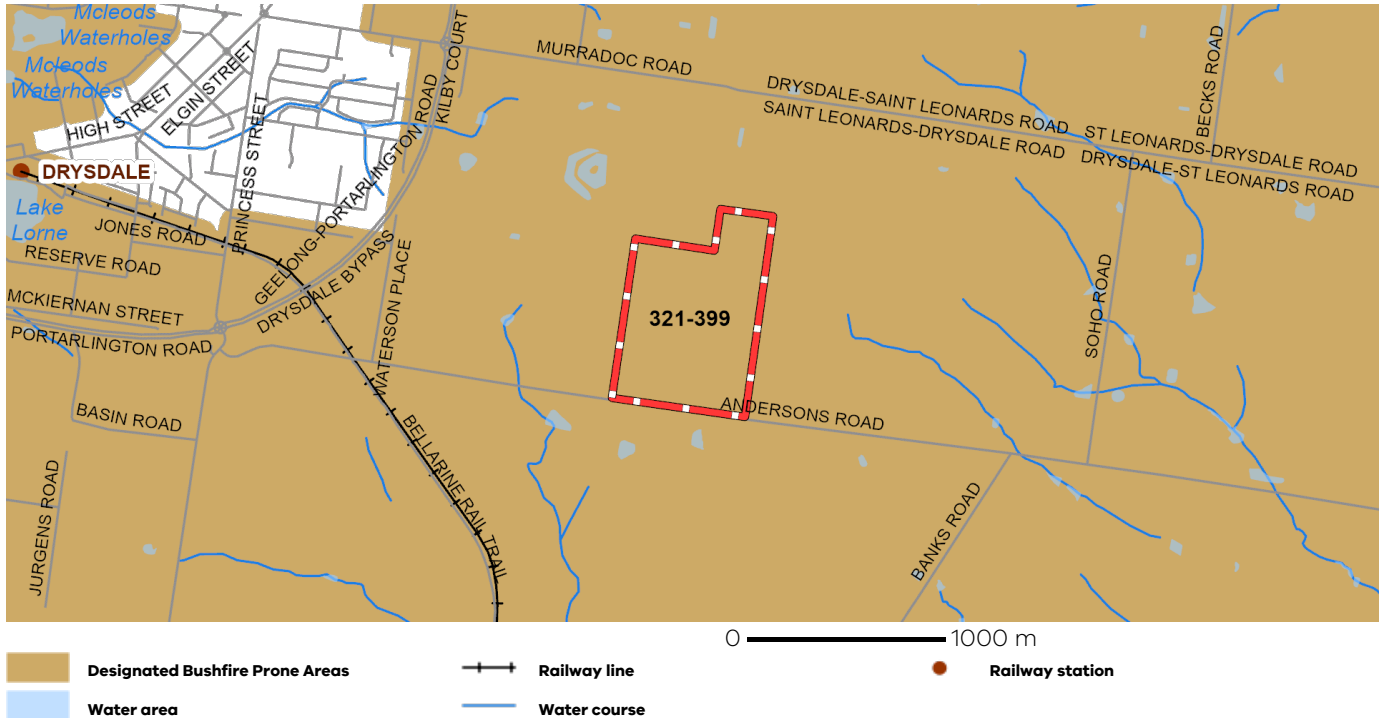
# PLANNING PROPERTY REPORT

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

Native plants that are indigenous to 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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\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Nevetts Lawyers C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 697311

NO PROPOSALS. As at the 17th September 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

321-399 ANDERSONS ROAD, DRYSDALE 3222  
CITY OF GREATER GEELONG

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 17th September 2024

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 74258735 - 74258735094858 '697311'**

## Information Statement Part A

In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part B)

**INSTALLATION NUMBER:** 20058456      **APPLICATION NUMBER:** 475306      **DATE:** 17/09/2024  
**PROPERTY ADDRESS:** 321-399 ANDERSONS RD, DRYSDALE, VIC 3222  
**YOUR REFERENCE:** 697311  
**OWNER:** M Bond  
**COMMENTS:** **Comments**

The following service charges are applicable for the abovenamed property for the period 01/07/2024 to 30/09/2024. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

		<b>Value</b>	<b>GST</b>	<b>Price</b>
Water Service Charge		31.23	0.00	31.23
Total Service Charge	\$	31.23	0.00	31.23

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

### Charges Due & Payable

		<b>Value</b>	<b>GST</b>	<b>Price</b>
Water Service Charge		31.23	0.00	31.23
<b>TOTAL DUE</b>	<b>\$</b>	<b>31.23</b>	<b>0.00</b>	<b>31.23</b>

### Important Information

Account Not Yet Issued For Service And Volume Charges.

