

Contract of Sale

Australian Unity Trustees Limited as
Executor of the Estate of John William
Causon

to

Property: 300-320 Murradoc Road,
Drysdale, Victoria 3222

Our Ref: SEK:SEK:20251140

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CONTRACT OF SALE OF LAND

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980 (Vic)* by the Law Institute of Victoria. The Law Institute of Victoria is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014 (Vic)*.

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
- Special conditions, if any
- General conditions

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

**Section 31
Sale of Land Act 1962 (Vic)**

You may end this Contract within three (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 \$100.00 or 0.2% of the purchase price (whichever is more) if you end the Contract in this way

EXCEPTIONS

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

- you bought the Property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the Property at or within three (3) clear business days **before or after** a publicly advertised auction;
- the Property is used mainly for industrial or commercial purposes; or
- the Property is more than twenty (20) hectares in size and is used primarily for farming; or
- you and the Vendor 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.

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 (Vic)*** 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 agent authorised in writing by one (1) 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...../...../2025

print name of person signing

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

This offer will lapse unless accepted within twenty (20) clear business days (three (3) clear business days if none specified.)

SIGNED BY THE VENDOR on...../...../2025

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

PARTICULARS OF SALE

Vendor's Estate Agent:**ELDERS REAL ESTATE**

of 10-14 Brougham Street, Geelong, Victoria 3220

Tel: 03 5222 1622

Email: peter.lindeman@elders.com.au

Ref: Peter Lindeman

Vendor:**AUSTRALIAN UNITY TRUSTEES LIMITED AS EXECUTOR OF THE ESTATE OF JOHN WILLIAM CAUSON**

of 271 Spring Street, Melbourne, Victoria 3000

Vendor's Legal Practitioner or Conveyancer:**COULTER LEGAL**

of Level 1, 235 Ryrie Street, Geelong, Victoria 3220

Tel: 03 5273 5273

Email: skingston@coulterlegal.com.au

Ref: SEK:SEK:20251140

Purchaser:

Name:

of

Purchaser's Legal Practitioner or Conveyancer:

Name:

of

Tel:

Fax:

Email:

Ref:

Land (General Conditions 3 and 9):

The land is described in the table below:

| Certificate(s) of Title Reference | being lot | on plan |
|-----------------------------------|-----------|-----------------------------|
| Volume 10026 Folio 091 | Lot 1 | Plan of Subdivision 308433C |

The land includes all improvements and fixtures.

Property Address:

The address of the land is: **300-320 Murradoc Road, Drysdale, Victoria 3222**

Goods sold with the land (General Condition 6.3(f) (list or attach schedule):

All window furnishings, electric light fittings and tv antenna (as inspected).

Payment (General Condition 11)

Price \$

Deposit payable on the date the Purchaser signs this Contract
\$ (of which \$_____ has been paid)

Balance \$_____ payable at Settlement

GST (General Condition 19)

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

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

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

Settlement (General Condition 17)

is due on

Lease (General Condition 5.2)

At Settlement the Purchaser is entitled to vacant possession of the Property unless the words “**subject to lease**” appear in this box:

in which case refer to General Condition 5.2. If “**subject to lease**” then particulars of the lease are:

Terms Contract (General Condition 30)

If this Contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* (Vic) then add the words “**terms contract**” in this box :

and refer to General Condition 30 and add any further provisions by way of Special Conditions.

Encumbrances

This sale is NOT subject to an existing mortgage unless the words “**subject to existing mortgage**” appear in this box:

If the sale is “**subject to existing mortgage**” then particulars of the mortgage are :

Loan (General Condition 20)

The following details apply if this Contract is subject to a loan being approved.

Lender:

Loan not being less than:

Approval date:

Building Report (General Condition 21)

If the Contract is subject a Building Report then add the words "**Building Report**" in this box:

and refer to General Condition 21 and add any further provisions by way of Special Conditions

Pest Report (General Condition 22)

If the Contract is subject a Pest Report then add the words "**Pest Report**" in this box:

and refer to General Condition 22 and add any further provisions by way of Special Conditions

Special Conditions

This Contract does not include any Special Conditions unless the words "**Special Conditions**" appear in this box

If the Contract is subject to "Special Conditions" then particulars of the Special Conditions are:
as included below

Vendor/supplier GST withholding notice

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

To:

Purchaser/recipient:

Property address: 300-320 Murradoc Road, Drysdale VIC 3222

Lot no.: 1 **Plan of subdivision:** 308433C

In accordance with Section 14-250 of Schedule 1 of the *Tax Administration Act 1953* (Cth) ("**the Act**"), that the Purchaser is **not** required to withhold an amount ("**withholding obligation**") from the consideration payable and due to the Vendor at settlement.

The withholding obligation is not necessary as the Vendor does not make a taxable supply to the Purchaser in accordance with the definitions under the GST Act.

CONTRACT OF SALE OF LAND — GENERAL CONDITIONS

CONTRACT SIGNING

1. Electronic signature

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

2. Liability of signatory

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

3. Guarantee

The Vendor may require one (1) or more directors of the Purchaser to guarantee the Purchaser’s performance of this Contract if the Purchaser is a proprietary limited company.

4. Nominee

The Purchaser may no later than fourteen (14) days before the due date for Settlement nominate a substitute or additional person to take a transfer of the land, but the named Purchaser remains personally liable for the due performance of all the Purchaser’s obligations under this Contract.

TITLE

5. Encumbrances

- 5.1** The Purchaser buys the Property subject to:
- (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.

5.2 The Purchaser indemnifies the Vendor against all obligations under any lease or tenancy that are to be performed by the landlord at settlement.

6. Vendor warranties

6.1 The Vendor warrants that these General Conditions 1 to 35 are identical to the General Conditions 1 to 35 in the form of Contract of Sale of Land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd on 2 September 2019.

6.2 The warranties in General Conditions 6.3 and 6.4 replace the Purchaser's right to make requisitions and inquiries.

6.3 The Vendor warrants that the Vendor:

- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the Purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The Vendor further warrants that the Vendor has no knowledge of any of the following:

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

6.5 The warranties in General Conditions 6.3 and 6.4 are subject to any contrary provisions in this Contract and disclosures in the Section 32 Statement.

6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).

- 6.7** Words and phrases used in General Condition 6.6 which are defined in the *Building Act 1993* (Vic) have the same meaning in General Condition 6.6.

7. Identity of the land

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

- 7.2** The Purchaser may not:

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

8. Services

- 8.1** The Vendor does not represent that the services are adequate for the Purchaser's proposed use of the property and the Vendor advises the Purchaser to make appropriate inquiries. The condition of the services may change between the Day of Sale and Settlement and the Vendor does not promise that the services will be in the same condition at Settlement as they were on the Day of Sale.

- 8.2** The Purchaser is responsible for the connection of all services to the property after Settlement and the payment of any associated cost.

9. Consents

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

10. Transfer and duty

- 10.1** The Purchaser must prepare and deliver to the Vendor at least seven (7) days before the due date for Settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

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

11. Release of security interest

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

- 11.2** For the purposes of enabling the Purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the Purchaser may be entitled to a release, statement, approval or correction in accordance with General Condition 11.4, the Purchaser may request the Vendor to provide the Vendor's date of birth to the Purchaser. The Vendor must comply with a request made by the Purchaser under this condition if the Purchaser makes the request at least twenty-one (21) days before the due date for Settlement.

- 11.3** If the Purchaser is given the details of the Vendor's date of birth under General Condition 11.2, the Purchaser must:

- (a) only use the Vendor's date of birth for the purposes specified in General Condition 11.2; and
- (b) keep the date of birth of the Vendor secure and confidential.

- 11.4** The Vendor must ensure that at or before Settlement, the Purchaser receives:
- (a) a release from the secured party releasing the property from the security interest; or 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
 - (b) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the Contract is not or will not be property in which the security interest is granted.
- 11.5** Subject to General Condition 11.6, the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of personal property:
- (a) that:
 - (i) the Purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5,000.00 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the Vendor's business of selling personal property of that kind.
- 11.6** The Vendor is obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of personal property described in General Condition 11.5 if -
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the Purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7** A release for the purposes of General Condition 11.4(a) must be in writing.
- 11.8** A release for the purposes of General Condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the Purchaser to take title to the goods free of that security interest.
- 11.9** If the Purchaser receives a release under General Condition 11.4(a) the Purchaser must provide the Vendor with a copy of the release at or as soon as practicable after Settlement.
- 11.10** In addition to ensuring 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.
- 11.11** The Purchaser must advise the Vendor of any security interest that is registered on or before the Day of Sale on the Personal Properties Securities Register, which the Purchaser reasonably requires to be released, at least twenty-one (21) days before the due date for Settlement.
- 11.12** The Vendor may delay settlement until twenty-one (21) days after the Purchaser advises the Vendor of the security interests that the Purchaser reasonably requires to be released if the Purchaser does not provide an advice under General Condition 11.11.
- 11.13** If settlement is delayed under General Condition 11.12 the Purchaser must pay the Vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or twenty-one (21) days after the Vendor received the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the Vendor as a result of the delay-
as though the Purchaser was in default.

11.14 The Vendor is not required to ensure that the Purchaser receives a release in respect of the land. This General Condition 11.14 applies despite General Condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in General Condition 11 unless the context requires otherwise.

12. Builders 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 twenty-one (21) days before Settlement.

13. General law land

13.1 The Vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before Settlement if the land is the subject of a provisional folio under section 223 of that Act.

13.2 The remaining provisions of this General Condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).

13.3 The Vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least thirty (30) years before the Day of Sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The Purchaser is entitled to inspect the Vendor's chain of title on request at such place in Victoria as the Vendor nominates.

13.5 The Purchaser is taken to have accepted the Vendor's title if:

- (a) twenty-one (21) days have elapsed since the Day of Sale; and
- (b) the Purchaser has not reasonably objected to the title or reasonably required the Vendor to remedy a defect in the title.

13.6 The Contract will be at an end if:

- (a) the Vendor gives the Purchaser a notice that the Vendor is unable or unwilling to satisfy the Purchaser's objection or requirement and that the Contract will end if the objection or requirement is not withdrawn within fourteen (14) days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

13.7 If the Contract ends in accordance with General Condition 13.6, the deposit must be returned to the Purchaser and neither party has a claim against the other in damages.

13.8 General Condition 17.1 [settlement] should be read as if the reference to "**registered proprietor**" is a reference to "**owner**" in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

MONEY

14. Deposit

14.1 The Purchaser must pay the deposit:

- (a) to the Vendor's licensed estate agent; or

- (b) if there is no estate agent, to the Vendor's Legal Practitioner or conveyancer; or
- (c) if the Vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the Vendor in the joint names of the Purchaser and the Vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed ten (10) percent of the price; and
- (b) must be paid to the Vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the Purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the Vendor if:

- (a) the Vendor provides particulars, to the satisfaction of the Purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with General Conditions 24 and 25 does not exceed eighty (80) percent of the sale price; and
- (b) at least twenty-eight (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* (Vic) has been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the Contract is settled, or the Contract is ended.

