CONTRACT OF SALE

Vendor:	Peter Hay Lindeman and Carole Barbara Lindeman
Property:	8/45 Riversdale Road, Newtown 3220

VENDORS REPRESENTATIVE

Strategy Property Law

Tel: 0417371815

Email: jdevrome@strategypropertylaw.com.au

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of sale of land

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

The terms of this contract are contained in the -
- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962.

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: ....

.... on ..../ .... /2026

Print name(s) of person(s) signing:

....

State nature of authority, if applicable: ....

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act* 1962

SIGNED BY THE VENDOR: ....

.... on ..../ .... /2026

Print name(s) of person(s) signing: **PETER HAY LINDEMAN AND CAROLE BARBARA LINDEMAN**

State nature of authority, if applicable: ....

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act* 1962)

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

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

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

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

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

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

Particulars of sale

Vendor's estate agent

Elders Geelong

Email: peter.lindeman@elders.com.au
Tel: 0418525609

Colliers Geelong

jonathon.lumsden@colliers.com
0402213572

Vendor

PETER HAY LINDEMAN AND CAROLE BARBARA LINDEMAN

Vendor's legal practitioner

Strategy Property Law

Email: jdevrome@strategypropertylaw.com.au

Mob: 0417371815 Ref: JD:2318

Purchaser

Name: ....

....

Address: ....

ABN/ACN: ....

Email: ……………………………………………………………………………………………………..

Purchaser's legal practitioner or conveyancer

Name: ....

Address: ....

Email: ....

Tel: ....………………. Mob: ………….. Fax: ……………….. Ref: ……………………

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12678	Folio	249	8	PS911966A

If no title or plan references in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: **8/45 Riversdale Road, Newtown 3220**

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*)

All fixed floor coverings, light fittings and window furnishings

Payment ;	**The price is plus GST**			
Price	$	**PLUS GST**		
Deposit	$	by	(of which $	has been paid)
Balance	$	payable at settlement		

Deposit bond

General condition 15 does not apply to this contract of sale.

Bank guarantee

General condition 16 does not apply to this contract of sale.

GST (general condition 19)

The price excludes GST.

Settlement (general conditions 17 & 26.2)
is due on

Lease (general condition 5.1).

At settlement the purchaser is entitled to vacant possession of the property.

Loan (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:
(or another lender chosen by the purchaser)

Loan amount: no more than Approval date:

☐ **Building Report**

General condition 21 applies if this box is checked.

☐ **Pest report**

General condition 22 applies if this box is checked.

Special Conditions

Definitions

In this contract the definitions set out below apply.

Claim means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, Costs (whether or not the subject of a court order), Loss, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising, including (before or after the date of actual settlement) to make a claim against the Vendor, seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this contract or seek to delay or avoid settlement of this contract.

Cost means any cost, charge, expense, outgoing, payment, fee, liability or penalty of any kind, including any professional fees.

Land means the land described in the Particulars of Sale.

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

Loss means a loss, claim, action, damage, liability, cost, charge, expense, penalty, compensation, fine or outgoing suffered, paid or incurred.

Special Condition 1 - Merger and Severance

1.1 Any provision of this Contract which is capable of taking effect after completion of this Contract shall not merge on completion but shall continue in full force and effect.

1.2 Any provision in this Contract which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise severed to the extent of the invalidity or unenforceability, without affecting the validity or enforceability of that provision in any other jurisdiction.

Special condition 2 – Purchaser Acknowledgements

Before the purchaser signed this contract, the purchaser acknowledges (and warrants to, and for the benefit of the Vendor) that the purchaser;

(a) was given an opportunity to read and consider the terms and conditions in this contract;

(b) had an opportunity to seek legal and other professional advice on the terms and conditions in this contract; and

(c) had sufficient opportunity to carry out investigations and to make enquiries in relation to the Property before signing this contract.

Special condition 3 – No Representations

The parties agree that there are no conditions, warranties, promises, representations or other terms affecting this sale other than those embodied herein.

Special condition 4 – Planning Schemes, Easements, Covenants and Encumbrances

The purchaser acknowledges that the property is purchased subject to;

(a) any and all existing and future planning, environmental, building and similar controls relating to the use and development of the Property;

(b) any restrictions imposed by and subject to the provisions of the relevant planning scheme and planning permits and any other relevant planning controls;

(c) all registered and implied easements, restrictions and covenants existing over or upon or affecting the property and the easements appropriated by any plan of subdivision (whether registered or unregistered) affecting the property;

(d) any Instrument or covenant affecting the property;

(e) all easements arising from use or by operation of, or implication by, law

(f) any provided in or contemplated by the Rules;

(g) any contemplated by any Planning Permit relating to the Site or required by any Authority including any conditions which may be imposed in connection with any Application including any agreement entered into or to be entered into under section 173 of the Planning and Environment Act 1987;

(h) any required or contemplated by this contract; and

(i) any substation leases or licences over Common Property;

and the purchaser is satisfied about the purposes for which the property may be used.

Special condition 5 – Buildings / Improvements / Dwelling

5.1 General condition 6.6 (c) is deleted.
5.2 The land and buildings as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements, as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements thereon.
5.3 The vendor makes no warranty or representation that any improvements on the property comply with requirements of the Building Code of Australia or any local laws, legislation or repealed legislation under which the improvements were constructed and the purchaser acknowledges that the vendor makes no representations or warranties as to the procuring of a building permit, building approvals, Certificate of Occupancy or any other permits in relation to the property. A failure, if any to so comply with those laws does not constitute a defect in the vendor's title and the purchaser is not entitled to make any objection or requisition or claim any compensation from the vendor.
5.4 The purchaser acknowledges that the purchaser has purchased the property as a result of the purchasers own enquiries and the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the existence, state of repair and/or the condition of any buildings, outbuildings or structures on the property. The purchaser acknowledges that any failure to comply with any law or regulation in relation to the construction, renovation, addition or repair to any building, outbuilding or any structure on the property shall not be deemed to constitute a defect in the vendors title.
5.5 Further, the purchaser acknowledges that the vendor is not under any obligation or liability to the purchaser to carry out any alterations, repairs or improvements to or on the property or to any buildings, outbuildings or structures on the property.

Special condition 6 – Purchasers indemnity

The Purchaser indemnifies the Vendor from and against any Claim or Loss arising out of or in connection with any:
(a) failure by the Purchaser or any nominee(s) to comply with any of its obligations under or arising out of this contract; or
(b) act or omission that occurs after the Settlement Date concerning the Property.

Special condition 7 – Time is of the essence

General condition 26 is amended to include a new provision General Condition 26.5 which shall read;
26.5 Time shall remain the essence of this contract despite any waiver or indulgence granted by a non-defaulting party to the party in default.

Special condition 8 - Stamp duty

The purchaser acknowledges that:
(a) The vendor makes no warranty or representation as to the amount of stamp duty that may be assessed on the transfer of the property,
(b) The purchaser has relied on the purchaser's own independent advice on all stamp duty related matters concerning the transfer of the property including the proportional holdings if there is more than one purchaser.

Special condition 9 - Delayed settlement

Without limiting any other rights of the vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract, or requests an extension of the due date for settlement within 3 business days of the due date, the purchaser must pay to the vendors solicitors an amount of $600.00 plus GST representing the vendors additional legal costs and disbursements payable by reason of the failure to settle or late request for an extension of the due date.

Special condition 10 - Identity of the land

The purchaser admits that the land as offered for sale and as inspected by the purchaser is identical to that described in the title particulars as the land being sold in the vendor statement. The purchaser will not make any requisition nor claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land, or call upon the vendor to move any fences, amend the title or bear all or any part of the cost of doing so.

Special condition 11 – Default not remedied

General condition 35.4(c) (Default not remedied) is amended by deleting the words 'within one year of the contract ending'.

Special condition 12 - Nomination

General condition 4 is deleted and replaced by this special condition.

4. The purchaser may nominate a substitute or additional transferee but the named purchaser remains personally liable for the performance of all the purchaser's obligations under this contract.
The purchaser must procure execution of a nomination document in the form of a deed satisfactory to the vendor, binding the nominee to the obligations, acknowledgements, representations, warranties and agreements of the purchaser under this contract.
The vendor is not bound to act in accordance with a nomination unless the purchaser has provided the vendor with a copy of the fully executed nomination deed at least 10 business days before settlement.

Special condition 13 – Goods/plant and chattels

The purchaser acknowledges having inspected the goods, fittings and appliances forming part of the contract and the purchaser is aware of their condition and any deficiencies. The purchaser shall not require the goods to be in working order at the date of settlement unless they were in working order on the date of sale and nor shall the purchaser claim any compensation in relation to any deficiencies in the goods, fittings, or appliances.