The supply of water/sewer to this property is "By Agreement"

The water meter for this property was last read on 11/06/2024. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

The information statement will also provide details of other charges, including any unpaid amounts. In order to ensure this is accurate close to the time of settlement, you can request an Information Statement update by going to [Information statement update](#) or by visiting Properties and development – Information statement update page on our website or by calling 1300 656 007.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.

\* **PLEASE NOTE:** Verbal confirmation will not be given after 16/11/2024. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 16/11/2024 and a fee will be payable.

If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.

Manager Customer Centre

## Information Statement Part A

In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part B)

**INSTALLATION NUMBER:** 16569633      **APPLICATION NUMBER:** 475306      **DATE:** 17/09/2024  
**PROPERTY ADDRESS:** 401-479 ANDERSONS RD, DRYSDALE, VIC 3222  
**YOUR REFERENCE:** 697311  
**OWNER:** DENBY DALE SUPER FUND PTY LTD  
**COMMENTS:** **Comments**

The following service charges are applicable for the abovenamed property for the period 01/07/2024 to 30/09/2024. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

		<b>Value</b>	<b>GST</b>	<b>Price</b>
Water Service Charge		31.23	0.00	31.23
Total Service Charge	\$	31.23	0.00	31.23

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

### Charges Due & Payable

		<b>Value</b>	<b>GST</b>	<b>Price</b>
Water Service Charge		31.23	0.00	31.23
<b>TOTAL DUE</b>	<b>\$</b>	<b>31.23</b>	<b>0.00</b>	<b>31.23</b>

### Important Information

Account Not Yet Issued For Service And Volume Charges.

The supply of water/sewer to this property is "By Agreement"

The water meter for this property was last read on 11/06/2024. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

The information statement will also provide details of other charges, including any unpaid amounts. In order to ensure this is accurate close to the time of settlement, you can request an Information Statement update by going to [Information statement update](#) or by visiting Properties and development – Information statement update page on our website or by calling 1300 656 007.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.

\* **PLEASE NOTE:** Verbal confirmation will not be given after 16/11/2024. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 16/11/2024 and a fee will be payable.

If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.

Manager Customer Centre

# *Information Statement Part B*

*In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part A)*

17-09-2024

Nevetts Lawyers C/- InfoTrack (LEAP) C/- LANDATA  
Two Melbourne Quarter, Level 13, 697 Collins Street  
Docklands

Property: 321-399 ANDERSONS ROAD DRYSDALE 3222

I refer to your application received at this office on 17/09/2024. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

Please note that this property is subject to a Water Supply By Agreement. Please refer to the attached document for details.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

**Our Ref:** EC475306

**Your Ref:** 697311

**Agent Ref:** 74258735-026-9

Yours faithfully.

Manager Customer Centre

# *Information Statement Part B*

*In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part A)*

17-09-2024

Nevetts Lawyers C/- InfoTrack (LEAP) C/- LANDATA  
Two Melbourne Quarter, Level 13, 697 Collins Street  
Docklands

Property: 401 ANDERSONS RD DRYSDALE 3222

I refer to your application received at this office on 17/09/2024. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

Please note that this property is subject to a Water Supply By Agreement. Please refer to the attached document for details.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

**Our Ref:** EC475306

**Your Ref:** 697311

**Agent Ref:** 74258735-026-9

Yours faithfully.