14.5 The stakeholder must pay the deposit and any interest into court if it reasonable to do so.

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

14.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000.00 or 0.2% of the price, whichever is the greater; or
- (b) be cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

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

- 14.8** Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9** Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10** As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11** For the purpose of this General Condition "**authorised deposit-taking institution**" means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. Deposit bond

- 15.1** This General Condition only applies if the applicable box in the Particulars is checked.
- 15.2** In this General Condition "**deposit bond**" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the Vendor. The deposit bond must have an expiry date at least forty-five (45) days after the due date for Settlement.
- 15.3** The Purchaser may deliver a deposit bond to the Vendor's estate agent, legal practitioner or conveyancer within seven (7) days after the Day of Sale.
- 15.4** The Purchaser may at least forty-five (45) days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5** Where a deposit bond is delivered, the Purchaser must pay the deposit to the Vendor's Legal Practitioner or conveyancer on the first to occur if:
- (a) settlement;
 - (b) the date that is forty-five (45) days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this Contract ends in accordance with the General Condition 35.2 [default not remedied] following breach by the Purchaser; and
 - (d) the date on which the Vendor ends this Contract by accepting repudiation of it by the Purchaser.
- 15.6** The Vendor may claim on the deposit bond without prior notice if the Purchaser defaults under this Contract or repudiates this Contract and the Contract is ended. The amount paid by the issuer satisfies the obligations of the Purchaser under General Condition 15.5 to the extent of the payment.
- 15.7** Nothing in this General Condition limits the rights of the Vendor if the Purchaser defaults under this Contract or repudiates this Contract, except as provided in General Condition 15.6.
- 15.8** This General Condition is subject to General Condition 14.2 [deposit].

16. Bank guarantee

- 16.1** This General Condition only applies if the applicable box in the Particulars is checked.
- 16.2** In this General Condition:
- (a) "**bank guarantee**" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the Vendor to pay on demand any amount under this Contract agreed in writing, and

- (b) “**bank**” means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The Purchaser may deliver a bank guarantee to the Vendor’s Legal Practitioner or conveyancer.

16.4 The Purchaser must pay the amount secured by the bank guarantee to the Vendor’s Legal Practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is forty-five (45) days before the bank guarantee expires;
- (c) the date on which this Contract ends in accordance with the General Condition 35.2 [default not remedied] following breach by the Purchaser; and
- (d) the date on which the Vendor ends this Contract by accepting repudiation of it by the Purchaser.

16.5 The Vendor must return the bank guarantee document to the Purchaser when the Purchaser pays the amount secured by the bank guarantee in accordance with General Condition 16.4.

16.6 The Vendor may claim on the bank guarantee without prior notice if the Purchaser defaults under this Contract or repudiates this Contract and the Contract is ended. The amount paid by the bank satisfies the obligations of the Purchaser under General Condition 16.4 to the extent of the payment.

16.7 Nothing in this General Condition limits the rights of the Vendor if the Purchaser default under this Contract or repudiates this Contract except as provided in General Condition 16.6.

16.8 This General Condition is subject to General Condition 14.2 [deposit].

17. Settlement

17.1 At Settlement:

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

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

17.3 The Purchaser must pay all money other than the deposit in accordance with a written direction of the Vendor or the Vendor’s Legal Practitioner or conveyancer.

18. Electronic settlement

18.1 Settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic*

Conveyancing National Law. This General Condition 18 has priority over any other provision of this Contract to the extent of any inconsistency.

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

18.3 Each party must:

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

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

18.5 The General Condition 18.5 applies if there is more than one (1) electronic lodgement network operator in respect of the transaction. In this General Condition 18.5 "**the transaction**" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspace of all the electronic lodgement network operators after the workspace locks;
- (b) if two (2) or more electronic lodgement network operators meet that description, one (1) may be selected by Purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the Purchaser, the Vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

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

18.7 The parties must do everything necessary to effect Settlement:

- (a) electronically on the next business day; or
- (b) at the option of either party, otherwise than electronically as soon as possible-

if, after the locking of the workspace at the nominated Settlement time, Settlement in accordance with General Condition 18.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for Settlement is after 4.00pm.

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

18.9 The Vendor must before Settlement:

- (a) deliver any keys, security devices and codes ("**keys**") to the estate agent named in the Contract;
- (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of Settlement by the Vendor, the Vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the Contract) to which the Purchaser is entitled at Settlement, and any keys if not delivered to the estate agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the Vendor holds those documents, items and keys at the Vendor's address set out in the Contract; and

give, or direct its subscriber to give, all those documents and items and any such keys to the Purchaser or the Purchaser's nominee on notification by the electronic lodgement network operator of Settlement.

19. GST

19.1 The Purchaser does not have to pay the Vendor any amount in respect of GST in addition to the price if the Particulars specify that the price includes GST (if any)

19.2 The Purchaser must pay to the Vendor any GST payable by the Vendor in respect of a taxable supply made under this Contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the Purchaser after the Day of Sale, including a change of use; or
- (c) The particulars of sale specify that the supply made under this Contract is of land on which "**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
- (d) the particulars of sale specify that the supply made under this Contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

19.4 If the particulars of sale specify that the supply made under this Contract is of land on which a "**farming business**" is carried on:

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

19.5 If the Particulars specify that the supply made under this Contract is a "**going concern**":

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

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

19.7 In this General Condition:

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

20. Loan

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

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

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

20.3 All money must be immediately refunded to the Purchaser if the Contract is ended.

21. Building report

21.1 This General Condition only applies if stated in the Particulars.

21.2 The Purchaser may end this Contract within fourteen (14) days from the Day of Sale if the Purchaser:

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

21.3 All money paid must be immediately refunded to the Purchaser if the Contract ends in accordance with this General Condition.

21.4 A notice under this General Condition may be served on the Vendor’s Legal Practitioner, conveyancer or estate agent even if the estate agent’s authority has formally expired at the time of service.

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

22. Pest report

22.1 This General Condition only applies if stated in the Particulars.

22.2 The Purchaser may end this Contract within fourteen (14) days from the Day of Sale if the Purchaser:

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

22.3 All money paid must be immediately refunded to the Purchaser if the Contract ends in accordance with this General Condition.

22.4 A notice under this General Condition may be served on the Vendor's Legal Practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

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

23. Adjustments

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

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

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

23.3 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 23, if requested by the Vendor.

24. Foreign resident capital gains withholding

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

24.2 Every Vendor under this Contract is a foreign resident for the purposes of General Condition unless the Vendor gives the Purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of Settlement.

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

24.4 The amount is to be deducted from the Vendor's entitled to the Contract consideration. The Vendor must pay to the Purchaser at Settlement such part of the amount as is represented by non-monetary consideration.

24.5 The Purchaser must:

- (a) engage a legal practitioner or conveyancer ("**representative**") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations under the legislation and this General Condition; and
- (b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this General Condition if the sale of the property settled;
- (b) promptly provide the Vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this General Condition;

despite:

- (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
- (e) any other provision in this Contract to the contrary.

24.7 The representative is taken to have complied with the requirements of General Condition 24.6 if:

- (a) the Settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

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

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

25. GST withholding

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

25.2 The Purchaser must notify the Vendor in writing of the name of the *supply for the purposes of section 14-255 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) at least twenty-one (21) days before the due date for Settlement unless the recipient is the Purchaser named in the Contract.

25.3 The Vendor must at least fourteen (14) days before the due date for Settlement provide the Purchaser and any person nominated by the Purchaser under General Condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 of the *Taxation*

Administration Act 1953 (Cth), and must provide all information required by the Purchaser or any person so nominated to confirm the accuracy of the notice.

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

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

25.6 The Purchaser must:

- (a) engage a Legal Practitioner or conveyancer ("**representative**") to conduct all the legal aspects of Settlement, including the performance of the Purchaser's obligations under the legislation and this General Condition; and
- (b) ensure that the representative does so.

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this General Condition on Settlement of the sale of the property;
- (b) promptly provide the Vendor with evidence of payment, including any notification or other document provided by the Purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this General Condition;

despite:

- (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
- (e) any other provision in this Contract to the contrary.

25.8 The representative is taken to have complied with the requirements of General Condition 25.7 if:

- (a) Settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The Purchaser may at Settlement give the Vendor a bank cheque for the amount in accordance with section 16-30(3) of Schedule 1 of the *Taxation Administration Act 1953* (Cth), but only if:

- (a) so agreed by the Vendor in writing; and
- (b) the Settlement is not conducted through an electronic lodgement network.

However, if the Purchaser gives the bank cheque in accordance with this General Condition 25.9, the Vendor must:

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

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

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

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

25.11 The Vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the Vendor, including breach of a warranty in General Condition 25.11; or
- (b) the Purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the Purchaser to pay an amount to the Commission in accordance with section 14-250(1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

TRANSACTIONAL

26. Time and co-operation

26.1 Time is of the essence of this Contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this Contract to proceed to Settlement, and must act in a prompt and efficient manner.

26.4 Any unfilled obligation will not merge on Settlement.

27. Service

27.1 Any document required to be served by or on any party may be served by or on the Legal Practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* (Vic) or a notice under General Condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the Vendor's Legal Practitioner, conveyancer or estate agent, even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth (4th) business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth (6th) business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000* (Vic).

27.5 In this Contract "**document**" includes "**demand**" and "**notice**", "**serve**" includes "**give**", and "**served**" and "**service**" have corresponding meanings.

28. Notices

28.1 The Vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the Day of Sale, and does not relate to periodic outgoings.

28.2 The Purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the Day of Sale, and does not relate to periodic outgoings.

28.3 The Purchaser may enter the property to comply with that responsibility where action is required before Settlement.

29. Inspection

The Purchaser and/or another person authorised by the Purchaser may inspect the property at any reasonable time during the seven (7) days preceding and including the Settlement day.

30. Terms Contract

30.1 If this is a "**terms contract**" as defined in the *Sale of Land Act 1962* (Vic):

- (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* (Vic); and
- (b) the deposit and all other money payable under the Contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a Legal Practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the Purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the Vendor;
- (b) the Purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the Vendor not less than ten (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; and
- (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 seven (7) days written notice, but not more than twice in a year.

31. Loss or damage before settlement

- 31.1** The Vendor carries the risk of loss or damage to the property until Settlement.
- 31.2** The Vendor must deliver the property to the Purchaser at Settlement in the same condition it was in on the Day of Sale, except for fair wear and tear.
- 31.3** The Purchaser must not delay Settlement because one (1) or more of the goods is not in the condition required by General Condition 31.2, but may claim compensation from the Vendor after Settlement.
- 31.4** The Purchaser may nominate an amount not exceeding \$5,000.00 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by General Condition 31.2 at Settlement.
- 31.5** The nominated amount may be deducted from the amount due to the Vendor at settlement and paid to the stakeholder, but only if the Purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6** The stakeholder must pay the amounts referred to in General Condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. Breach

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

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

DEFAULT

33. Interest

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

34. Default notice

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within fourteen (14) days of the notice being given:
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. Default not remedied

35.1 All unpaid money under the Contract becomes immediately payable to the Vendor if the default has been made by the Purchaser and is not remedied and the costs and interest are not paid.

35.2 The Contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the Contract will be ended in accordance with this General Condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the Contract ends by a default notice given by the Purchaser:

- (a) the Purchaser must be repaid any money paid under the Contract and be paid any interest and reasonable costs payable under the Contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the Purchaser may also recover any loss otherwise recoverable.

35.4 If the Contract ends by a default notice given by the Vendor:

- (a) the deposit up to ten (10) percent 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 (1) year of the Contract ending either:
 - (i) retain the property and sue for damages for breach of Contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

- (d) the Vendor may retain any part of the price paid until the Vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the Vendor's damages must take into account the amount forfeited to the Vendor.

35.5 The ending of the Contract does not affect the rights of the offended party as a consequence of the default.

SPECIAL CONDITIONS

1. Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this Contract are set out below.

"Building" means the improvements on the land except for improvements that do not belong to the Vendor.

"Business Day" means a day other than Saturday or a Sunday on which trading banks in Victoria are open for business.

"Claim" means any and all claims, actions, disputes, differences, requisition, objection, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) or whatever nature and however arising.

"Contract" means this Contract of Sale of Land and includes the annexures and schedules to this Contract.

"Corporations Act" means the *Corporations Act 2001* (Cth).