Special condition 14 – Guarantee

If a company purchases the property:
(a) Any person who signs this contract will be personally responsible to comply with all of the terms and conditions of this contract; and
(b) All of the directors of the company must sign the guarantee attached to this contract and deliver it to the vendor on the day of sale.
(c) If the guarantee is not completed and signed on the day of sale, or any other time agreed to by the vendor, the vendor may end this contract by written notice to the purchaser.

Special condition 15 – Purchaser as Trustee

If the purchaser executes this deed as trustee of a trust (Trust) (whether the purchaser's capacity as such has been disclosed to the vendor or not), the purchaser represents and covenants that:

(a) the purchaser is empowered to execute this contract;
(b) the purchaser is bound in its or their personal capacity as well as trustee of the Trust;
(c) the purchaser is the sole trustee of the Trust;
(d) this contract will bind the purchaser and any successor of the purchaser as trustee of the Trust; and
the purchaser will obtain the vendor's prior written consent for a change of trustee of the Trust before the settlement date and procure that any successor of the purchaser enters into a deed of covenant with and to the satisfaction of the vendor at the cost of the purchaser.

Special condition 16 - Loss or damage before settlement

General conditions 31.3 to 31.6 inclusive are deleted.

Special condition 17 - FIRB Approval

17.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.
17.2 If there is a breach of the warranty contained in this Special Condition (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
17.3 This warranty and indemnity do not merge on completion of this contract.

Special condition 18 - Deposit Release

The purchaser agrees that General Conditions 6.3(a), 6.3(e) 17.1(b) and 31.2 will not be relied on by the purchaser as a bar to releasing the deposit paid herein and the purchaser agrees to sign a Section 27 Statement if so requested by the vendor subject to the conditions of Section 27 Sale of Land Act 1962.

Special condition 19 – Adjustments -Existing Land Tax/ Windfall Gains Tax

General condition 23.1 is amended to specifically exclude land tax (if any) and/or any existing windfall gains tax liability (if any) owed by the vendor as a periodic outgoing payable by the vendor.

The vendors land tax or existing windfall gains tax liability (if any) shall not be apportioned between the parties on the settlement date.

If a future Windfall Gains Tax assessment arises during the course of this contract, that windfall land tax may be apportioned between the parties.

Special condition 20 - Counterparts

This contract may be executed in counterparts. All executed counterparts constitute one document.

Special condition 21 - Access rights after settlement

21.1 The Purchaser acknowledges;

(a) that the Property is part of the Development on which surveying, engineering, construction and other works contemplated by this contract may, after the Day of Settlement, be carried out; and

(b) that the Builder or others authorised by the Vendor may need access to the Property for the purpose of carrying out works to the Property or lots adjoining the Property or undertaking works, tests or inspection of the Common Property.

(c) The Purchaser agrees with the Vendor to allow the Builder, its employees and contractors access to the Site after the Day of Settlement for the purpose of carrying out construction works and rectification works on the Property and lots adjoining the Property, on condition that the Vendor endeavours to ensure, except in unforeseen circumstances, that before the access rights are exercised the Builder or the Vendor gives the Purchaser at least 3 days' Notice.

Special condition 22- Following settlement

22.1 The Purchaser must not make any requisition or objection or claim any compensation or rescind or delay completion of the contract or bring any injunctive proceedings against the Vendor or the Builder or any other person as a consequence of any nuisance, noise, dust and other discomfort that may result from:

(a) any construction work or repair and rectification works being carried out from time to time in or about the Development or the Property after the Day of Settlement; or

(b) marketing of unsold lots in the Development after the Day of Settlement including the presence on Common Property or other parts of the Development (but excluding the Property) of any sale signs, insignia and other fixtures and fittings.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to 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 or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

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

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives –

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -

(a) that –

(i) the purchaser intends to use predominately for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -

(a) the personal property is of a kind that may be described by a 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 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay -

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act* 1958 before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land* Act 1958.

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

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

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser; that either

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payments 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 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 purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

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

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. 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 lodgment 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 lodgment can no longer be conducted electronically. Special 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 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

(a) the electronic lodgment network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day; or

(b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment 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 lodgment network operator of settlement.

19. GST

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

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not in then in default.

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

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

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

22. PEST REPORT

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

(b) promptly provide the vendor with proof of payment; and

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

despite:

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

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

24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

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

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

25. GST WITHHOLDING

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

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

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

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) because the property is *new residential premise 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 the electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

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

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth)

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000.*

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act* 1962:

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

Guarantee and Indemnity

I/We, ... of

.......................…………...

and .... of

.......................…………...

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

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

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

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

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

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

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

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

SIGNED SEALED AND DELIVERED by the said)
)
Print Name...………)
....

in the presence of:) Director (Sign)
)
Witness..)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name...………)
....

in the presence of:) Director (Sign)

Witness..)

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	8/45 Riversdale Road, Newtown 3220	

Vendor's name	Peter Hay Lindeman	**Date** 12/9/2026
Vendor's signature		

Vendor's name	Carole Barbara Lindeman	**Date** 12/9/2026
Vendor's signature	C. B. Lindeman	

Purchaser's name		**Date** / /
Purchaser's signature		

Purchaser's name		**Date** / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

(a) Are contained in the attached 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

	To	

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

This section 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 or receipts of rents and profits.

Not Applicable.

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 310
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☒ No
(c) 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 attached Municipal rates notice of property clearance certificate or is as follows	Date: 30/6/2026 OR ☒ 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 6 years and section 137B of *the Building Act* 1993 applies to the residence.

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2. **Road Access**

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

3.3. **Designated Bushfire Prone Area**

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

3.4. **Planning Scheme**

Attached is a certificate with the required specified information.

4 NOTICES

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

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

Not Applicable.

4.2. **Agricultural Chemicals**

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

Not Applicable.

4.3. **Compulsory Acquisition**

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

Not Applicable.

5 BUILDING PERMITS

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

Are contained in the attached certificate.

6 OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

6.1 Attached is a current owners corporation certification with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act* 2006.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

Electricity supply ☐	Gas supply ☒	Water supply ☐	Sewerage ☐	Telephone services ☒

9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**
A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10 SUBDIVISION

10.1. **Unregistered Subdivision**

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2. **Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

Not Applicable.

10.3. **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.
Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

☐ Vacant Residential Land or Land with a Residence

☒ Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

Register Search Statement
Plan, Covenant
Owners Corporation Basic Report, Owners Corporation Certificate
Planning Property Report, Planning Certificate
Contaminated Land Search
Land Information Certificate
Water Information Certificate
Planning Permit, Occupancy Permit
Vicroads Certificate
Land Tax Certificate
Due Diligence Checklist

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 12678 FOLIO 249 Security no : 124137634008V
Produced 17/08/2026 12:10 PM

LAND DESCRIPTION

Lot 8 on Plan of Subdivision 911966A.
PARENT TITLE Volume 12439 Folio 650
Created by instrument PS911966A 16/06/2026

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
CAROLE BARBARA LINDEMAN of 105 DEVON ROAD BARRABOOL VIC 3221
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
PETER HAY LINDEMAN of 105 DEVON ROAD BARRABOOL VIC 3221
BA585691V 30/06/2026

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE BA585692T 30/06/2026
WEBSTER DOLILTA FINANCE LTD

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.

AGREEMENT Section 173 Planning and Environment Act 1987
BA383179H 05/05/2026

DIAGRAM LOCATION

SEE PS911966A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS911966A (B)	PLAN OF SUBDIVISION	Registered	16/06/2026
BA585690X (E)	DISCHARGE OF MORTGAGE	Registered	30/06/2026
BA585691V (E)	TRANSFER	Registered	30/06/2026
BA585692T (E)	MORTGAGE	Registered	30/06/2026

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

Additional information: (not part of the Register S

Street Address: UNIT 8 45 RIVERSDALE ROAD NEWTOWN (GEELONG) VIC 3220

ADMINISTRATIVE NOTICES

NIL

eCT Control   14916Q BAIRD & MCGREGOR PTY LTD
Effective from 30/06/2026

OWNERS CORPORATIONS

The land in this folio is affected by
    OWNERS CORPORATION 1 PLAN NO. PS911966A

DOCUMENT END

Imaged Document Cover Sheet

Document Type	**Plan**
Document Identification	**PS911966A**
Number of Pages (excluding this cover sheet)	**13**
Document Assembled	**17/08/2026 12:10**

PLAN OF SUBDIVISION

EDITION 1

PS 911966A

LOCATION OF LAND

PARISH: MOORPANYAL

TOWNSHIP: -

SECTION: 5

CROWN ALLOTMENT: 4 (PART)

CROWN PORTION: -

TITLE REFERENCE: VOL.12439 FOL.650

LAST PLAN REFERENCE: PS905976G (LOT 2)

POSTAL ADDRESS: 45-47 RIVERSDALE ROAD
(at time of subdivision) NEWTOWN, 3220

MGA CO-ORDINATES: E: 266 668 ZONE: 55
(of approx centre of land in plan) N: 5 772 770 GDA 2020

Council Name: City of Greater Geelong

Council Reference Number: 17001
Planning Permit Reference: PP-767-2022
SPEAR Reference Number: S259085T

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made

Digitally signed by: Verity Bright for City of Greater Geelong on 29/05/2026

Statement of Compliance issued: 29/05/2026

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

DEPTH LIMITATION Does not apply

SURVEY:
This plan is based on survey.