Manager Customer Centre

# WATER SUPPLY "BY AGREEMENT"

Nevetts Lawyers C/- InfoTrack (LEAP) C/- LANDATA  
Two Melbourne Quarter, Level 13, 697 Collins Street  
Docklands

17-09-2024

Dear Sir/Madam

**Re: Water Supply 'By Separate Written Agreement' to:**

321 399 ANDERSONS RD DRYSDALE 3222

Barwon Water's records indicate this property is not within a "Declared Serviced Area" and is supplied with water under a Separate Written Agreement. (SWA)

You should note this agreement is between the occupier (owner or tenant) of a property and Barwon Water, and is subject to conditions that **MUST** be adhered to. It should also be noted there is no property entitlement for continued supply of water to the land in question. Therefore a new occupier (owner or tenant) of this property is required to apply to Barwon Water for a new agreement for water supply to be continued. Please find attached **an application form to be completed and submitted within 14 days** of you occupying the property.

Due to recent changes in "Safe Drinking Water Regulations", Barwon Water now reviews all conditions when a new "supply agreement" relates to a property, and reserves the right to ensure water supply systems are consistent with today's standard requirements. Therefore, when the information on the water supply to the property is reviewed, if it is found all the conditions (including new conditions required due to the above regulation changes) are not met, Barwon Water will insist they are met thus ensuring continuance of supply under agreement arrangements.

The new Customer Charter contains standard terms and conditions that relate to this type of water supply agreement. Additional conditions which may include: meter types (e.g. remote RF meters etc.), relocation of private service pipes outside private property, and other modifications etc., may also be required at the owner or occupier's expense prior to an agreement existing. Terms and Conditions documents are available at Barwon Water's offices, on our website at [www.barwonwater.vic.gov.au](http://www.barwonwater.vic.gov.au), or our staff can arrange to post or fax a copy to you by calling the number below.

If an application form is not received within 14 days of the new occupancy, Barwon Water may direct termination of this water supply. Alternatively, if the occupier of the property is not the owner, please advise of the occupier's details (name and postal address) so the relevant documentation may be forwarded appropriately.

If the supply to the property is through a system owned by a third party, the occupier will be required to deal with the owner(s) regarding continued access.

Should you have any further enquiries regarding the information above, please contact Development Services on 1300 656 007.

**Our Ref:** EC475306

**Your Ref:** 697311

**Agent Ref:** 74258735-026-9

Yours faithfully,

Manager Customer Centre





# Supply by agreement - renewal

<b>Installation no:</b>	<b>Customer no:</b>
-------------------------	---------------------

*\*Mandatory*

<b>Location of property*</b>			Title or site plan attached <input type="checkbox"/>
Crown Allotment No:	Parish name:	Lot No:	Street No:
Street:		Suburb:	
Nearest Cross Road:			

<b>Owner details *</b>	
Name:	
Postal Address:	
	Postcode:
Phone:	Fax:
E-mail:	
Settlement date:	

<b>Applicant details * (if not the current owner)</b>	
Name:	
Postal Address:	
	Postcode:
Phone:	Fax:
E-mail:	
Settlement date:	

<b>Purpose of use *</b>	
<input type="checkbox"/> Domestic	<input type="checkbox"/> Industry (please specify type) _____
<input type="checkbox"/> Stock (please specify) _____	
Has the purpose of the supply changed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes please provide details _____	
** Please note this renewal application will attract a renewal fee in accordance with the Barwon Water's schedule of charges	

<b>Supply Information *</b>	
Tapping size: _____ mm	Size of meter at tapping point: _____ mm
Size of meter located at individual property boundaries: 20 mm <input type="checkbox"/> 25 mm <input type="checkbox"/>	
Estimated maximum daily demand _____ kL	Estimated maximum annual consumption _____ kL
Is this a shared private water extension? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Location of existing connection to Barwon Water's main and the location of existing meters: _____	
Does this service currently cross the property's boundaries? <input type="checkbox"/> yes <input type="checkbox"/> No	

<b>Declaration *:</b>		
I, the applicant, being the occupier of the above mentioned property understand that Water Supply by Agreements are for non-standard connections to Barwon Water's supply system and that upon review of this application Barwon Water may impose special conditions or refuse permission to connect.		
<b>Name:</b>	<b>Signature:</b>	<b>Date:</b>

## CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272  
 PO Box 104, Geelong VIC 3220 E: [contactus@geelongcity.vic.gov.au](mailto:contactus@geelongcity.vic.gov.au)  
[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