"General Conditions" means the conditions contained in Part 2 of the standard form of contract prescribed by the *Estate Agents Act 1980* (Vic) by the Law Institute of Victoria.

"Government Agency" means any government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

"Legal Practitioner" includes a conveyancer who is a licensee within the meaning of the *Conveyancers Act 2006* (Vic).

"Particulars" means the Particulars of Sale forming part of this Contract.

"Settlement Date" means the date on which vacant possession of the Property or receipt of the rents and profits is given, namely, on acceptance of title and payment of the Balance.

"Settlement Due Date" means the date specified in the particulars of sale under the heading **"Settlement"**.

"Transfer" means the instrument of transfer.

"Section 32" means the statement signed by the Vendor and given to the Purchaser under section 32 of the *Sale of Land Act 1962* (Vic).

1.2 Incorporated definitions

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

1.3 Interpretation

In this Contract:

- (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 Government Agency as well as an individual.
- (f) A reference to 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 delegation 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 Practitioners includes other legal practitioners for the Purchaser of whom the Vendor's Legal Practitioners are notified in writing.
- (k) A promise on the part of two (2) or more persons binds them jointly and severally.
- (l) A reference to an agreement other than this Contract includes a deed and any legal 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, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death.
- (n) No provision of this Contract will be construed adversely to a party because that party was responsible for the preparation of this Contract or that provision.
- (o) 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.
- (p) A reference to a time is a reference to the time in Victoria.

1.4 Interpretation of inclusive expressions

Specifying anything in this Contract after the words "include" or "for example" or similar expressions does not limit what else is included.

1.5 Variation of General Conditions

The following General Conditions are amended as follows:

- (a) General Condition 3 (Guarantee) is deleted;
- (b) General Condition 4 (Nominee) is deleted;
- (c) General Condition 6.4(c) (Vendor warranties) – delete the words "*or the possessory agreement affecting the land*";
- (d) General Condition 6.6 is replaced with:

"If sections 137B and 137C of the Building Act 1993 (Vic) apply to this Contract, the Vendor warrants that:

- (i) 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*
- (ii) 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 or disclosed in the Section 32 Statement required to be given by the Vendor under section 32 of the Sale of Land Act 1962 (Vic), those materials were new, unless otherwise stated in the Contract or disclosed in the Section 32 Statement required to be given by the Vendor under section 32 of the Sale of Land Act 1962 (Vic); and*
- (iii) 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 (Vic) and regulations made under the Building Act 1993 (Vic).*

The Purchaser may not delay Settlement, make a claim or take proceedings for a breach of any of the warranties (set out in section 137C of the Building Act 1993 (Vic) and General Conditions 6.6(a), (b) and (c) of this Contract), if the breach was known or ought reasonably to have been known to the Purchaser to exist at the time this Contract was signed by the Purchaser.";

- (e) General Condition 7 (Identity of the land) is deleted;
- (f) General Condition 9 (Consents) is deleted;
- (g) General Condition 10 (Transfer and Duty) is deleted;
- (h) General Condition 11 (Release of security interest) is deleted;
- (i) General Condition 12 (Builder warranty insurance) is deleted;
- (j) General Condition 15.1 (Deposit bond) is deleted;
- (k) General Condition 16.1 (Bank guarantee) is deleted;
- (l) General Condition 17.1(b)(i) is amended to read *"provide all title documents necessary to enable the Purchaser to become the registered proprietor of the land"*;
- (m) In General Condition 18.4 the words "the Vendor" is replaced with the words "the Purchaser";
- (n) In General Condition 18.5(b) is amended to read as follows:

"if two (2) or more electronic lodgement network operators meet that description, one (1) may be selected by the Vendor's outgoing mortgagee having the highest priority but if there is no mortgagee, then the Vendor's Legal Practitioner must make the selection."
- (o) A new General Condition 18.6(c) is inserted and is to read as follows:

"18.6(c) The electronic workspace is highlighted and deemed to be completed";
- (p) In General Condition 18.7 the words "or 6.00pm if the nominated time for Settlement is after 4.00pm" is deleted.
- (q) General Condition 21 (Building report) is deleted;
- (r) General Condition 22 (Pest report) is deleted;
- (s) General Condition 23.2(b) is deleted;
- (t) General Condition 23.3 is amended to read as follows:

“23.3 The Purchaser must provide copies of all current certificates and all other relevant information used to calculate the adjustments under General Condition 23.”

- (u) For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which Section 10G of the Sale of Land Act 1962 (Vic) applies;
- (v) General Condition 27.2 is replaced and is to read as follows:

“27.2 A cooling off notice under section 31 of the Sale of Land Act 1962 (Vic) or a notice under General Condition 20 (loan approval), Special Condition 24 (building inspection report) or Special Condition 25 (pest inspection report) may be served on the Vendor’s Legal Practitioner, conveyancer or estate agent even if the estate agent’s authority has formally expired at the time of service.”

- (w) General Condition 33 (Default interest) replace “2%” with “6%”;
- (x) If the Deposit is ten (10) percent of the Price, General Condition 35.4(a) (Default not remedied) replace the word “up” with the word “equal”; and
- (y) If the Deposit is more than ten (10) percent of the Price, General Condition 35.4(a) (Default not remedied) is replaced “35.4(a) *The deposit paid under this Contract (the amount which the Purchaser considers reasonable for this transaction) is forfeited to the Vendor as the Vendor’s absolute property, without limitation to any other remedy or General Condition 35.4(c), the parties consider the amount represents a reasonable pre-estimate of the Vendor’s entitlement for damages for breach of an essential term of this Contract*”.

2. Guarantee and indemnity

2.1 Vendor requires guarantee and indemnity

If the Purchaser is a corporation (within the meaning of the *Corporations Act 2001* (Cth)) that is not admitted to the official list of ASX Limited, the Purchaser must on the Day of Sale:

- (a) obtain execution of a guarantee and indemnity in the form in **Attachment 1** to this Contract by all of the corporation’s directors; and
- (b) deliver each guarantee and indemnity, properly executed and stamped (if necessary) to the Vendor.

3. Identity of Land

3.1 Identity

The Purchaser acknowledges that the land offered for sale and inspected by the Purchaser is identical to the Land.

3.2 No amendment of title

The Purchaser must not ask the Vendor to amend title or to pay for the cost of doing so.

3.3 No claim for compensation

The Purchaser must not make any objection or claim for compensation or set-off, or refuse or delay payment of the Price, because of:

- (a) any misdescription of the Land;
- (b) any deficiency in its area or measurements of the Land;
- (c) any encroachment upon the Land;
- (d) any improvements not being erected within the boundaries of the Land; or

- (e) any failure to comply with a law relating to the Property or a requirement of any Government Agency.

4. Planning restrictions

The Purchaser buys the Property subject to any restrictions on its use or development under the *Planning and Environment Act 1987* (Vic) and any planning scheme.

5. Section 32 Statement acknowledgement

The Purchaser acknowledges that before executing this Contract or any other document relating to the purchase of the Property, the Purchaser received an executed Section 32 from the Vendor in accordance with section 32 of the *Sale of Land Act 1962* (Vic).

6. Deposit

6.1 Default

If the Purchaser does not pay the Deposit by the date specified in the Particulars, the Purchaser is in default under this Contract and General Conditions 34 and 35 will apply.

6.2 Release

If the Vendor's Legal Practitioner holds the Deposit, the parties release and absolutely discharge the Vendor's Legal Practitioners from all Claims arising from or in connection with the Vendor's Legal Practitioner holding the Deposit under this Special Condition.

7. Priority

The Purchaser and the Vendor agree that if there is any conflict arising between any condition, contained within this Contract, including the General Conditions or Special Conditions, then the ranking in priority will be as follows:

- (a) these Special Conditions; and
- (b) the General Conditions.

Any inconsistency between this Special Condition and any other Special Condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other Special Condition will prevail and have priority over this Special Condition.

8. Purchaser's inspection

8.1 Own inspection

- (a) The Purchaser warrants that in entering into this Contract it:
 - (i) purchases the Property and Goods solely as a result of its searches, inspection and enquiries; and
 - (ii) accepts the condition of the Property and the Goods at the Day of Sale.
- (b) The Vendor gives no warranty:
 - (i) that the improvements erected on the Land or any alterations or additions to the improvements comply with any Building Legislation. The Purchaser must not make any requisition or object or claim any compensation in respect of any non-compliance with any Building Legislation and must not call upon the Vendor to bear all or any part of the cost of complying with any Building Legislation; and
 - (ii) as to the use to which the Property may be put.
- (c) For the purpose of this special condition Building Legislation means the *Building Control Act 1981* (Vic), the *Building Act 1993* (Vic) (and where applicable any similar legislation in the state or territory in which the Property is situated), the Building Code

of Australia or the requirements of any government or other governmental, semi governmental, statutory body or entity in relation to any improvements erected on the Land or any alterations or additions to the improvements.

8.2 No reliance

- (a) Subject to any warranties given by the Vendor in General Condition 6 (if any), the Purchaser acknowledges that it has relied on its own independent advice, examinations and valuations and has not relied on any information, representation or warranty given or made by or on behalf of the Vendor, including any information, representation or warranty concerning:
 - (i) title to the Property or the Goods;
 - (ii) the terms of any documents relating to any encumbrances affecting the Property;
 - (iii) the boundaries or area of the Property;
 - (iv) the neighbourhood of the Property;
 - (v) the suitability of the Property or the Goods for any particular use;
 - (vi) its rights and powers relating to the Property;
 - (vii) the services and utilities to the Property;
 - (viii) the occupation of the Property;
 - (ix) whether improvements on the Land comply with any relevant statutes, regulations and local laws;
 - (x) the condition of the Property and the Goods;
 - (xi) the accuracy, currency, reliability or completeness of information provided to the Purchaser by or on behalf of the Vendor;
 - (xii) any financial return or income to be derived from the Property; or
 - (xiii) the applicability of any environmental liability to the Property.
- (b) Representations, promises, conditions, warranties or other items leading up to this Contract which are not expressed in this Contract or in the property certificates are expressly negated and withdrawn.

8.3 Lack of repair

The Purchaser must not make any objection or claim for compensation, or refuse or delay payment of the Price, because of the repair or condition of the Property or the Goods on the Settlement Date.

9. Goods

9.1 Title to Goods

The Purchaser obtains title to the Goods on payment of the Balance.

10. Loan Approval

In the event that the Purchaser seeks to end the Contract pursuant to General Condition 20, then the Purchaser shall be deemed not to have satisfied the requirements of the General Condition until the Purchaser has provided to the Vendor *inter alia* an original letter from the lender or financier which is addressed to the Vendor or the Vendor's Legal Practitioner. The letter is to verify that the Purchaser has complied fully with the requirements of paragraph's (a) and (b) of the General Condition and the Purchaser or the Purchaser's lender or financier

provide to the Vendor such other evidence of compliance which the Vendor may reasonably require.

11. Building inspection report

- (a) If the words “Building Report” are inserted into the Particulars of Sale this Contract is subject to the Purchaser obtaining a satisfactory building inspection report within 7 days of the day of sale (“**Building Inspection Report Date**”).
- (b) The Purchaser may end this Contract if the Purchaser does not obtain a satisfactory building inspection report on or before the Building Inspection Report Date, but only if the building inspection report reveals a major structural defect and the Purchaser:
 - (i) immediately sought a building inspection report;
 - (ii) did everything reasonably required to obtain the building inspection report;
 - (iii) serves written notice ending this Contract on the Vendor on or before the Building Inspection Report Date, together with a copy of the building inspection report; and
 - (iv) is not in default under any other condition of this contract when the notice is given.
- (c) All money must be immediately refunded to the Purchaser if this Contract is ended pursuant to Special Condition 11(b).