STAGING:
This is not a staged subdivision.
Planning Permit No. PP-767-2022

This survey has been connected to permanent marks No(s).Barrarbool PM101

In Proclaimed Survey Area No.

NOTATIONS

(SEE SHEET 2 FOR NOTATIONS)

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

IMPLIED EASEMENTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 AFFECT ALL THE LAND IN THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
A-1	DRAINAGE	1.83	BOOK 719 No.358	LOT 1 ON TP8227Q
A-2	DRAINAGE	1.83	BOOK 727 No.374	LOT 2 ON TP8227Q
E-1	POWERLINE	5	THIS PLAN - Section 88 Electricity Industry Act 2000	POWERCOR AUSTRALIA LIMITED

St. Quentin

SURVEYORS FILE REF: 17666

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 13

Digitally signed by: PAUL TRELOAR, Licensed Surveyor,
Surveyor's Plan Version (12),
24/04/2026, SPEAR Ref: S259085T

Land Services Victoria Plan Registered
02:05 PM
16/06/2026
Assistant Registrar of Titles

Amended by: MATTHEW MCGRATH, Licensed Surveyor 16/06/2026.

NOTATIONS

- Lots 5 and 6 have been omitted from this plan.

- All electricity consumers mains, electrical cabling and conduits within lots 1 to 4 (both inclusive) and lots 7 to 21 (both inclusive) and common property No.1 are deemed to be part of common property No.1. The position of these cables and conduits have not been shown on the diagrams contained herein.

- Boundaries shown by thick continuous lines are defined by buildings.
  Location of boundaries defined by buildings:
  Median: Boundaries marked M
  Exterior Face: Boundaries marked E
  Exterior Face of Balcony or Terrace Balustrade: Boundaries marked B.

- Boundaries shown by thick dashed lines in cross-section diagrams are vertical or horizontal projections of the relevant building boundary.

- The building comprising lots:- 1 to 3 (both inclusive) and 7 to 15 (both inclusive) and 16 to 20 (both inclusive) are 3 level buildings.

- The building comprising lot:- 4 is a 4 level building.

- All boundaries of abutting lots are deemed to be the median of floors, walls or ceilings.

- The common property No.1 is all the land in the plan except for lots 1 to 4 (both inclusive) and lots 7 to 21 (both inclusive).

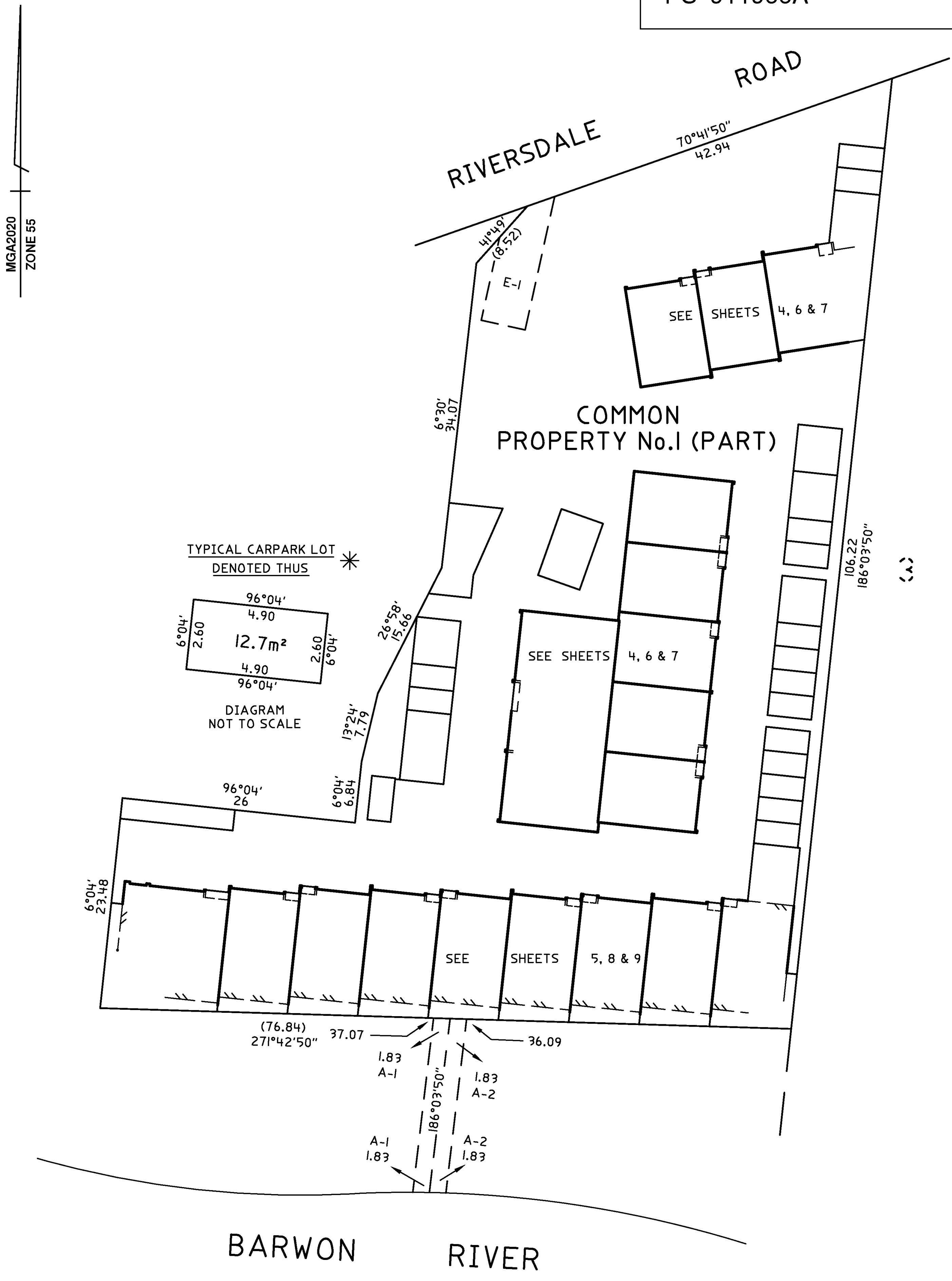
- Lots on this plan may be affected by one or more owners corporations. For details of any Owners Corporations including purpose, responsibility, entitlement, & liability see Owners Corporation search report, Owners Corporation additional information and if applicable Owners Corporation rules.

- The following abbreviations have been incorporated into this plan to enhance clarity.
  EC:- Entry Canopy Cladding
  PT:- Part
  Denotes Structure (Non-Boundary)

- All lots on this plan are unlimited in height & depth

- All Entry Canopy Pediments are deemed to lie within and be a part of Common Property No.1