**2024-2025 LAND INFORMATION CERTIFICATE**

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **17-Sep-2024**Certificate No: **222187**

Applicants Ref:

**74258735-014-6:193007***Assessment Number:* **110585**

Property Address: **321-399 Andersons Road, DRYSDALE VIC 3222**  
 Property Description: **600100m2 Lot 2 PS 419091**  
 AVPCC / Land Use: **530 - Mixed farming and grazing-Normally more than 20Ha**

Ratepayer as per  
 Council Records: **M Bond**

Applicant:

**Secure Electronic Registries Victoria Pty Ltd**  
**PO BOX 500**  
**EAST MELBOURNE VIC 8002**

Operative Valuation Date:	<b>01-Jul-2024</b>
Level of Valuation Date:	<b>01-Jan-2024</b>
Capital Improved Value:	<b>2,350,000</b>
Site Value:	<b>1,900,000</b>
Net Annual Value:	<b>117,500</b>

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, Local Government Act 2020 or under a local law or By-Law 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 the Council or the relevant Authority. A fee may be charged for such information.

Particular of Rates & Charges, Outstanding Notices and Works for which a charge has been made:

- ◆ The **current rating year** is for the period **01/07/2024** to **30/06/2025**. Lump sum payment – due by **15/02/2025** or by instalment **30/09/2024**, **30/11/2024**, **28/02/2025** and **31/05/2025**. Interest is chargeable after these dates on any outstanding amount.
- ◆ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

**Please Note: Council has no involvement in the settlement process. On request any overpayment of rates at settlement will be refunded to the payee, with a \$30 fee being applicable.**

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue (ie. **16-Dec-2024**) and within the current financial year.

The Local Government Act 2020 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.

Notice can be emailed to: [transfers@geelongcity.vic.gov.au](mailto:transfers@geelongcity.vic.gov.au)

**2024-2025 LAND INFORMATION CERTIFICATE (cont.)**

In accordance with Section 121 of the  
Local Government Act 2020

Date of Issue: **17-Sep-2024**

eService

Certificate No: **222187**

Property Address: **321-399 Andersons Road, DRYSDALE VIC 3222**

Assessment Number: **110585.7**

	<u>Rate, Charges &amp; Other Monies</u>	<u>Amount \$</u>
<b>Arrears:</b>	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
<b>Current:</b>	General Rates	2,373.85
	State Government Levies	941.45
	Waste Management	473.25
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	0.00
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
<b>Other:</b>	Special Charges ( <i>subject to Final Costs</i> )	0.00
	Sundry Charges	0.00
<b>Payment:</b>	Amount Received	0.00
	Overpayment	0.00
<p><b>All Overdue amounts should be paid at settlement.</b> The purchaser is liable for all outstanding rates and charges after transfer and settlement.</p>		<p><b>Total Due: 3,788.55</b></p>

**General Notes:** Supplementary Valuations are conducted by Council when a property's characteristics change. Examples of this (but not exclusive) are: A building is altered, erected, or demolished. A property is amalgamated, subdivided, rezoned, part sold, or affected by road construction. As a result of this, an Adjusted Valuation may be returned in due course and a subsequent rate adjustment may be levied within the financial year.

**Condition:**

I hereby certify that as the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the **City of Greater Geelong** together with any Notices pursuant to the Local Government Act 1989, Local Laws or any other legislation.



**Authorised Officer**



**Reference: 100001105857**

Payment via internet or phone banking,  
from your cheque or savings account.

**Your Ref: 74258735-014-6:193007**

**Page 2 of 2**

Standard Property  
**Sec 121 LGA 2020**

# Property Clearance Certificate

## Land Tax



INFOTRACK / NEVETTS LAWYERS

**Your Reference:** 123489  
**Certificate No:** 79933646  
**Issue Date:** 17 SEP 2024  
**Enquiries:** ESYSPROD

**Land Address:** 321 -399 ANDERSONS ROAD DRYSDALE VIC 3222

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26979677	2	419091	10419	986	\$0.00

**Vendor:** MARILYN BOND  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS MARILYN BOND	2024	\$1,800,000	\$0.00	\$0.00	\$0.00

**Comments:** Property is exempt: LTX primary production land.

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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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 IMPROVED VALUE: \$2,300,000

SITE VALUE: \$1,800,000

**CURRENT LAND TAX CHARGE: \$0.00**

# Notes to Certificate - Land Tax

**Certificate No:** 79933646

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. 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.