12. Pest inspection report

- (a) If the words “Pest Report” are inserted into the Particulars of Sale this Contract is subject to the Purchaser obtaining a satisfactory pest inspection report within 7 days of the day of sale (“**Pest Inspection Report Date**”).
- (b) The Purchaser may end this Contract if the Purchaser does not obtain a satisfactory pest inspection report on or before the Pest Inspection Report Date, but only if the pest inspection report reveals a major infestation and the Purchaser:
 - (i) immediately sought a pest inspection report;
 - (ii) did everything reasonably required to obtain the pest inspection report;
 - (iii) serves written notice ending this Contract on the Vendor on or before the Pest Inspection Report Date, together with a copy of the pest inspection report; and
 - (iv) is not in default under any other condition of this contract when the notice is given.
- (c) All money must be immediately refunded to the Purchaser if this Contract is ended pursuant to Special Condition 12(b).

13. Environmental indemnity

13.1 Definitions

The meanings of the terms used in this Special Condition 13 are set out below.

- (a) “**Contamination/Contaminant**” means in relation to land, the presence in, on or under that land, including groundwater under the land, of any substance (including a chemical, a mineral or any natural or human produced substance) which has been added to the land at a concentration above the concentration at which the substance is normally present in, on or under geologically similar land in the same locality and poses a threat to human health or the Environment.

- (b) **“Environment”** means the physical factors of the surrounds of human beings including the land, waters, atmosphere, climate, sounds, odours, tastes, the biological factors of animals and plants, the social factor of aesthetics and includes ecosystems.
- (c) **“Environmental Law”** means any statute or common law relating to the Environment, including any law relating to land use, planning, heritage, coastal protection, water catchments, pollution of air or waters, soil or groundwater Contamination, chemicals, waste, use of hazardous or dangerous goods or substances, building regulations, public and occupational health and safety, noxious trades, or any other aspect of protection of the Environment or person or property.
- (d) A reference to Vendor in this special condition includes the Vendor named in the particulars of sale and includes its directors, officers, agents, representatives and employees.

13.2 Release

The Purchaser to the full extent permitted by law forever releases and discharges the Vendor from all Claims and must not make any Claim against the Vendor or otherwise reduce withhold or delay payment of the Balance nor be entitled to rescind this Contract in relation to the presence of any Contaminant (whether arising before or after the day of sale) on the Property, or migrating from the Property, or any other liability arising under an Environmental Law concerning the Property.

13.3 Indemnity

The Purchaser indemnifies and must keep indemnified the Vendor against any Claim which the Vendor suffers, incurs or is liable for in relation to the presence of any Contaminant on the Property, or migrating from the Property, or any other liability arising under an Environmental Law concerning the Property.

13.4 Compliance with notices

- (a) The Purchaser must comply with any notice or order relating to the Property made or issued under any Environmental Law after the Day of Sale.
- (b) The Purchaser agrees and declares that the Vendor will have no obligation whatsoever in respect of any Contaminant and all obligations in respect of any Contaminant or liability under any Environmental Law whether arising before or after settlement, are and will be the Purchaser’s responsibility.

14. Delivery of Transfer and document for assessment of duty

14.1 Time for delivery

In the event that Settlement cannot be conducted electronically, the Purchaser must deliver the Transfer to the Vendor’s Legal Practitioners at least ten (10) Business Days before the Settlement Due Date.

14.2 Late delivery of Transfer

If the Purchaser does not comply with Special Condition 14.1:

- (a) the Vendor need not settle this Contract until ten (10) Business Days after the date the Purchaser delivers the Transfer to the Vendor’s Legal Practitioners; and
- (b) if, under Special Condition 14.2(a), the Vendor settles this Contract after the Settlement Due Date, the Purchaser acknowledges it is in default in payment of the Balance from the Settlement Due Date until the Settlement Date.

14.3 Preparation of document for assessment of duty

The Vendor must prepare any document required for assessment of duty on the transaction contemplated by this Contract and if requested by the Purchaser, must provide a copy of that document at least one (1) day before Settlement.

14.4 No warranty as to Stamp Duty

- (a) The Purchaser acknowledges that:
 - (i) it has relied exclusively on its own independent advice on all stamp duty matters and must not make any claim against the Vendor with respect to the payment of stamp duty;
 - (ii) if there is more than one (1) Purchaser named in the Particulars, it is the Purchasers' responsibility to ensure this Contract correctly records at the Day of Sale the proportions in which they are buying the Property; and
 - (iii) if the proportions recorded in the Transfer differ from those recorded in this Contract, it is the Purchasers' responsibility to pay any additional stamp duty which may be assessed as a result of the variation.
- (b) The Purchaser acknowledges that the Vendor does not make any warranty as to the amount of stamp duty or any registration fees assessed and payable in respect of the transfer of the Property and the Purchaser is liable for all stamp duty and registration fees assessed in relation to that transfer whether assessed at the present value of the Property and incomplete improvements or otherwise.
- (c) The Purchaser will indemnify the Vendor and keep indemnified at all times against all liabilities, claims proceedings and penalties whatsoever under the *Duties Act 2000* (Vic) and the *Taxation Administration Act 1997* (Vic) relating to this Contract, any substitute Contract of Sale and the instruments of transfer or conveyance of the Property or any one (1) or more of them.
- (d) The Purchaser acknowledges and agrees that despite section 21E of the *Duties Act 2000* (Vic), the Purchaser must keep the Vendor indemnified at all times against any additional duty payable on the transfer of the Property, and all liabilities, costs, claims, proceedings, penalties and interest whatsoever which the Vendor may otherwise be liable for as a result of section 21E of the *Duties Act 2000* (Vic).
- (e) This Special Condition 14.4 will not merge on settlement.

15. Settlement

15.1 Time and place

If Settlement cannot take place electronically, Settlement must take place on the Settlement Due Date at the offices of the Vendor's Legal Practitioners or at any other place that they nominate.

15.2 How the Balance must be paid

If Settlement does not take place electronically, at settlement the Purchaser must pay the Vendor the Balance plus or minus any adjustments made in accordance with this Contract, by:

- (a) an endorsed bank cheque issued by a trading bank carrying on business in Victoria in favour of the Vendor or as the Vendor or the Vendor's Legal Practitioners otherwise direct in writing;
- (b) if the parties agree, cash; or
- (c) if the parties agree, by electronic transfer of cleared funds.

15.3 Bank cheques

If Settlement cannot occur electronically, then the Purchaser must provide up to five (5) bank cheques as directed by the Vendor, at the Purchaser's expense.

16. Adjustments

16.1 Time for delivery

- (a) Without limiting the new General Condition 23.3, the Purchaser agrees to provide to the Vendor's Legal Practitioner at the time of submitting the statement of adjustments a copy of all certificates obtained by the purchase necessary to complete the statement of adjustments. The certificates must be current at the time that they are submitted. The Vendor will not be obliged to provide cheque directions until this condition has been met.
- (b) The Purchaser must provide the statement of adjustments to the Vendor's Legal Practitioner no less than five (5) days prior to Settlement. If the Vendor settles this Contract after the Settlement Due Date as a result of the Purchaser's failure to comply with this Special Condition 16.1(b), the Purchaser acknowledges it is in default in payment of the Balance from the Settlement Due Date until the Settlement Date.
- (c) In the event this Contract contains the words "subject to lease", despite General Condition 15, after the Settlement Date, the Vendor and the Purchaser shall not be required to make any adjustments of the periodic outgoings and for any rent and other income received in respect of the Property.

17. Late settlement

- (a) If the Purchaser fails to settle at the time and place scheduled for Settlement and Settlement takes place after 4.00pm on the Settlement Due Date, the Purchaser will be in default of this Contract and:-
 - (i) the Vendor will be entitled to interest on the Balance in accordance with General Condition 26 (and as varied by Special Condition 1.5);
 - (ii) the Purchaser shall pay the Vendor's Legal Practitioner an amount of \$400.00 plus GST for each and every rescheduled Settlement, such additional amount or amounts to be paid at Settlement.

18. Security Interests

- (a) The Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property subject to a security interest under the *Personal Property Securities Act 2009* (Cth).
- (b) If the Purchaser receives a release from a secured party releasing a security interest in respect of the Property, the Purchaser must provide the Vendor with a copy of the release at or as soon as practicable after the date settlement is effected.
- (c) Words and phrases used in this Special Condition 18 which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in this Special Condition 18.

19. Cost of Default

The Purchaser must pay any costs and expenses incurred by the Vendor due to the Purchaser's failure to comply with any of its obligations under this Contract which may include, without limitation:

- (a) interest payable by the Vendor under any existing mortgage over the Property from the Settlement Due Date;

- (b) penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property (without limiting the generality of the foregoing to include any payment of costs, interests and / or other penalties);
- (c) all costs incurred by the Vendor in obtaining bridging finance to complete the Vendor's purchase of another property and any interest charged on such bridging finance;
- (d) all removalist and accommodation expenses incurred by the Vendor as a result of the Purchaser's delay;
- (e) all legal expenses incurred by the Vendor as between solicitor and own client as a result of the Purchaser's delay;
- (f) all real estate agent expenses and commission (including GST); and
- (g) any fee for rescheduling Settlement.

20. Purchaser's indemnity

The Purchaser indemnifies the Vendor against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Vendor suffers, incurs or is liable for in respect of any act or omission that occurs after the Settlement Date concerning the Property and the Goods.

21. FIRB

21.1 Definitions

In this Special Condition 21, FIRB has the meaning set out below.

"**FIRB**" means the Treasurer of the Commonwealth of Australia.

21.2 Warranty

- (a) The Purchaser warrants to the Vendor that, before the Day of Sale, the Purchaser has obtained the approval of FIRB and any other body in existence in Australia which by virtue of any law or otherwise exercises control or supervision over the acquisition of real estate, required for the purchase of the Property, if any approval required.
- (b) The Purchaser indemnifies the Vendor against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Vendor pays, suffers, incurs or is liable for as a result of a breach of the warranty contained in Special Condition 21.2(a).
- (c) For the avoidance of doubt, the warranty and indemnity given by the Purchaser in this Special Condition apply to any additional and substitute Purchaser after a nomination is made in accordance with Special Condition 22.

22. Nominating an additional or substitute Purchaser

22.1 Nomination

The Purchaser may nominate an additional or substitute Purchaser if:

- (a) this Contract provides that the Property is sold to the Purchaser "and/or nominee"; and
- (b) at least ten (10) Business Days before the Settlement Due Date, the Purchaser makes the nomination and delivers to the Vendor a notice nominating an additional or substitute Purchaser; and
- (c) Payment is made of the Vendor's legal costs of \$150.00 plus GST upon settlement.

22.2 Purchaser remains liable

The Purchaser remains liable under this Contract even if the Purchaser nominates an additional or substitute Purchaser.

22.3 Purchaser's indemnity

The Purchaser indemnifies the Vendor against Claim which the Vendor suffers, incurs or is liable for in respect of stamp duty payable in relation to this Contract and any nomination to an additional or substitute Purchaser.

22.4 Additional or substitute purchaser guarantee

The Purchaser must procure that the additional or substitute Purchaser unconditionally and irrevocably guarantees to the Vendor:

- (a) the payment of the Balance by the Purchaser to the Vendor;
- (b) every other amount payable by the Purchaser under this Contract; and
- (c) the performance of the Purchaser's obligations under this Contract.

22.5 Vendor requires guarantee and indemnity

Without limitation to Special Condition 22.4, if the additional or substitute Purchaser is a corporation (within the meaning of the *Corporations Act 2001* (Cth)) that is not admitted to the official list of ASX Limited, the additional or substitute Purchaser must on the date of nomination:

- (a) obtain execution of a guarantee and indemnity in the form in **Attachment 1** to this Contract by all of the corporation's directors; and
- (b) deliver each guarantee and indemnity, properly executed and stamped (if necessary) to the Vendor.