PS 911966A



SCALE 1:400	4 0 4 8 12 16 LENGTHS ARE IN METRES	SHEET SIZE: A3	REF: 17666	V12	SHEET 3

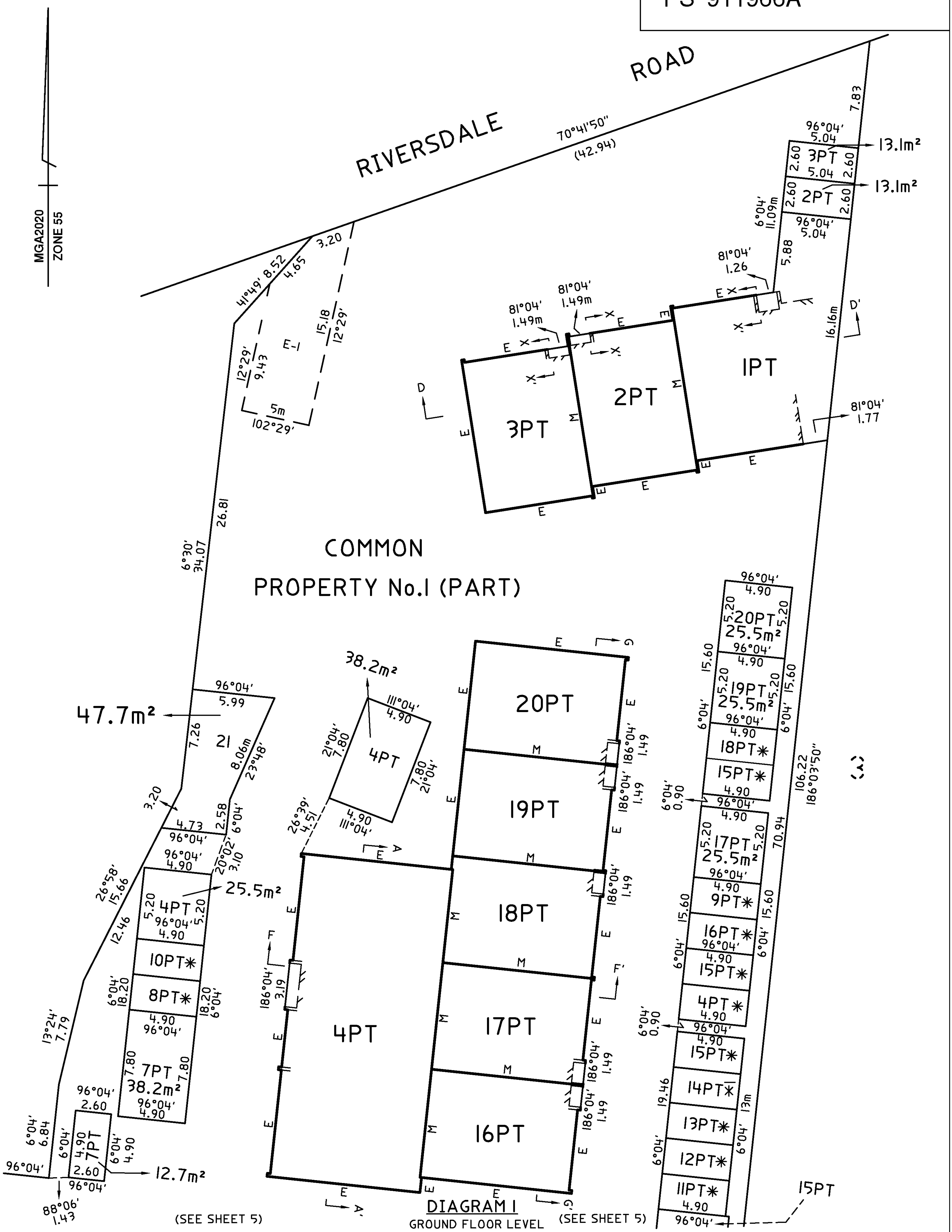
St. Quentin

Digitally signed by: PAUL TRELOAR, Licensed Surveyor, Surveyor's Plan Version (12), 24/04/2026, SPEAR Ref: S259085T

Digitally signed by: City of Greater Geelong, 29/05/2026, SPEAR Ref: S259085T

Amended by: MATTHEW MCGRATH, Licensed Surveyor 16/06/2026.

PS 911966A



SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	SHEET SIZE: A3	REF: 17666	V12	SHEET 4

St. Quentin

Digitally signed by: PAUL TRELOAR, Licensed Surveyor, Surveyor's Plan Version (12), 24/04/2026, SPEAR Ref: S259085T

Digitally signed by: City of Greater Geelong, 29/05/2026, SPEAR Ref: S259085T

Amended by: MATTHEW MCGRATH, Licensed Surveyor 16/06/2026.

PS 911966A

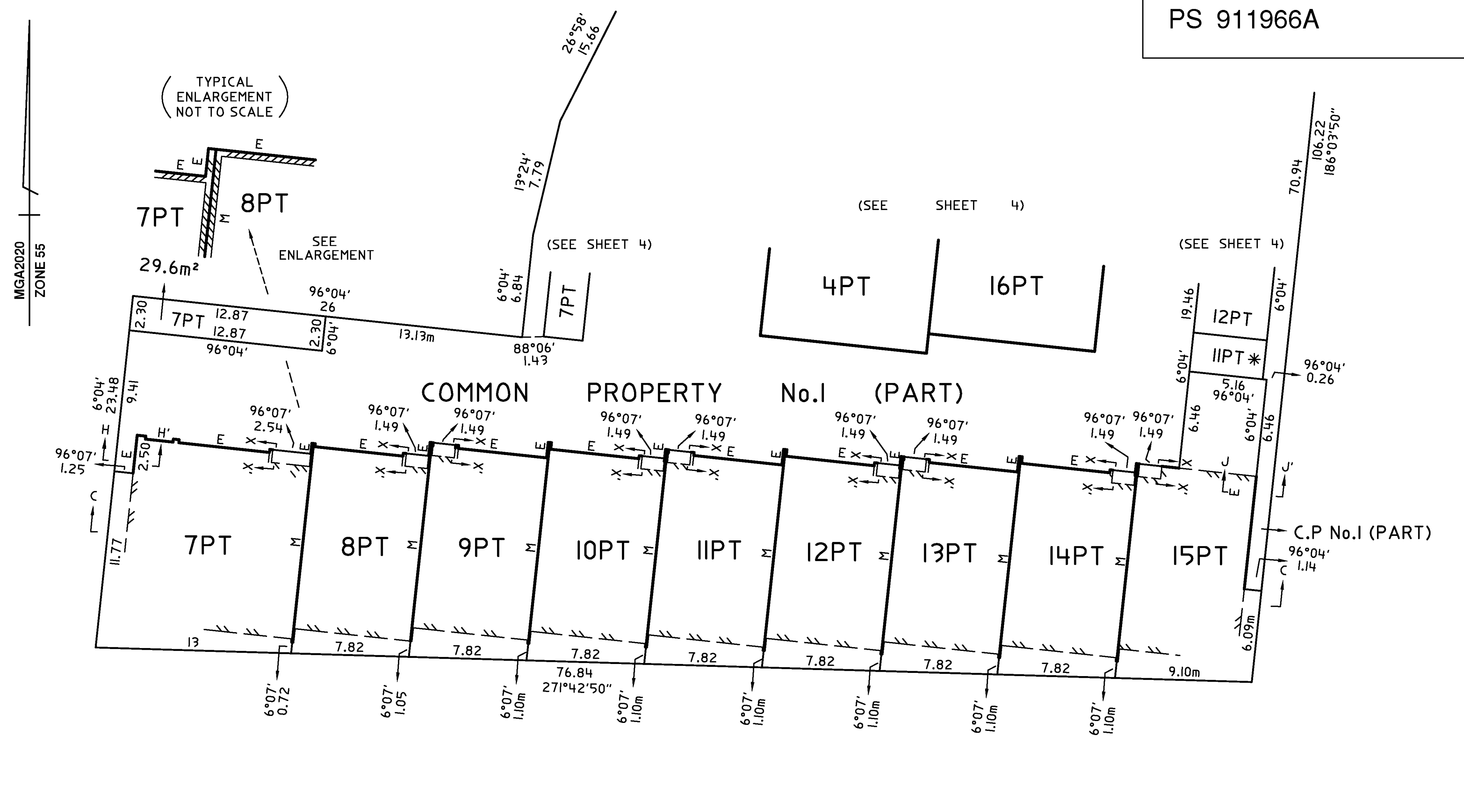


DIAGRAM 2

GROUND FLOOR LEVEL

St. Quentin

SCALE 1:250	LENGTHS ARE IN METRES	SHEET SIZE: A3	REF: 17666	V12	SHEET 5

Digitally signed by: PAUL TRELOAR, Licensed Surveyor, Surveyor's Plan Version (12), 24/04/2026, SPEAR Ref: S259085T

Digitally signed by: City of Greater Geelong, 29/05/2026, SPEAR Ref: S259085T

Amended by: MATTHEW MCGRATH, Licensed Surveyor 16/06/2026.