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

7. 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.
8. 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 = \$11,850.00

Taxable Value = \$1,800,000

Calculated as \$11,850 plus ( \$1,800,000 - \$1,800,000) multiplied by 1.650 cents.

## Land Tax - Payment Options

**BPAY**




Billers Code: 5249  
Ref: 79933646

**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: 79933646

**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)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / NEVETTS LAWYERS

<b>Your Reference:</b>	123489
<b>Certificate No:</b>	79933646
<b>Issue Date:</b>	17 SEP 2024
<b>Enquires:</b>	ESYSPROD

**Land Address:** 321 -399 ANDERSONS ROAD DRYSDALE VIC 3222

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26979677	2	419091	10419	986	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
530	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMPROVED VALUE:</b>	\$2,300,000
<b>SITE VALUE:</b>	\$1,800,000
<b>CURRENT CIPT CHARGE:</b>	\$0.00



# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 79933646

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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 commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. 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 unpaid commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. 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.

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / NEVETTS LAWYERS

**Your Reference:** 123489**Certificate No:** 79933646**Issue Date:** 17 SEP 2024**Land Address:** 321 -399 ANDERSONS ROAD DRYSDALE VIC 3222

Lot	Plan	Volume	Folio
2	419091	10419	986

**Vendor:** MARILYN BOND**Purchaser:** FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

**Comments:** No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**CURRENT WINDFALL GAINS TAX CHARGE:****\$0.00**

A handwritten signature in black ink, appearing to read "Paul Broderick".

**Paul Broderick**  
Commissioner of State Revenue



# Notes to Certificate - Windfall Gains Tax

**Certificate No:** 79933646

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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 in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, 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 unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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



## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. 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.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 79933644</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 79933644</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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## CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272  
PO Box 104, Geelong VIC 3220 E: [contactus@geelongcity.vic.gov.au](mailto:contactus@geelongcity.vic.gov.au)  
[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)



Secure Electronic Registries Victoria Pty Ltd  
PO BOX 500  
EAST MELBOURNE VIC 8002

Date of Issue: 23 September 2024  
Council Reference: PIR-2024-6631  
Your Reference: 74258735-015-3

**BUILDING INFORMATION CERTIFICATE**

This certificate is issued pursuant to regulation 51(1) of the [Building Regulations 2018](#) and contains information relevant to building permits, certificates, orders and/or notices issued **within the preceding 10 years**, as of **23 September 2024**.

**PROPERTY INFORMATION**

Property Address **321-399 Andersons Road, DRYSDALE VIC 3222**  
600100m2 Lot 2 PS  
Title Information 419091 Volume / Folio CT-10419/986

**DETAILS OF PERMITS AND CERTIFICATES**

*Contains information relating to any Building Permits, Certificates of Final and/or Certificates of Occupancy, pursuant to Building Regulation 2018.*

Permit Description **Shed**  
Issue Date **18/08/2016** Permit Number **1471/161740**  
Council Reference Number **PBPD-E-2016-3590**  
Certificate of Final/Occupancy Issue Date **29/04/2017**

**DETAILS OF CURRENT STATEMENTS**

*Contains information relating to any statements issued under Regulation 64 (Combined Allotments) and/or Regulation 231 (Subdivision of Existing Buildings), pursuant to Building Regulation 2018.*

Combined Allotment Issue Date **N/A** Subdivision of Existing Buildings Date **N/A**

**DETAILS OF CURRENT NOTICE OR ORDERS**

*Contains information relating to any Notice(s) and Order(s) issued by the Relevant Building Surveyor under the Building Act 1993.*

Notice/Order Type **N/A**  
Description **N/A**  
Council Reference Number **N/A** Issue Date **N/A**

## DETAILS OF POOL AND/OR SPA REGISTRATION

*Contains information relating to any records recorded within Council's Pool and Spa Register under the Building Act 1993 and Building Regulations 2018.*

Pool/Spa Type    **Permanent Pool**  
Current Status    **Compliance Certified**  
Compliance Due Date    **28/10/2026**  
Council Reference Number    **PSR-2020-4067**

### PLEASE NOTE

- Information provided within this certificate is current only on the date of issue, as the details included are subject to change.
- This exclusion of any permits dated more than 10 years prior to the issuance of this certificate may not be included due to limitations in the periods records have been kept and/or documentation not received by Council.
- The inclusion and/or exclusion of permits or certificates does not indicate whether all buildings and construction work is compliant with the relevant legislative approvals.