23. Insolvency

23.1 Insolvency events

In addition to any other rights the Vendor may have to terminate this Contract, the Vendor may terminate this Contract, by notice to the Purchaser, if the Purchaser:

- (a) is an individual and:
 - (i) dies; or
 - (ii) an administration order within the meaning of the *Guardianship and Administration Board Act 1986* (Vic) is made concerning the Purchaser's estate; or
- (b) is a corporation and:
 - (i) resolves to go into liquidation;
 - (ii) a liquidator, a provisional liquidator, receiver, receiver and manager, administrator, official manager, judicial manager or similar official is appointed to the corporation or over the corporation's assets or undertaking;
 - (iii) an assignment between the corporation's creditors takes place;
 - (iv) resolves to enter into scheme, a composition or any similar arrangement or procedure with creditors; or

- (v) receives a statutory demand under section 459E of the *Corporations Act 2001* (Cth), which the corporation fails to comply with, within the period for compliance or have set aside under section 459G of the *Corporations Act 2001* (Cth).

23.2 Consequences of termination

If the Vendor gives the Purchaser a notice under Special Condition 23.1;

- (a) General Condition 34 will not apply and this Contract ends when the notice is given;
- (b) General Conditions 35.4 and 35.5 apply; and
- (c) the Vendor is entitled to the Deposit.

24. Windfall Gains Tax

- (a) This special condition will apply if the Property is assessed after the Contract date as being subject to a Windfall Gains Tax (WGT) under the Windfall Gains Tax State Taxation and Other Acts Further Amendment Act 2021 as a result of an increase in the value of the property.
- (b) The Vendor will provide the Purchaser with any notice of assessment for WGT received from the Commissioner of State Revenue or other such government department which administers the WGT (Notice of Assessment).
- (c) The Purchaser agrees that it will accept liability for all WGT assessed as payable in respect of the Property and that it will pay this amount in the manner required under the Notice of Assessment in addition to the Purchase Price on settlement.
- (d) The Purchaser indemnifies the Vendor for any liability for any WGT or interest or penalties payable as a result of the Purchaser failing to pay the WGT as required.
- (e) The Vendor and Purchaser acknowledge that Windfall Gains Tax is not to be adjusted between the parties if assessed prior to the Contract being entered into.
- (f) This special condition does not merge on settlement.

25. General

25.1 Further action

Each party must do everything necessary or desirable to give effect to the provisions and purposes of this Contract.

25.2 Unenforceable provisions

Any provision in this Contract that is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Contract or affecting the validity or enforceability of that provision.

25.3 Counterparts

This Contract may be executed in any number of counterparts that together will constitute one (1) instrument. A party may execute this Contract by signing any counterpart.

25.4 No merger

A provision of this Contract which can take effect after the Settlement Date does not merge on Settlement and continues to bind the parties.

25.5 Waiver

- (a) A party waives a right under this Contract only if it does so in writing.

- (b) A party does not waive a right simply because it:
 - (i) fails to exercise the right;
 - (ii) delays exercising the right; or
 - (iii) only exercises part of the right.
- (c) A waiver of one (1) breach of a term of this Contract does not operate as a waiver of another breach of the same term or a breach of any other term.

25.6 Whole agreement

This Contract is the whole agreement between the parties and contains all representations, warranties, promises and agreements of the parties in respect of its subject matter.

25.7 Assignment

The Purchaser must not assign its rights or obligations under this Contract.

25.8 Governing law and jurisdiction

- (a) This Contract is governed by the laws of Victoria and; where applicable, the Commonwealth of Australia.
- (b) The parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria and, where applicable, the Commonwealth of Australia.

25.9 Variation

A variation of any term of this Contract must be in writing and signed by the parties or the parties' Legal Practitioner.

25.10 Rights cumulative

The rights of the parties under or arising out of this Contract are cumulative and do not exclude any other right of the parties.

25.11 Vendor may act by agent

Anything that the Vendor is required to or may do under or arising out of this Contract may be done by the Vendor's Legal Practitioners, agent or employee.

25.12 Authority to sign

If a person executes this Contract on behalf of a company or an incorporated association, the person warrants in a personal capacity to the other party that the person has authority to enter this Contract on behalf of the company or incorporated association.

Attachment 1

Guarantee and Indemnity

To: The Vendor

1. Guarantor's acknowledgement

The Guarantor acknowledges that:

- (a) the Guarantor gives this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request; and
- (b) before the Guarantor executed this Guarantee, the Guarantor read and understood the Contract and this Guarantee.

2. Meaning of the words

The meanings of the terms used in this document are set out below:

"Contract" means the **attached** Contract of Sale between the Vendor and the Purchaser, and any agreed variation between the Vendor and the Purchaser;

"Guarantee" means this Deed of Guarantee and Indemnity;

"Guaranteed Money" means the whole of the price, interest and other money payable under the Contract;

"Guarantor" means the Guarantor named in the Schedule;

"Guarantor's Obligations" means the obligations of the Guarantor under this Guarantee;

"Purchaser" means the person named as the Purchaser in the Contract;

"Purchaser's Obligations" means the obligations of the Purchaser to:

- (a) pay the Guaranteed Money; and
- (b) comply with all the Purchaser's other obligations to the Vendor under the Contract;

"Vendor" means the person named as the Vendor in the Contract.

3. Guarantee

(a) The Guarantor guarantees to the Vendor:

- (i) payment of the Guaranteed Money when it is due;
- (ii) compliance with all the Purchaser's Obligations;
- (iii) that the Guarantor will discharge any liability which the Purchaser has to the Vendor if the Vendor ends the Contract because of the Purchaser's default; and
- (iv) if the Purchaser fails to pay any of the Guaranteed Money on time, the Guarantor will pay that money to the Vendor on demand.

(b) If the Purchaser fails to comply with any of the Guaranteed Obligations, the Guarantor:

- (i) indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs as a result; and
- (ii) will pay an amount equal to the loss, damage, costs or expenses to the Vendor on demand.

4. Indemnity

- (a) The Guarantor indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs because:
 - (i) the Purchaser's Obligations are wholly or partly unenforceable against the Purchaser for any reason including, but not limited to, the Purchaser lacking capacity or power to enter into the Contract, dying or becoming insolvent, or being affected by any other legal limitation, disability or incapacity;
 - (ii) the Purchaser claims a refund of any of the Guaranteed Money because of anything under clause 4(a)(i);
 - (iii) a payment to the Vendor under the Contract is held to be a preference, is set aside by a court, or is not effective because of the operation of a law;
 - (iv) the Purchaser's liability to pay any of the Guaranteed Money when due or to comply with any of the Purchaser's Obligations is released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way; or
 - (v) anything else occurs that would prevent the Vendor from recovering the Guaranteed Money under the Guarantee in clause 3.
- (b) The Guarantor will pay to the Vendor on demand an amount equal to any loss, damage, costs or expenses for which the Guarantor indemnifies the Vendor under this clause 4.
- (c) The Guarantor's Obligations under the indemnity in this clause 4 are separate and independent from the Guarantor's Obligations under the Guarantee in clause 3.

5. Guarantee is continuing and irrevocable

This Guarantee is a continuing security and is irrevocable until discharged according to its terms.

6. Principal obligations

- (a) The Guarantor's Obligations are principal obligations.
- (b) The Vendor need not, before enforcing the Guarantor's Obligations:
 - (i) make a demand on the Purchaser;
 - (ii) exercise any rights the Vendor has against the Purchaser; or
 - (iii) enforce any security the Vendor holds for performance of the Purchaser's Obligations.

7. Guarantor's obligations are unconditional

The Guarantor's Obligations are unconditional and will not be prejudiced or affected in any way if:

- (a) the Vendor, whether with or without the Guarantor's consent or knowledge:
 - (i) gives the Purchaser extra time to pay any of the Guaranteed Money or to perform any of the Purchaser's Obligations;
 - (ii) grants the Purchaser any other indulgence;
 - (iii) makes a revision agreement, composition, compromise or arrangement with the Purchaser or any other person; or
 - (iv) waives an obligation of the Purchaser or another Guarantor;
- (b) the Purchaser or another Guarantor dies or becomes insolvent;
- (c) there is a variation of the Contract or any contract substituted for it;

- (d) the Purchaser nominates a substitute or additional Purchaser under the Contract;
- (e) the Vendor receives a payment which the Vendor does not have a legal right to retain;
- (f) now or in the future the Vendor holds any negotiable or other security from any person for payment of the Guaranteed Money or performance of the Purchaser's Obligations; or
- (g) the Vendor releases, exchanges, renews, modifies, varies or deals in any other way with any judgment, negotiable or other specialty instrument, or any other security the Vendor recovers, holds or may enforce for payment of the Guaranteed Money or performance of the Purchaser's Obligations, or makes an agreement at any time concerning any of these matters.

8. Guarantor waives rights as surety

The Guarantor waives all rights the Guarantor may have under the law (including surety law) that may:

- (a) give the Guarantor the right to be fully or partly released or discharged from the Guarantor's Obligations; or
- (b) restrict or prevent the Vendor from enforcing the Vendor's rights under this Guarantee.

9. Vendor's rights against Purchaser are not affected

The Vendor's acceptance of this Guarantee does not prevent the Vendor from exercising the Vendor's rights in respect of any continuing, recurring or future default by the Purchaser.

10. If Purchaser enters a composition or arrangement

- (a) The Guarantor must not prove in competition with the Vendor for any money the Purchaser owes the Guarantor if:
 - (i) the Purchaser enters into a composition or arrangement with the Purchaser's creditors;
 - (ii) the Purchaser is an individual and is bankrupt; or
 - (iii) the Purchaser is a body corporate and an order is made or resolution passed for its winding up, an administrator is appointed to it under the *Corporations Act 2001* (Cth), or it is placed under any form of external management under that Act.
- (b) The Guarantor authorises the Vendor to:
 - (i) prove for all money the Purchaser owes the Guarantor; and
 - (ii) retain and carry to a suspense account and, at the Vendor's discretion, to appropriate, amounts received in this way until the Vendor has received one hundred (100) cents in the dollar for the money the Purchaser owes the Vendor.

11. Guarantor to pay Vendor's costs and stamp duty

The Guarantor will pay on demand:

- (a) the Vendor's costs (including legal costs on a solicitor and own client basis) of and incidental to preparing, executing, stamping and enforcing this Guarantee; and
- (b) any stamp duty payable on this Guarantee.

12. Notices

A notice or demand by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

13. Persons who sign this Guarantee are bound

Each person who signs this Guarantee as Guarantor is bound by it, even if another person named as a Guarantor:

- (a) does not sign it;
- (b) is not or ceases to be bound by it; or
- (c) has no power to sign it.

14. Assignment

- (a) The Vendor may assign all or some of the Vendor's rights under the Contract or this Guarantee, or both, without the Guarantor's consent.
- (b) If the Vendor assigns any of its rights, the Guarantor will execute any document which, in the Vendor's opinion (reasonably held) is necessary to complete the assignment.

15. Interpreting this Guarantee

In this Guarantee:

- (a) unless the context requires a different interpretation:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) a promise or agreement by two (2) or more persons binds each of them individually and all of them together;
 - (iii) reference to a person includes a body corporate;
 - (iv) reference to a party to this Guarantee or the Contract includes that party's executors, administrators, successors and permitted assigns; and
- (b) headings are only for convenience and do not affect interpretation.

Schedule

Vendor: **AUSTRALIAN UNITY TRUSTEES LIMITED** as Executor of the Estate of John William Causon
of 271 Spring Street, Melbourne, Victoria 3000

Purchaser: _____

Guarantor: _____
of _____

IN WITNESS whereof the said Guarantors have set their hands and seals
this _____ day of _____ 2025.