PS 911966A

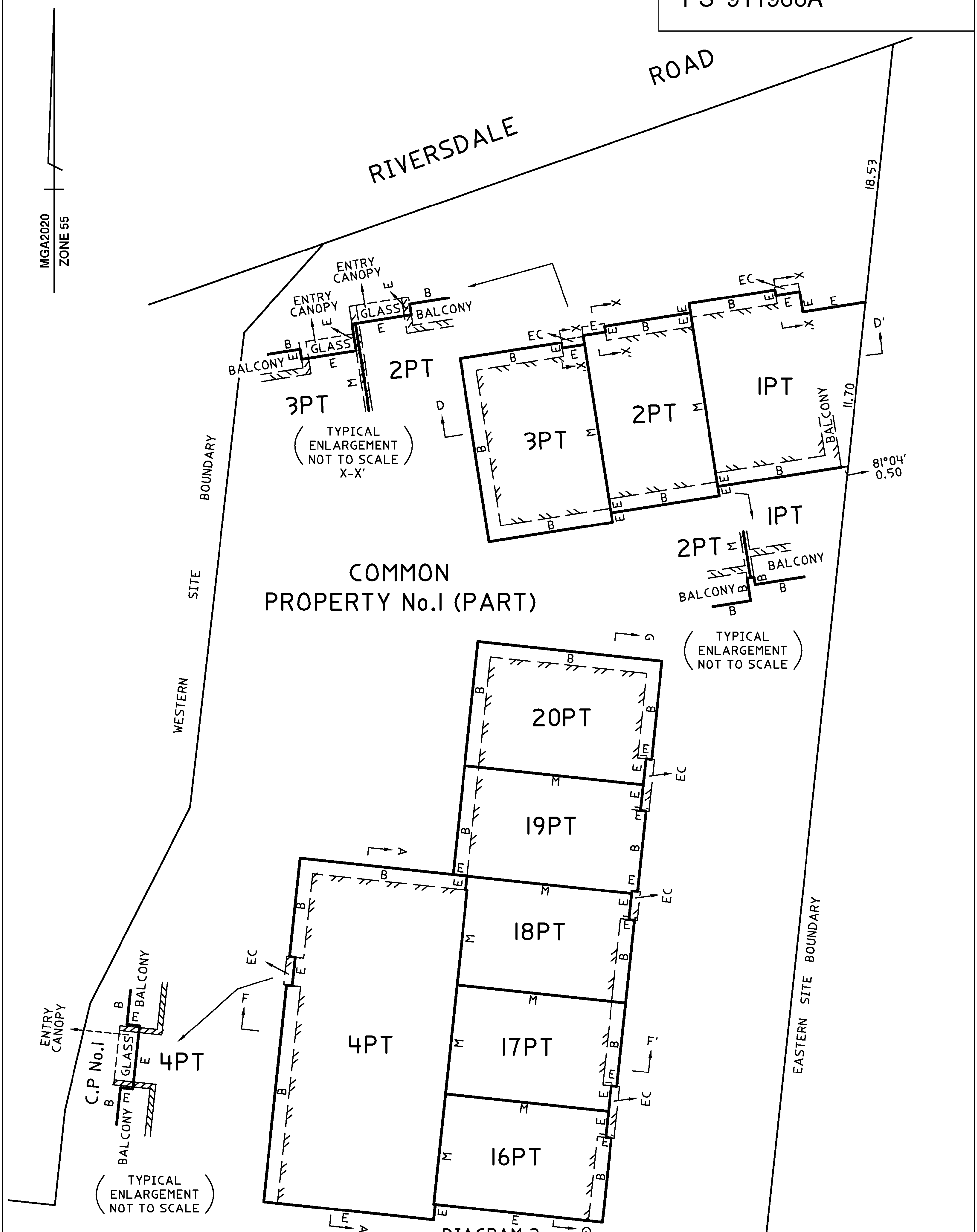


DIAGRAM 3
FIRST FLOOR LEVEL

SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	SHEET SIZE: A3	REF: 17666	V12	SHEET 6

St. Quentin

Digitally signed by: PAUL TRELOAR, Licensed Surveyor, Surveyor's Plan Version (12), 24/04/2026, SPEAR Ref: S259085T

Digitally signed by: City of Greater Geelong, 29/05/2026, SPEAR Ref: S259085T

Amended by: MATTHEW MCGRATH, Licensed Surveyor 16/06/2026.

PS 911966A

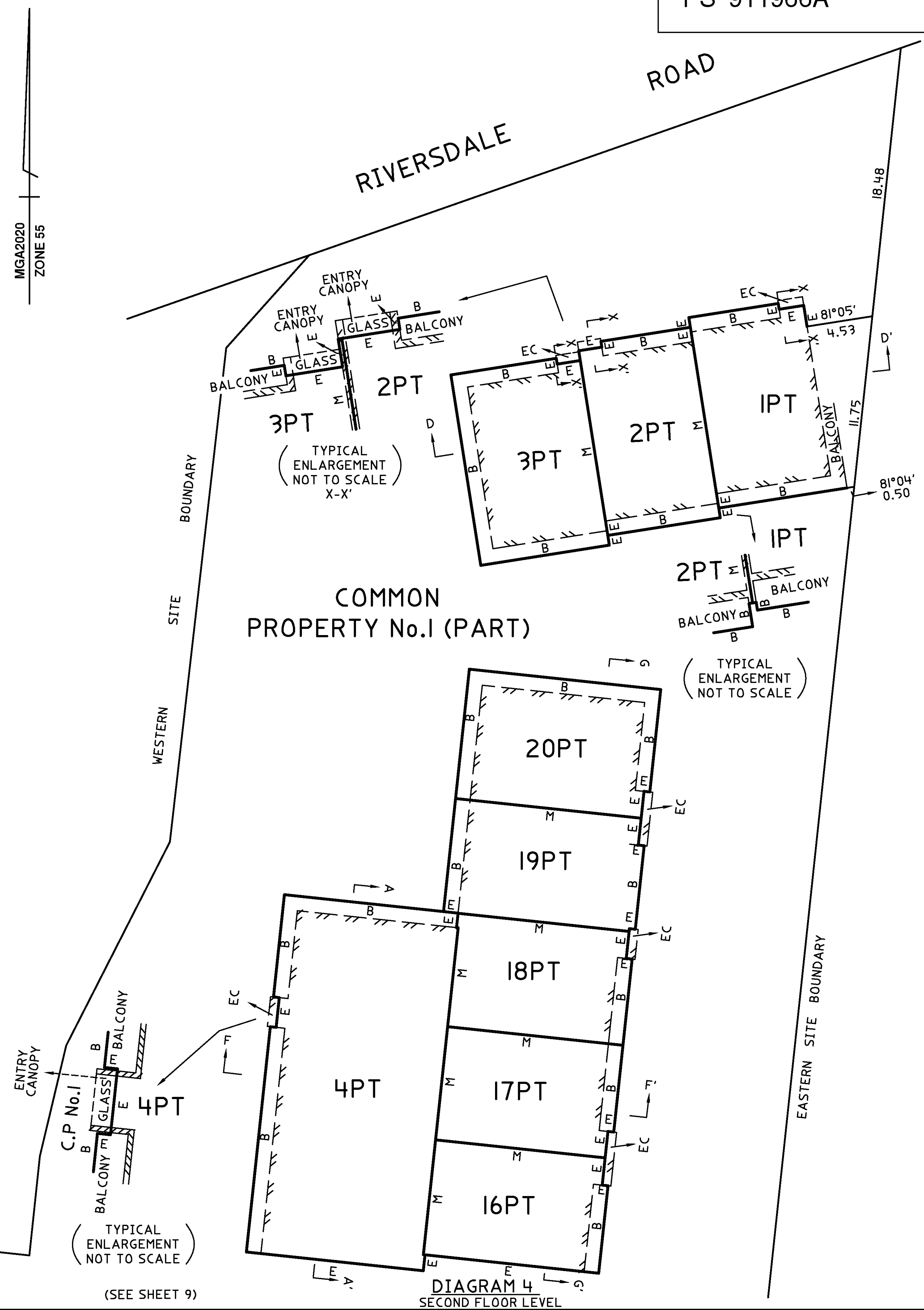


DIAGRAM 4
SECOND FLOOR LEVEL

SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	SHEET SIZE: A3	REF: 17666	V12	SHEET 7

St. Quentin

Digitally signed by: PAUL TRELOAR, Licensed Surveyor, Surveyor's Plan Version (12), 24/04/2026, SPEAR Ref: S259085T

Digitally signed by: City of Greater Geelong, 29/05/2026, SPEAR Ref: S259085T

Amended by: MATTHEW MCGRATH, Licensed Surveyor 16/06/2026.