If you have any questions or concerns relating to this certificate, please contact us at [bir@geelongcity.vic.gov.au](mailto:bir@geelongcity.vic.gov.au) or on (03) 5272 4450.

**BUILDING SERVICES**  
**137-149 MERCER STREET,**  
**GEELONG VIC 3220**



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# Certificate of Barrier Compliance

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321-399 Andersons Road Drysdale 3222 Victoria Australia



## Form 23 - Certificate of Barrier Compliance RB

28 Oct 2022

FORM 23 \_\_\_ Building Act 1993 \_\_\_ Building Regulations 2018 \_\_\_ Regulations 147Y(4), 147ZB(2)

### Issued To:

1. Name of owner of the land (the property) on which the swimming pool or spa is located:	Rodney Bond
2. Postal address:	PO Box 657 Drysdale VIC 3222
3. Phone number:	0418513979
4. Email address:	rodbond399@gmail.com

### Property details:

Pool Location Address	321-399 Andersons Road Drysdale 3222 Victoria Australia
Municipal District or Council	City of Greater Geelong
Type of swimming pool or spa:	Permanent swimming pool
5. Date of construction of the swimming pool or spa:	24/10/2009
6. Applicable barrier standard:	AS 1926.1-1993 (including Amendment 1)
7. The applicable barrier standard applies under the relevant:	Deemed to satisfy provisions of the BCA
8. Date of inspection of the swimming pool or spa barrier:	26 Oct 2022

### Certification of Compliance

Following inspection of the swimming pool barrier/spa barrier on the date/s referred to in item 8 of this certificate, I certify that the barrier complies with the applicable barrier standard.

Signature of swimming pool and spa inspector

Date 28 Oct 2022

9. Building Work on the Barrier.

I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barriers compliance with the applicable barrier standard.

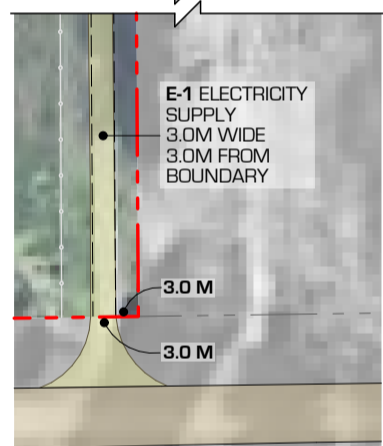
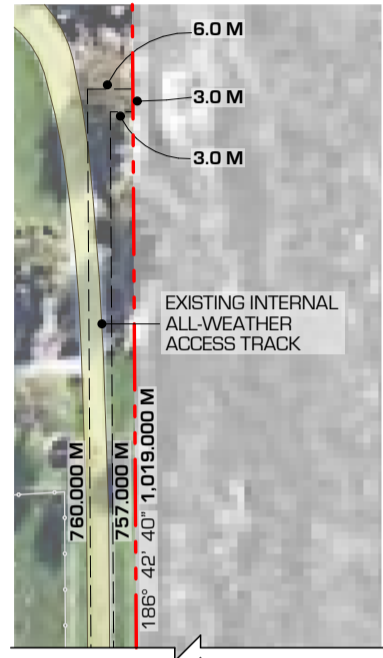
### Inspector Details:

10. Name of Pool Inspector	Peter Davidson
11. ABN:	50813160141
12. Address	33 High St, Drysdale, Victoria, 3222
13. Email	admin@petespoolinspections.com.au
14. Building Practitioner No:	IN-PS 70680