SIGNED SEALED AND DELIVERED by the)
said _____)
in the presence of:) _____

Witness _____

SIGNED SEALED AND DELIVERED by the)
said _____)
in the presence of:) _____

Witness _____

Section 32 Statement

Australian Unity Trustees Limited as
Executor of the Estate of John William
Causon

Property: 300-320 Murradoc Road,
Drysdale, Victoria 3222

Our Ref: SEK:SEK:20251140

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STATEMENT PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

| | |
|-------------|---|
| Land | 300-320 MURRADOC ROAD, DRYSDALE, VICTORIA 3222 |
|-------------|---|

| | |
|----------------------|---|
| Vendor's name | AUSTRALIAN UNITY TRUSTEES LIMITED AS EXECUTOR OF THE ESTATE OF JOHN WILLIAM CAUSON |
|----------------------|---|

Vendor's signature

Signed by:

2055CA379AA8487

| | |
|-------------------------|-------|
| Purchaser's name | _____ |
|-------------------------|-------|

| | |
|------------------------------|-------|
| Purchaser's signature | _____ |
|------------------------------|-------|

1. FINANCIAL MATTERS

1.1 Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them)

As contained in the attached certificate(s).

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

Not applicable.

1.3 Terms contract

This section 1.3 only applies if the vendor statement is in respect of a terms contract where the purchaser is obliged to make two (2) or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not applicable

1.4 Sale subject to mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession of receipts of rents and profits.

Not applicable.

2. INSURANCE

2.1 Damage and destruction

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

Not applicable.

2.2 Owner builder

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

Not Applicable.

3. LAND USE

3.1 Easements, covenants or other similar restrictions

Full particulars of any easement, covenant, or other similar restriction (including any caveat) affecting the property (registered or unregistered) are set out in the attached copy of the title documents, and as set out below.

To the best of the vendor's knowledge, there is no failure to comply with the terms of any easements, covenant or other similar restriction affecting the property.

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act 1993* (Vic).

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, order, declaration, report or recommendation

There are no notices, orders, declarations, reports or recommendations of a public authority or government department or approved proposal directly and currently affecting the land of which the vendor might reasonably be expected to have knowledge, but the vendor has no means of knowing of all the decisions of public authorities or government departments affecting the property unless communicated to the vendor.

4.2 Agricultural Chemicals

To the best of the vendor's knowledge 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 Compulsory Acquisition

The vendor has not been served with any notices of intention to acquire land under section 6 of the *Land Acquisition and Compensation Act 1986* (Vic).

5. BUILDING PERMITS

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

Not applicable.

6. OWNERS CORPORATION

Not applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION

Not applicable.

8. COMMERCIAL AND INDUSTRIAL PROPERTY TAX (CIPT)

8.1 Is this land tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 (CIPT Act):

Yes

8.2 The Australian Valuation Property Classification Code (AVPCC) (within the meaning of the CIPT Act) most recently allocated to the land is as follows:

Attached is a copy of the property clearance certificate issued by the State Revenue Office containing the APVCC code within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 (Vic) most recently allocated to the land.

8.3 If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the municipal rates notice or property clearance certificate and/or is as follows:

Not applicable

9. SERVICES

As at the date of this statement, the services marked with an 'X' are **NOT** connected to the land as set out below.

Electricity ☐ Gas ☐ Water ☐ Sewerage ☒ Telephone ☐

10. SUBDIVISION

Not applicable.

11. DISCLOSURE OF ENERGY INFORMATION

Not applicable.

12. ATTACHMENTS

- (a) Registered Search Statement for Certificate of Title Volume 10026 Folio 091
- (b) Plan of Subdivision 308433C
- (c) Planning Certificate.
- (d) Property Report.
- (e) Planning Property Report
- (f) Designated Bushfire Prone areas.
- (g) Land Information Certificate.
- (h) Building Information Certificate.
- (i) Water Information Statement.
- (j) Land Tax Clearance Certificate.
- (k) VicRoads Certificate

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 10026 FOLIO 091

Security no : 124125238970N
Produced 11/06/2025 03:24 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 308433C.

PARENT TITLES :

Volume 09945 Folio 519 to Volume 09945 Folio 521

Created by instrument PS308433C 05/07/1991

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

AUSTRALIAN UNITY TRUSTEES LTD of LEVEL 15 271 SPRING STREET MELBOURNE VIC
3000 Executor(s) of JOHN WILLIAM CAUSON deceased
AZ146318N 14/05/2025

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS308433C FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

| NUMBER | | STATUS | DATE |
|---------------|--------------------------|------------|------------|
| AZ144052M (E) | CONV PCT & NOM ECT TO LC | Completed | 13/05/2025 |
| AZ146297T (E) | REMOVAL OF NOMINATION | Completed | 14/05/2025 |
| AZ146317Q (E) | NOMINATION OF ECT TO LC | Completed | 14/05/2025 |
| AZ146318N (E) | TRANSMISSION APPLICATION | Registered | 14/05/2025 |

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 300-320 MURRADOC ROAD DRYSDALE VIC 3222

ADMINISTRATIVE NOTICES

NIL

eCT Control 16760K COULTER LEGAL
Effective from 14/05/2025

DOCUMENT END

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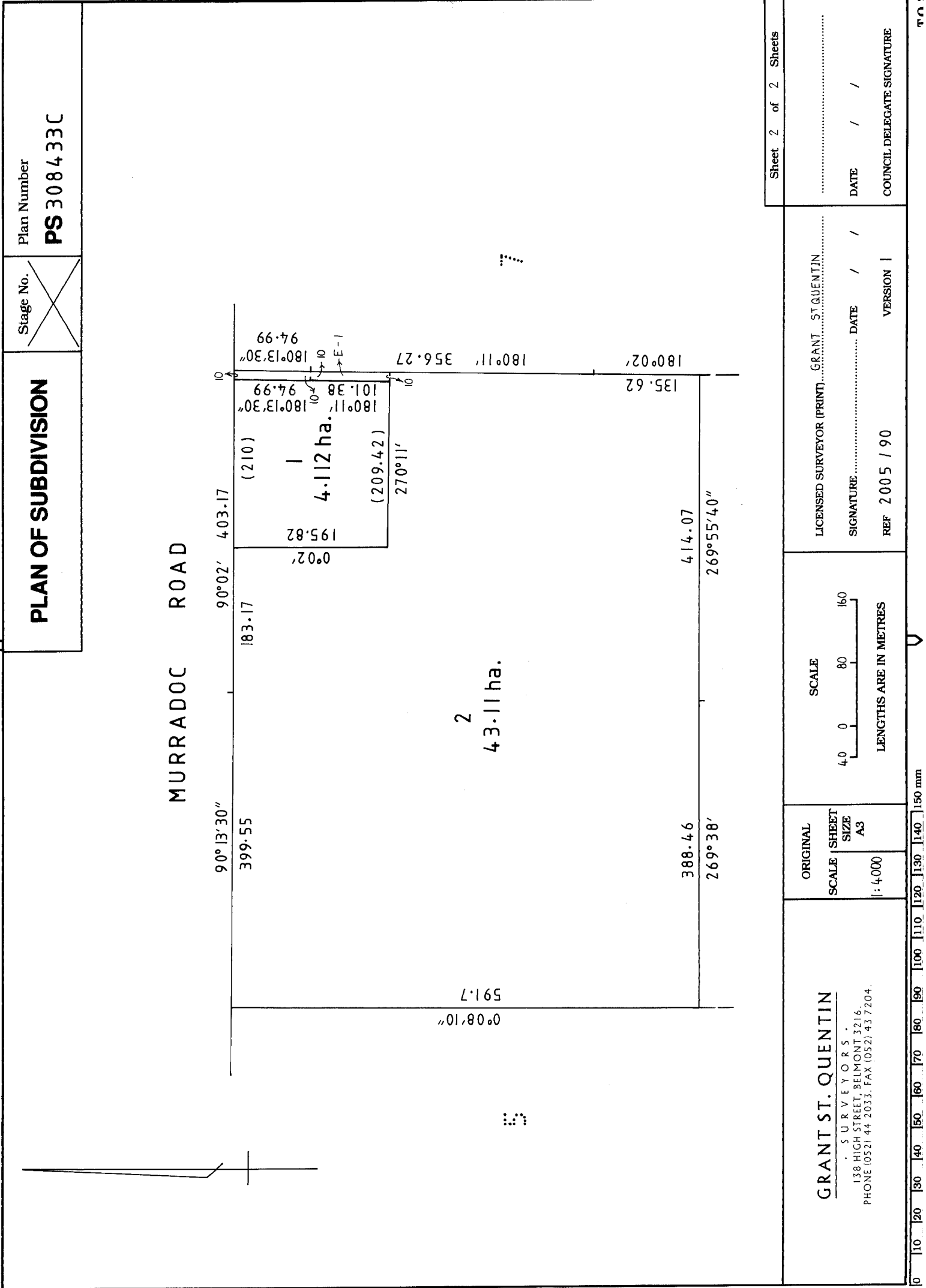
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|---|-------------------------|
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| Document Identification | PS308433C |
| Number of Pages (excluding this cover sheet) | 2 |
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| | | | | |
|---|--|---|----------------------------------|--|
| PLAN OF SUBDIVISION | | STAGE NO. <div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <div style="transform: rotate(45deg); width: 50%; height: 50%; border-bottom: 1px solid black;"></div> <div style="transform: rotate(-45deg); width: 50%; height: 50%; border-bottom: 1px solid black;"></div> </div> | LTO use only EDITION 1 | Plan Number PS 308433C |
| <p style="text-align: center;">Location of Land</p> <p>Parish: BELLARINE</p> <p>Township:</p> <p>Section: BLOCK 2</p> <p>Crown Allotment:</p> <p>Crown Portion: SIX (PART)</p> <p>LTO Base Record: PARISH</p> <p>Title Reference: VOL. 9945 FOL. 519, VOL. 9945 FOL. 520 VOL. 9945 FOL. 521.</p> <p>Last Plan Reference:</p> <p>Postal Address: MURRADOC ROAD (at time of subdivision) DRYSDALE 3222</p> <p>AMG Co-ordinates E 290 000 Zone: 55 (of approx. centre of land N 5 771 500 in plan)</p> | | <p style="text-align: center;">Council Certificate and Endorsement</p> <p>Council Name: RURAL CITY OF BELLARINE Ref: 2628</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988.</p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988.</p> <p>Date of original certification under section 6 / /</p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p style="text-align: center;"><u>OPEN SPACE</u></p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage </p> <p>Council delegate</p> <p>Council seal</p> <p>Date 6 / 3 / 91</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council Delegate</p> <p>Council Seal</p> <p>Date / /</p> | | |
| Vesting of Roads and/or Reserves | | | | |
| Identifier | Council/Body/Person | | | |
| NIL | NIL | | | |
| | | Notations | | |
| | | Staging This is /is not a staged subdivision Planning Permit No. | | |
| | | Depth Limitation DOES NOT APPLY | | |
| | | <p>Survey This plan is/is not based on survey</p> <p>This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.</p> | | |
| Easement Information | | | | |
| Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) | | | | |
| | | | | LTO use only |
| | | | | Statement of Compliance/ Exemption Statement |
| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/In Favour Of |
| E-1 | WAY, DRAINAGE, SEWERAGE, WATER, ELECTRICITY, GAS, TELEPHONE & DATA TRANSMISSION. | 10 | THIS PLAN | LOT 1 PS 308433C |
| | | | | Received <input checked="" type="checkbox"/> |
| | | | | Date 17 / 5 / 91 |
| | | | | LTO use only |
| | | | | PLAN REGISTERED |
| | | | | TIME |
| | | | | DATE 5 / 7 / 91 |
| | | | | <i>di yates</i> Assistant Registrar of Titles |
| | | | | Sheet 1 of 2 Sheets |
| GRANT ST. QUENTIN . SURVEYORS . 138 HIGH STREET, BELMONT 3216. PHONE (052) 44 2033. FAX (052) 43 7204. | | LICENSED SURVEYOR (PRINT).....GRANT ST QUENTIN..... SIGNATURE..... DATE / / REF 2005 / 90 VERSION 1 | | |
| | | DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3 | | |



PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1146694

APPLICANT'S NAME & ADDRESS

COULTER LEGAL C/- INFOTRACK C/- LANDATA
DOCKLANDS

VENDOR

CAUSON, JOHN WILLIAM

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

4484

This certificate is issued for:

LOT 1 PLAN PS308433 ALSO KNOWN AS 300 - 320 MURRADOC ROAD DRYSDALE
GREATER GEELONG CITY

The land is covered by the:

GREATER GEELONG PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a FARMING ZONE
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 13
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/greatergeelong>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

11 June 2025

Sonya Kilkenny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

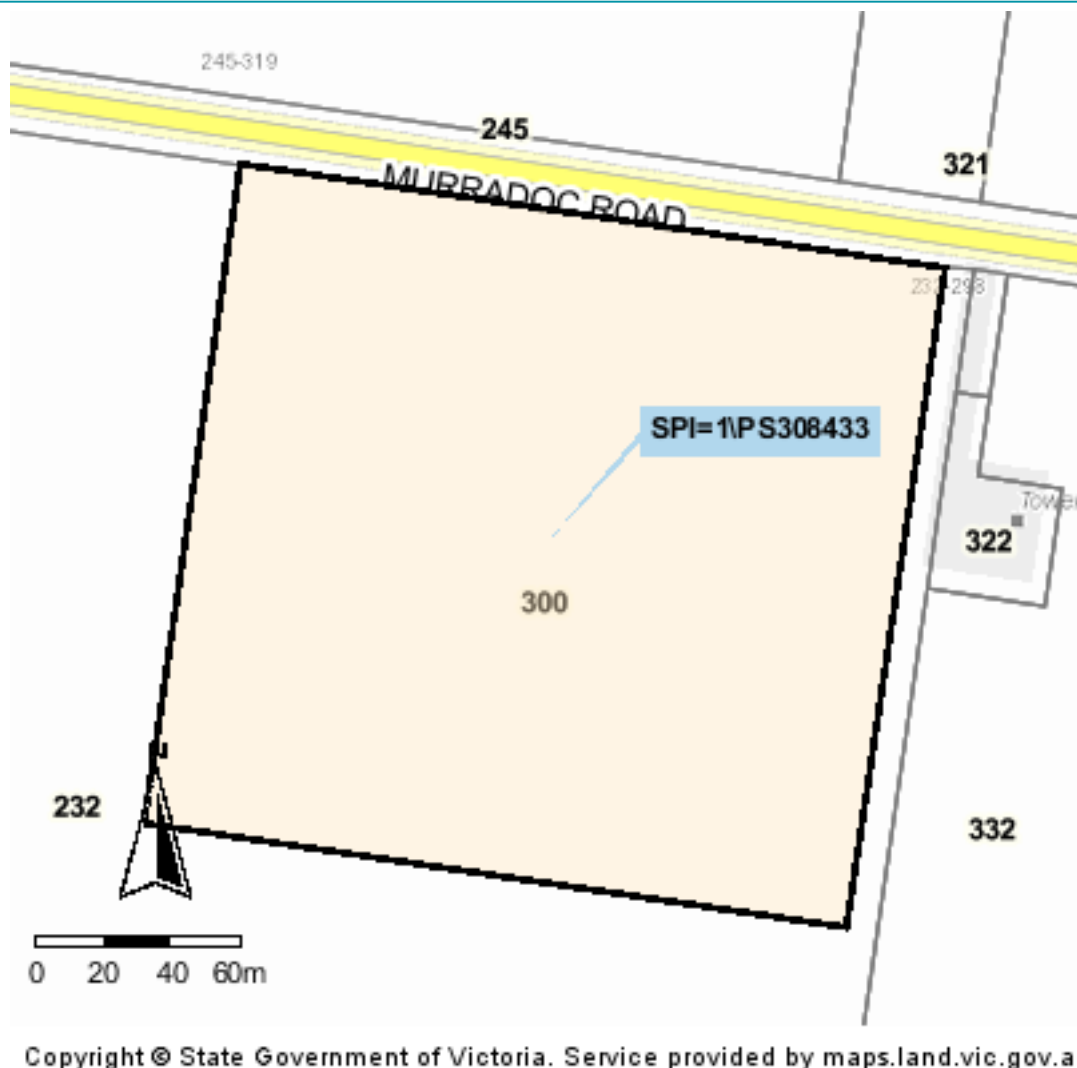
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 16 June 2025 09:32 AM

PROPERTY DETAILS

Address: **300-320 MURRADOC ROAD DRYSDALE 3222**
Lot and Plan Number: **Lot 1 PS308433**
Standard Parcel Identifier (SPI): **1\PS308433**
Local Government Area (Council): **GREATER GEELONG**
Council Property Number: **270360**
Planning Scheme: **Greater Geelong**
Directory Reference: **Melway 457 H11**

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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Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

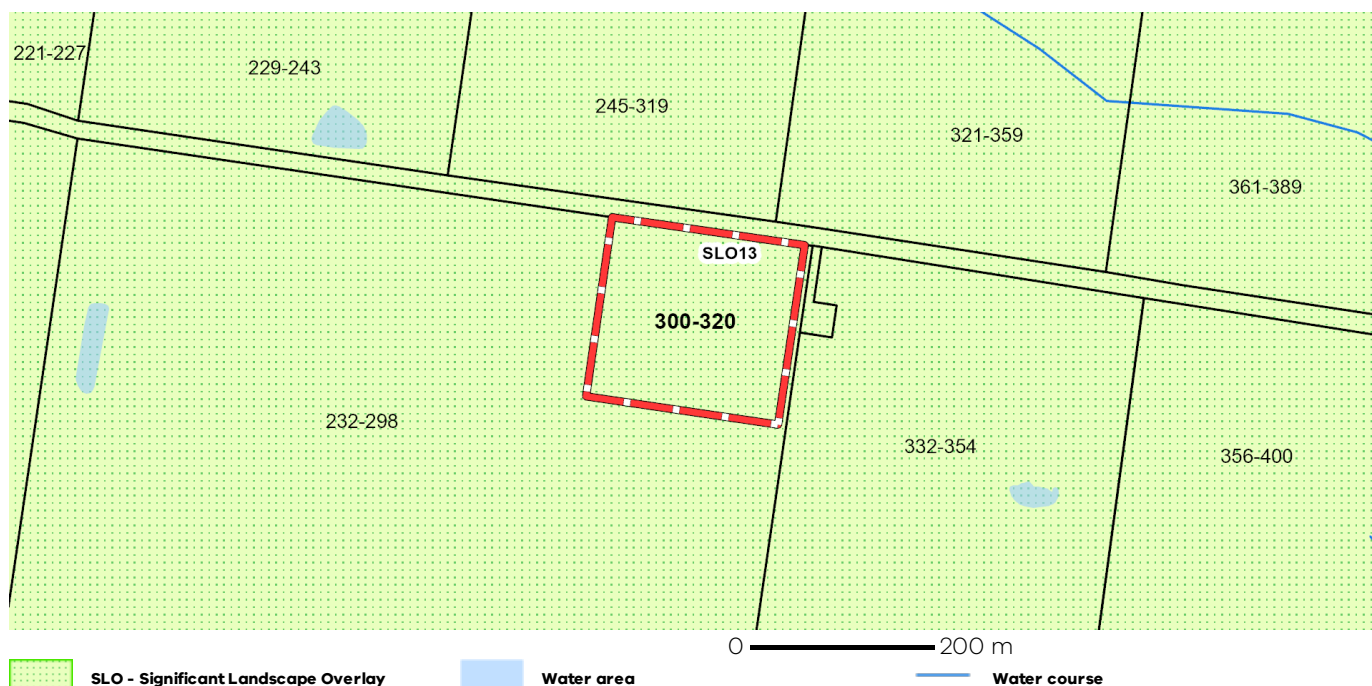
PLANNING PROPERTY REPORT: 300-320 MURRADOC ROAD DRYSDALE 3222

Page 1 of 3

Planning Overlay

[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

Further Planning Information

Planning scheme data last updated on .

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

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

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

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

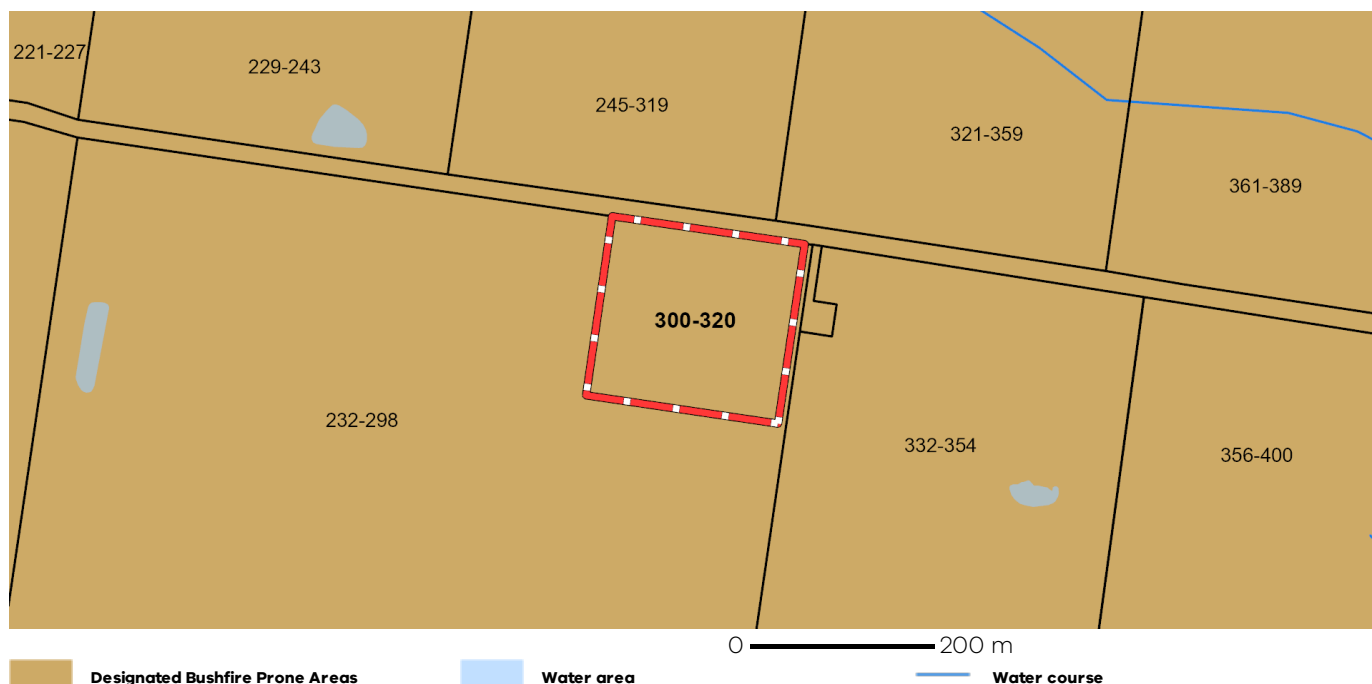
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://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 \(environment.vic.gov.au\)](#)