PS 911966A

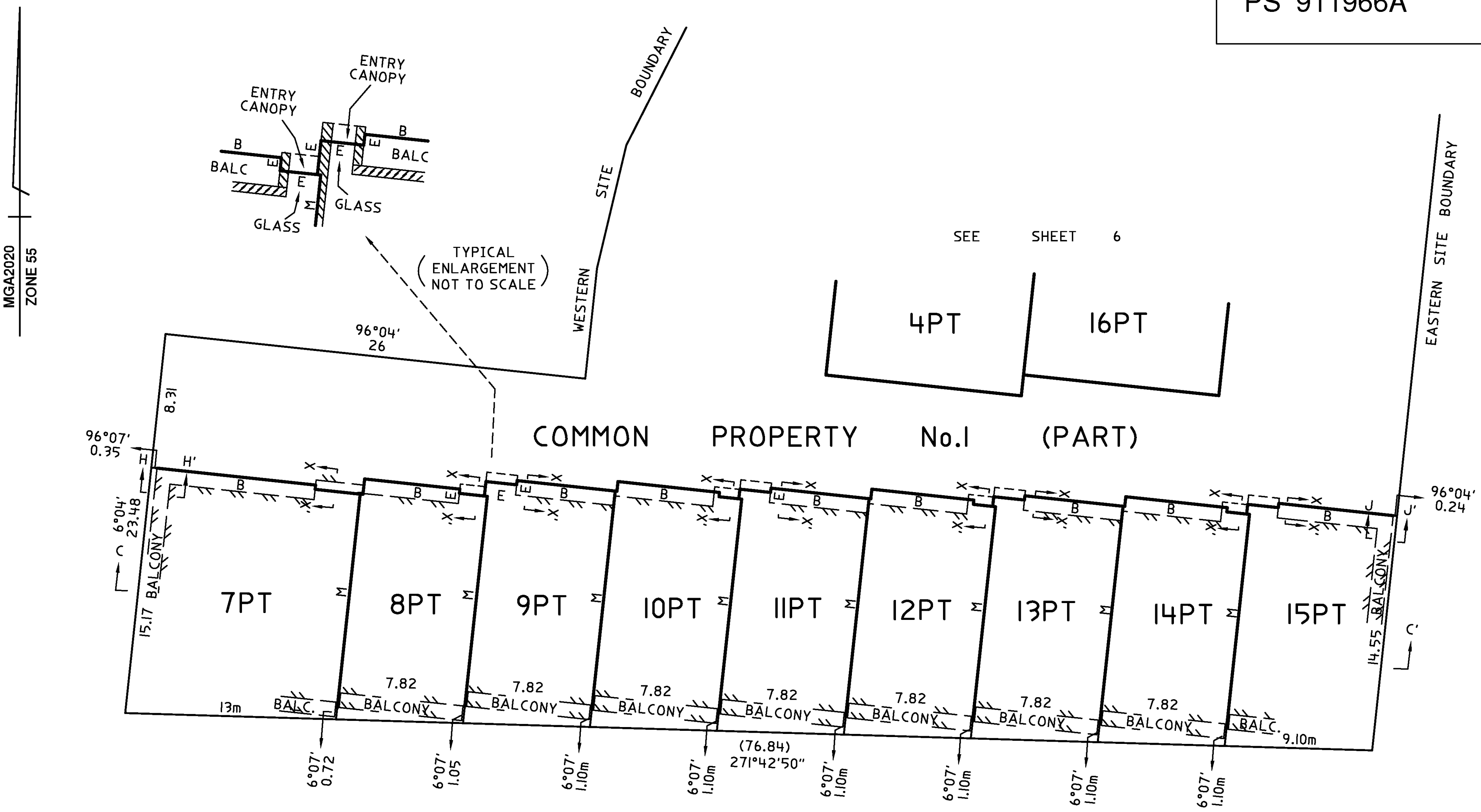


DIAGRAM 5

FIRST FLOOR LEVEL

SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	SHEET SIZE: A3	REF: 17666	V12	SHEET 8

St. Quentin

Digitally signed by: PAUL TRELOAR, Licensed Surveyor, Surveyor's Plan Version (12), 24/04/2026, SPEAR Ref: S259085T

Digitally signed by: City of Greater Geelong, 29/05/2026, SPEAR Ref: S259085T

Amended by: MATTHEW MCGRATH, Licensed Surveyor 16/06/2026.

PS 911966A

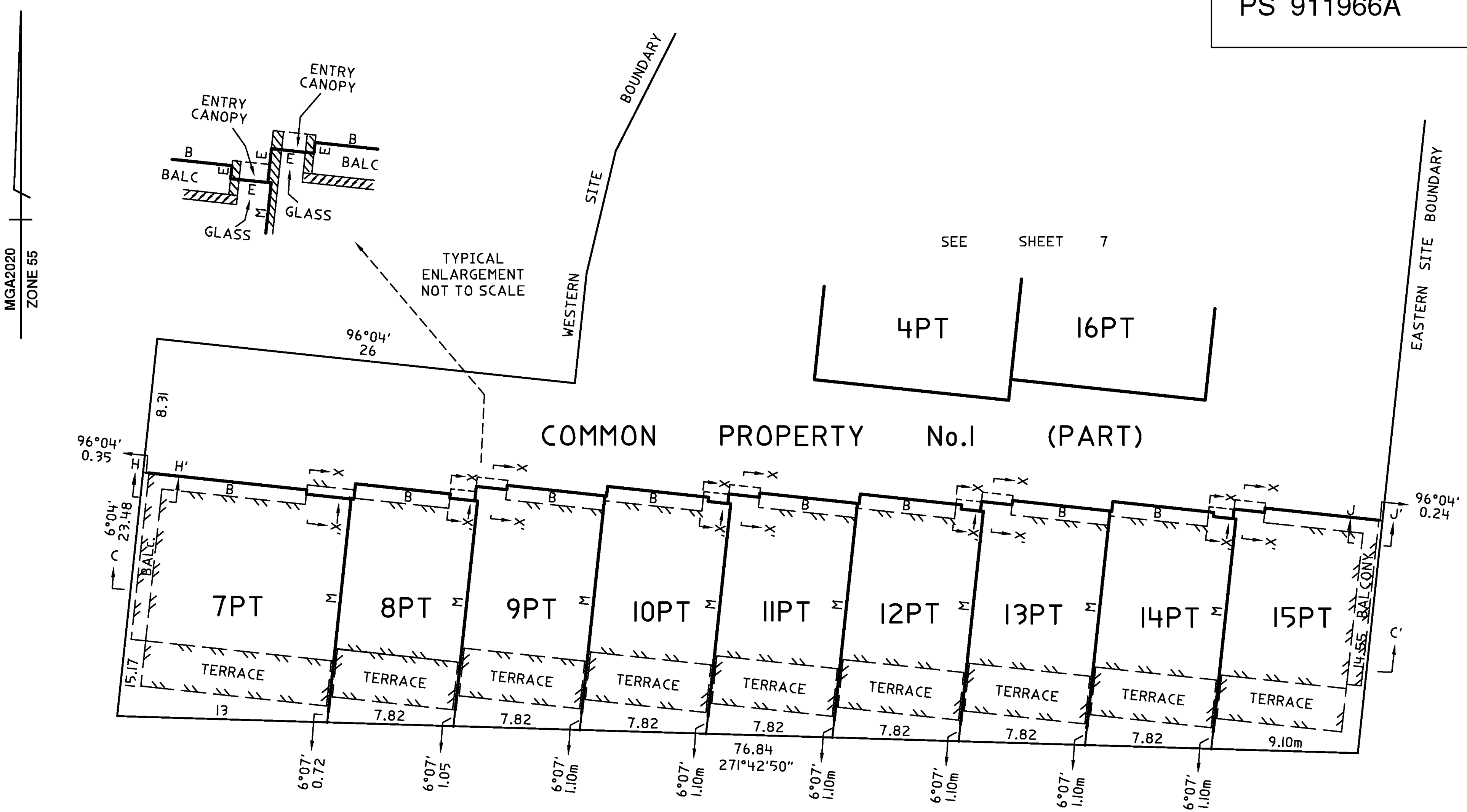


DIAGRAM 6

SECOND FLOOR LEVEL

St. Quentin

SCALE 1:250	LENGTHS ARE IN METRES	SHEET SIZE: A3	REF: 17666	V12	SHEET 9

Digitally signed by: PAUL TRELOAR, Licensed Surveyor, Surveyor's Plan Version (12), 24/04/2026, SPEAR Ref: S259085T

Digitally signed by: City of Greater Geelong, 29/05/2026, SPEAR Ref: S259085T

Amended by: MATTHEW MCGRATH, Licensed Surveyor 16/06/2026.