**GREATER GEELONG CITY COUNCIL  
PLANNING ENVIRONMENT ACT 1987  
GREATER GEELONG PLANNING SCHEME**

**Endorsed Plan  
Planning Permit No: PP-457-2024  
Sheet 1 of 1  
Approved By Keelen Jones  
Approved Date 11/06/2024**

**NOTE: THIS IS NOT A BUILDING APPROVAL**



**ENLARGEMENT 1:1000**



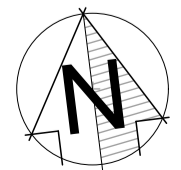
**Myers**  
Planning &  
Associates

Co.Lab, Dispensary Lane  
Warrnambool VIC 3280  
Phone: (03) 5562 9443  
ABN 53253414622

© Myers Planning and Associates 2023

project:  
**PROPOSED 2-LOT SUBDIVISION AT 321-399  
ANDERSONS ROAD DRYSDALE VIC. 3222**  
client:  
**MARILYN BOND**  
drawing title:  
**CONCEPT PLAN OF SUBDIVISION**

rev. description:	date:
date: <b>MAY. 2024</b>	designed by: <b>CD</b>
scale: <b>1:3500</b>	drawn by: <b>CD</b>
<b>A3</b>	project no.: <b>24-1296</b>
	rev.:



dwg no: **TP2** of TP2

## Extract of EPA Priority Site Register

Page 1 of 2

\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

### PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 321-399 ANDERSONS ROAD

SUBURB: DRYSDALE

MUNICIPALITY: GREATER GEELONG

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 471 Reference F1  
Melways 40th Edition, Street Directory, Map 471 Reference F2  
Melways 40th Edition, Street Directory, Map 471 Reference E1  
Melways 40th Edition, Street Directory, Map 471 Reference F3  
Melways 40th Edition, Street Directory, Map 471 Reference E2  
Melways 40th Edition, Street Directory, Map 471 Reference D1  
Melways 40th Edition, Street Directory, Map 471 Reference E3  
Melways 40th Edition, Street Directory, Map 471 Reference D2  
Melways 40th Edition, Street Directory, Map 471 Reference D3

DATE OF SEARCH: 17th September 2024

### PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

### IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into

[Extract of Priority Sites Register] # 74258735 - 74258735094858  
'697311'



## Extract of EPA Priority Site Register

\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria  
200 Victoria Street  
Carlton VIC 3053  
1300 EPA VIC (1300 372 842)





## Department of Environment, Land, Water & Planning

C/O LANDATA® Online Services  
Telephone: (03) 9102 0402

Your Ref:697311  
Our Ref:74258735-031-3

17 Sep 2024

Nevetts Lawyers C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000

Dear Sir / Madam

### **RE: PROPERTY ENQUIRY - 321-399 ANDERSONS ROAD, DRYSDALE 3222**

I refer to your property enquiry dated 17 Sep 2024, and advise that there are no licences associated with this property.

Should you have any queries regarding this matter please contact  
[transactioncentre@delwp.vic.gov.au](mailto:transactioncentre@delwp.vic.gov.au)

### **LANDATA® Property Certificates Service**

#### **Privacy Statement**

*Any personal information about you or a third party in your correspondence will be protected under the provisions of the Privacy and Data Protection Act 2014. It will only be used or disclosed to appropriate Ministerial, Statutory Authority, or departmental staff in regard to the purpose for which it was provided, unless required or authorised by law. Enquiries about access to information about you held by the Department should be directed to the Privacy Coordinator, Department of Environment, Land, Water and Planning, PO Box 500, East Melbourne, Victoria 8002*





## **CERTIFICATE**

**Pursuant to Section 58 of the *Heritage Act 2017***

**Nevetts Lawyers C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000**

**CERTIFICATE NO:  
74258735**

**PROPERTY ADDRESS:  
321-399 ANDERSONS ROAD  
DRYSDALE**

**PARCEL DESCRIPTION:  
Lot 2 PS419091K**

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. An application for exclusion from the Victorian Heritage Register has not been made.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.



Environment,  
Land, Water  
and Planning



**CERTIFICATE**

Pursuant to Section 58 of the *Heritage Act 2017*

A handwritten signature in black ink, appearing to read "Adam King".

**Executive Director**

**DATED: 18/09/2024**

*Note: This Certificate is valid at the date of issue.*

# 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 [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 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