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 16 June 2025 09:32 AM

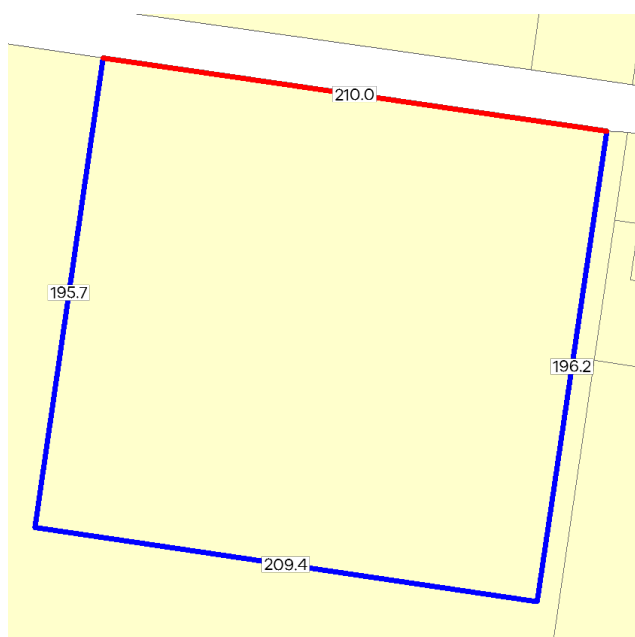
PROPERTY DETAILS

Address: **300-320 MURRADOC ROAD DRYSDALE 3222**
Lot and Plan Number: **Lot 1 PS308433**
Standard Parcel Identifier (SPI): **1\PS308433**
Local Government Area (Council): **GREATER GEELONG**
Council Property Number: **270360**
Directory Reference: **Melway 457 H11**

www.geelongaustralia.com.au

SITE DIMENSIONS

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



Area: 41088 sq. m (4.11 ha)

Perimeter: 811 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **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**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272
 PO Box 104, Geelong VIC 3220 E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au

**2024-2025 LAND INFORMATION CERTIFICATE**

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **16-Jun-2025**Certificate No: **232101**

Applicants Ref:

77060459-016-9:203993*Assessment Number:* **63043**

Property Address: **300-320 Murradoc Road, DRYSDALE VIC 3222**
 Property Description: **40719m2 Lot 1 PS 308433**
 AVPCC / Land Use: **117 - Residential Rural / Lifestyle (0.4 to 100 Ha)**

Ratepayer as per
 Council Records: **Estate of J W Causon**

Applicant:

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

| | |
|---------------------------|--------------------|
| Operative Valuation Date: | 01-Jul-2024 |
| Level of Valuation Date: | 01-Jan-2023 |
| Capital Improved Value: | 1,550,000 |
| Site Value: | 1,200,000 |
| Net Annual Value: | 77,500 |

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. **14-Sep-2025**) 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

CITY OF GREATER GEELONG
2024-2025 LAND INFORMATION CERTIFICATE (cont.)

In accordance with Section 121 of the
Local Government Act 2020

Date of Issue: **16-Jun-2025**

eService

Certificate No: **232101**

Property Address: **300-320 Murradoc Road, DRYSDALE VIC 3222**

Assessment Number: **63043.4**

| | <u>Rate, Charges & Other Monies</u> | <u>Amount \$</u> |
|-----------------|---|-------------------------|
| Arrears: | Balance Brought Forward | 0.00 |
| | Legal Fees Arrears | 0.00 |
| Current: | General Rates | 3,118.00 |
| | State Government Levies | 266.85 |
| | 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 |
| Other: | Special Charges <i>(subject to Final Costs)</i> | |
| | Sundry Charges | |
| Payment: | Amount Received | -3,858.10 |
| | Overpayment | 0.00 |
| | All Overdue amounts should be paid at settlement. The purchaser is liable for all outstanding rates and charges after transfer and settlement. | |
| | Total Due: | 0.00 |

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



Biller Code: 17475

Reference: 100000630434

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

Your Ref: 77060459-016-9:203993

Page 2 of 2

Standard Property
Sec 121 LGA 2020

Secure Electronic Registries Victoria Pty Ltd
PO BOX 500
EAST MELBOURNE VIC 8002**Date of Issue:** 13 June 2025
Council Reference: BIR-2025-
4589
Your Reference: 77060459-
017-6

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 **13 June 2025**.

PROPERTY INFORMATION

| | | | |
|-------------------|---|----------------|--------------|
| Property Address | 300-320 Murradoc Road, DRYSDALE VIC 3222 | | |
| | 40719m2 Lot 1 PS | | |
| Title Information | 308433 | Volume / Folio | CT-10026/091 |

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 | N/A | | |
| Issue Date | N/A | Permit Number | N/A |
| Council Reference Number | N/A | | |
| Certificate of Final/Occupancy Issue Date | N/A | | |

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 **N/A**

Current Status **N/A**

Compliance Due Date **N/A**

Council Reference Number **N/A**

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 or on (03) 5272 5272.

BUILDING SERVICES
137-149 MERCER STREET
GEELONG VIC 3220

Information Statement Part A

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

INSTALLATION NUMBER: 16780057 **APPLICATION NUMBER:** 495798 **DATE:** 11/06/2025
PROPERTY ADDRESS: 300-320 MURRADOC RD, DRYSDALE, VIC 3222
YOUR REFERENCE: 4484
OWNER: The Estate of JW CAUSON
COMMENTS: **Comments**

The following service charges are applicable for the abovenamed property for the period 01/04/2025 to 30/06/2025. 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.

| | Value | GST | Price |
|----------------------|--------------|------------|--------------|
| 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

| | Value | GST | Price |
|----------------------|-----------------|-------------|--------------|
| Water Service Charge | 31.23 | 0.00 | 31.23 |
| TOTAL DUE | \$ 31.23 | 0.00 | 31.23 |

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 18/03/2025. 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 10/08/2025. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 10/08/2025 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: 16743375 **APPLICATION NUMBER:** 495798 **DATE:** 11/06/2025
PROPERTY ADDRESS: 332-354 MURRADOC RD, DRYSDALE, VIC 3222
YOUR REFERENCE: 4484
OWNER: Premier Aviation Holdings Pty Ltd
COMMENTS: **Comments**

The following service charges are applicable for the abovenamed property for the period 01/04/2025 to 30/06/2025. 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.

| | Value | GST | Price |
|----------------------|--------------|------------|--------------|
| 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

| | Value | GST | Price |
|----------------------|-----------------|-------------|--------------|
| Water Service Charge | 31.23 | 0.00 | 31.23 |
| TOTAL DUE | \$ 31.23 | 0.00 | 31.23 |

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 18/03/2025. 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 10/08/2025. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 10/08/2025 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)*

11-06-2025

Coulter Legal C/- InfoTrack C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 300-320 MURRADOE ROAD DRYSDALE 3222

I refer to your application received at this office on 11/06/2025. 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: EC495798

Your Ref: 4484

Agent Ref: 77060459-028-2

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)*

11-06-2025

Coulter Legal C/- InfoTrack C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 332 MURRADOE RD DRYSDALE 3222

I refer to your application received at this office on 11/06/2025. 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: EC495798

Your Ref: 4484

Agent Ref: 77060459-028-2

Yours faithfully.

Manager Customer Centre

WATER BY AGREEMENT

Coulter Legal C/- InfoTrack C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

11-06-2025

Dear Sir/Madam

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

300 - 320 MURRADOC RD DRYSDALE 3222

Our records indicate that this property is not within our declared serviced area.

It is currently subject to a [water by agreement](#) with Barwon Water.

What you need to do

If you have acquired or leased a property with an existing agreement, you must apply to transfer the agreement to your name.

If we do not receive your application within **14 days**, we may stop your water supply.

[Apply for water and sewer by agreement](#)

About the agreement

The agreement is between the property owner or tenant and Barwon Water, and includes the following conditions:

- there is no guarantee of ongoing water supply to your property
- you may need to meet new conditions due to changes in safe drinking water regulations
- you may need to pay for changes like new meters or moving pipes
- if a third-party owns the supply system, you will need to arrange access with them.

Terms and conditions

You can find our standard terms and conditions in the Barwon Water [Customer Charter](#).

Questions?

If you have any questions, please email info@barwonwater.vic.gov.au or call [1300 656 007](tel:1300656007) we're here to help.

Our Ref: EC495798

Your Ref: 4484

Agent Ref: 77060459-028-2

Yours faithfully.

Manager Customer Centre

Sewer Drainage Plan Request

11-06-2025

Coulter Legal C/- InfoTrack C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

300 320 MURRADOC RD DRYSDALE 3222

In accordance with your application dated 11/06/2025 please find attached our response to your Sewers and Drains Plan request.

Please be advised according to Barwon Water records this property is not connected to the sewerage system and therefore a drainage plan is not available.

Our Ref: EC495800

Your Ref: 4484

Agent Ref: 77060459-030-5

Yours faithfully.

Manager Customer Centre

Property Clearance Certificate

Land Tax



INFOTRACK / COULTER LEGAL

| | |
|-----------------|-------------|
| Your Reference: | 20251140 |
| Certificate No: | 91729584 |
| Issue Date: | 11 JUN 2025 |
| Enquiries: | ESYSPROD |

Land Address: 300 -320 MURRADOC ROAD DRYSDALE VIC 3222

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 23239971 | 1 | 308433 | 10026 | 91 | \$0.00 |

Vendor: JOHN CAUSON
Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax | Year Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total |
|------------------------|-------------------------|------------------|------------------|--------|
| MR JOHN WILLIAM CAUSON | 2025 | \$1,200,000 | \$0.00 | \$0.00 |

Comments: Property is exempt: LTX Principal Place of Residence.

| Current Vacant Residential Land Tax | Year Taxable Value (CIV) | Tax Liability | 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 (CIV): | \$1,550,000 |
| SITE VALUE (SV): | \$1,200,000 |
| CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: | \$0.00 |



Notes to Certificate - Land Tax

Certificate No: 91729584

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 and Vacant Residential 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 including vacant residential land tax, interest and penalty 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 = \$6,450.00

Taxable Value = \$1,200,000

Calculated as \$4,650 plus (\$1,200,000 - \$1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$15,500.00

Taxable Value = \$1,550,000

Calculated as \$1,550,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 91729584

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

CARD



Ref: 91729584

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / COULTER LEGAL

Your Reference: 20251140

Certificate No: 91729584

Issue Date: 11 JUN 2025

Enquires: ESYSPROD

Land Address: 300 -320 MURRADOC ROAD DRYSDALE VIC 3222

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|---------------------------|----------------|-------------------------------------|--|-------------|
| 23239971 | 1 | 308433 | 10026 | 91 | \$0.00 |
| AVPCC | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment | |
| 117 | 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

CAPITAL IMPROVED VALUE: \$1,550,000

SITE VALUE: \$1,200,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91729584

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.
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 / COULTER LEGAL

| | |
|-----------------|-------------|
| Your Reference: | 20251140 |
| Certificate No: | 91729584 |
| Issue Date: | 11 JUN 2025 |

Land Address: 300 -320 MURRADOC ROAD DRYSDALE VIC 3222

| Lot | Plan | Volume | Folio |
|-----|--------|--------|-------|
| 1 | 308433 | 10026 | 91 |

Vendor: JOHN CAUSON
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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 91729584

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

| | | |
|--|---|--|
| <div><div><div>BPAY</div><div></div></div><div><div>Billers Code: 416073</div><div>Ref: 91729582</div></div></div> <div><div>Telephone & Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div>www.bpay.com.au</div></div> | <div><div><div>CARD</div><div></div></div><div><div>Ref: 91729582</div></div></div> <div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61.</div><div>A card payment fee applies.</div><div>sro.vic.gov.au/payment-options</div></div> | <div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div> |
|--|---|--|



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Coulter Legal C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 4484

NO PROPOSALS. As at the 13th June 2025, 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®.

300-320 MURRADOE 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: 13th June 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77060459 - 77060459152222 '4484'