PS 911966A

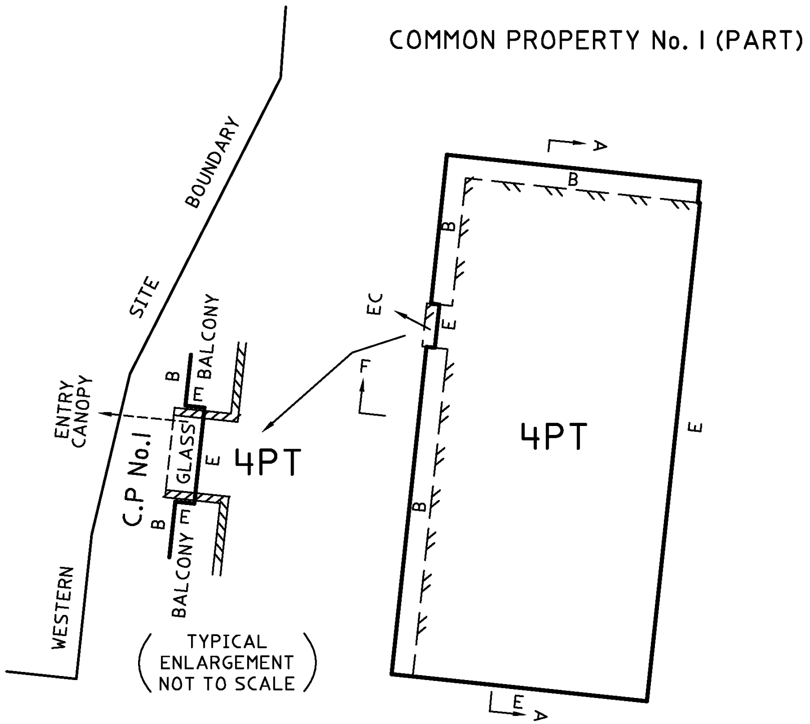
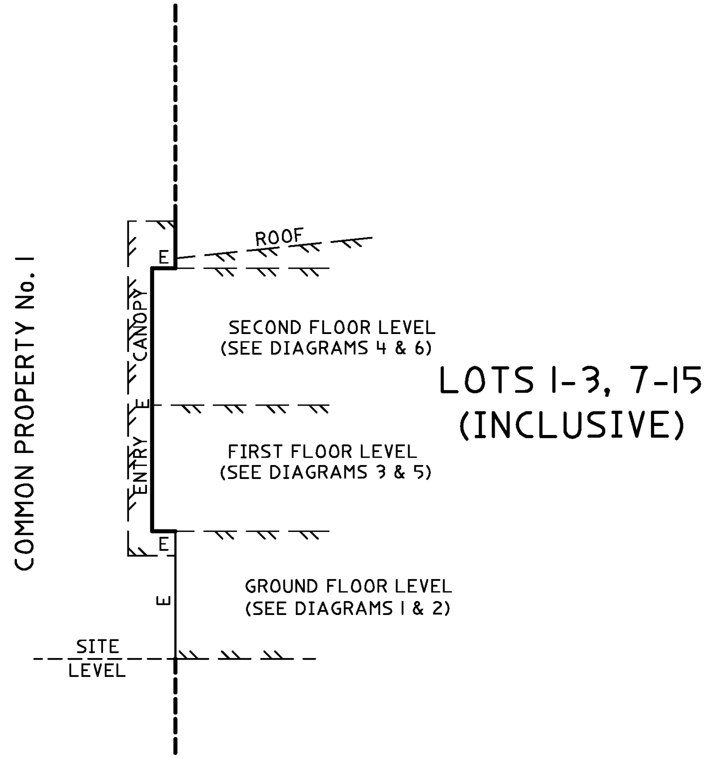


DIAGRAM 7

THIRD FLOOR LEVEL

F'



CROSS SECTION X-X'

(TYPICAL NOT TO SCALE)

SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	SHEET SIZE: A3	REF: 17666	V12	SHEET 10

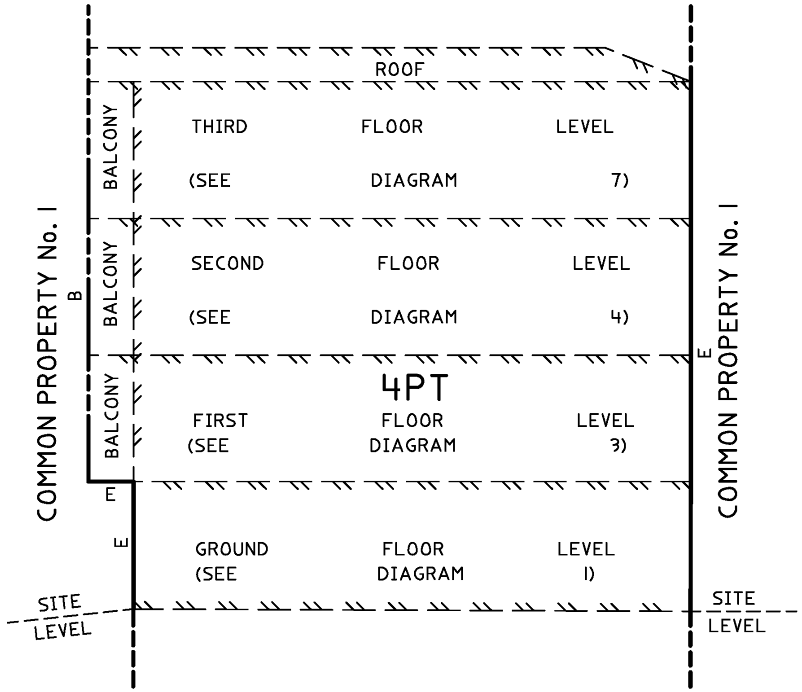
St. Quentin

Digitally signed by: PAUL TRELOAR, Licensed Surveyor, Surveyor's Plan Version (12), 24/04/2026, SPEAR Ref: S259085T

Digitally signed by: City of Greater Geelong, 29/05/2026, SPEAR Ref: S259085T

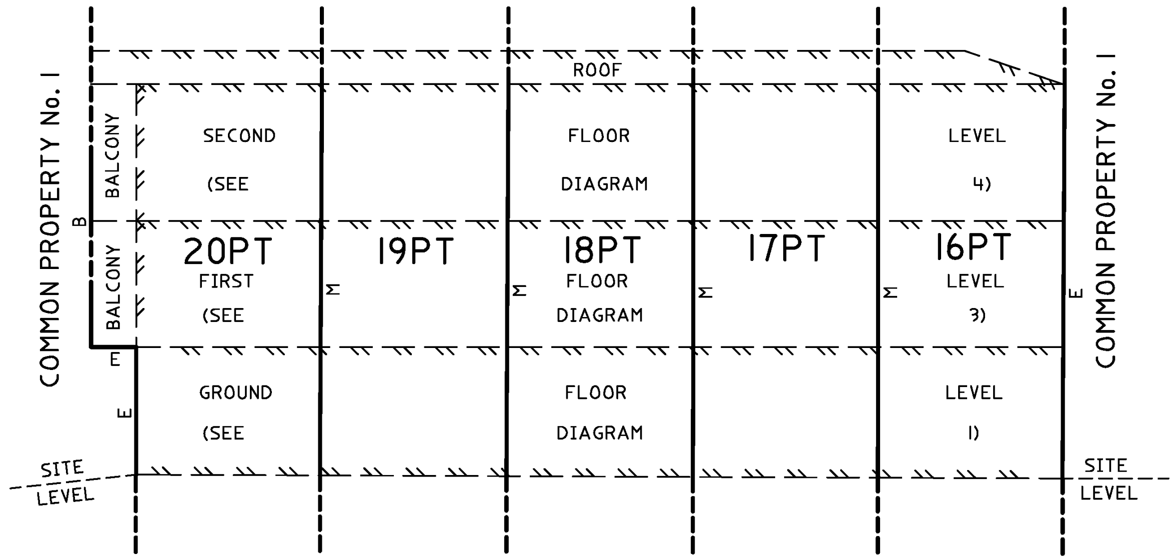
Amended by: MATTHEW MCGRATH, Licensed Surveyor 16/06/2026.

PS 911966A



CROSS SECTION A-A'

NOT TO SCALE



CROSS SECTION G-G'

NOT TO SCALE

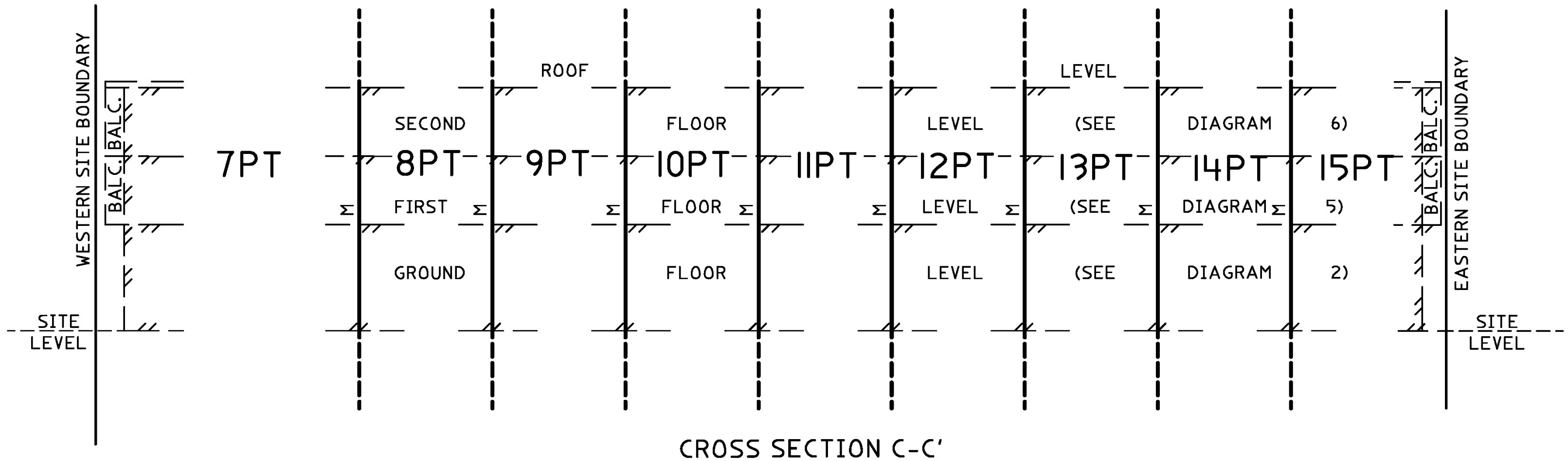
St. Quentin	SCALE -		SHEET SIZE: A3	REF: 17666	V12	SHEET 11

Digitally signed by: PAUL TRELOAR, Licensed Surveyor, Surveyor's Plan Version (12), 24/04/2026, SPEAR Ref: S259085T

Digitally signed by: City of Greater Geelong, 29/05/2026, SPEAR Ref: S259085T

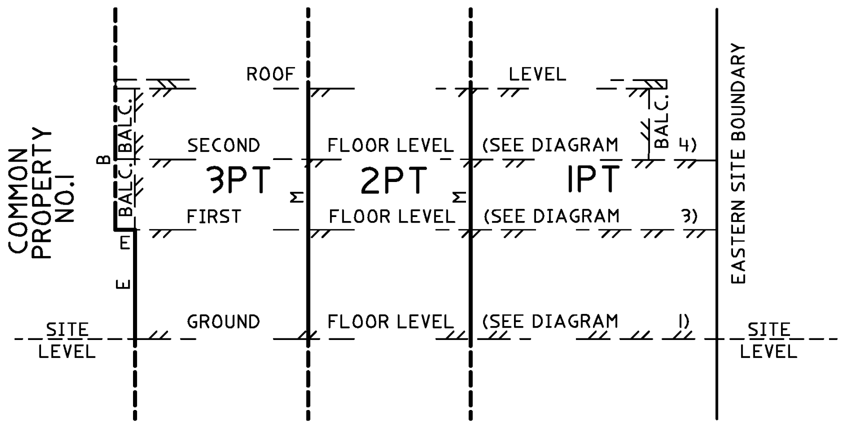
Amended by: MATTHEW MCGRATH, Licensed Surveyor 16/06/2026.

PS 911966A



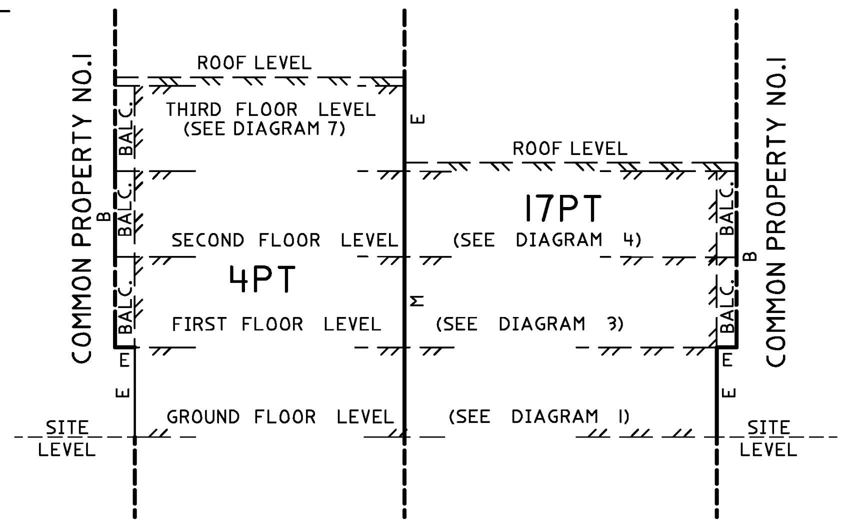
CROSS SECTION C-C'

(NOT TO SCALE)



CROSS SECTION D-D'

(NOT TO SCALE)



CROSS SECTION F-F'

(NOT TO SCALE)

St. Quentin

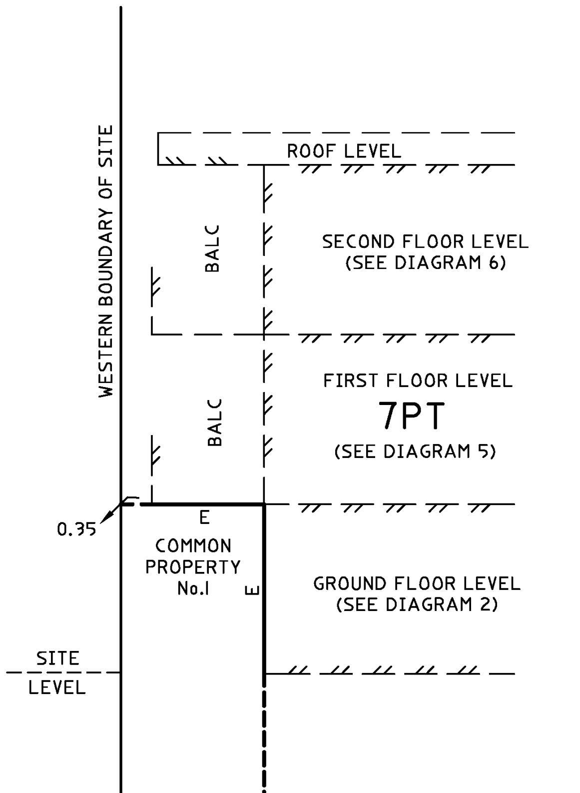
SCALE	SHEET SIZE: A3	REF: 17666	V12	SHEET 12
-				

Digitally signed by: PAUL TRELOAR, Licensed Surveyor, Surveyor's Plan Version (12), 24/04/2026, SPEAR Ref: S259085T

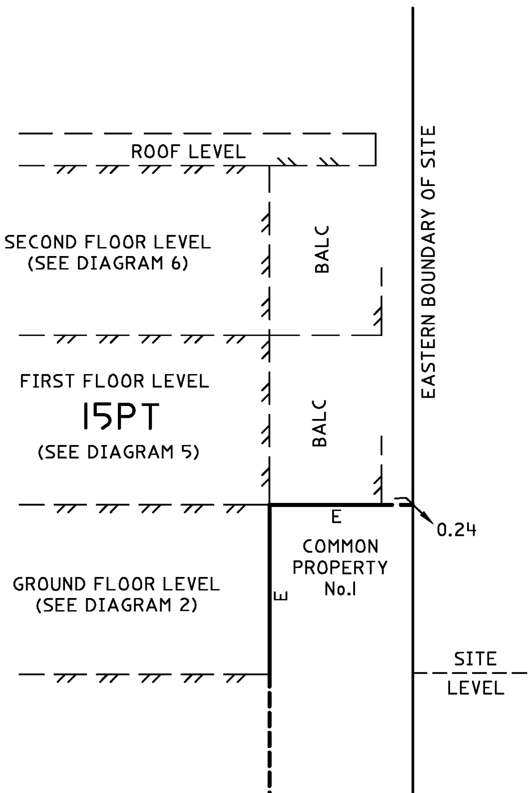
Digitally signed by: City of Greater Geelong, 29/05/2026, SPEAR Ref: S259085T

Amended by: MATTHEW MCGRATH, Licensed Surveyor 16/06/2026.

PS 911966A



CROSS SECTION H-H'
NOT TO SCALE



CROSS SECTION J-J'
NOT TO SCALE

St. Quentin	SCALE -	SHEET SIZE: A3	REF: 17666	V12	SHEET 13
	Digitally signed by: PAUL TRELOAR, Licensed Surveyor, Surveyor's Plan Version (12), 24/04/2026, SPEAR Ref: S259085T	Digitally signed by: City of Greater Geelong, 29/05/2026, SPEAR Ref: S259085T			

Amended by: MATTHEW MCGRATH, Licensed Surveyor 16/06/2026.

Department of Transport and Planning

Electronic Instrument Statement

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced 17/08/2026 12:10:30 PM

Status	Registered	Dealing Number	BA383179H
Date and Time Lodged	05/05/2026 05:02:55 PM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	22504720-7cmm

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

Privacy Collection Statement
The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or Interest
FEE SIMPLE

Land Title Reference
12439/650

Instrument and/or legislation
RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	GREATER GEELONG CITY COUNCIL
Address	
Street Number	137
To Street Number	149
Street Name	MERCER
Street Type	STREET
Locality	GEELONG
State	VIC
Postcode	3220

Department of Transport and Planning

Electronic Instrument Statement

Additional Details
Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution
1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	GREATER GEELONG CITY COUNCIL
Signer Name	CLARE MARGARET MCKENNA
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	LAW PRACTICE
Execution Date	05 MAY 2026

File Notes:
NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

Reference :22504720-7cmm
Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Imaged Document Cover Sheet

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

Document Type	**Instrument**
Document Identification	**BA383179H**
Number of Pages (excluding this cover sheet)	**13**
Document Assembled	**17/08/2026 12:10**

NORTON ROSE FULBRIGHT

Dated 29-Apr-2026 | 8:12 AM AEST 2026

Planning Agreement

Parties

City of Greater Geelong
ABN 18 374 210 672

Barwon Heights Pty Ltd
ACN 659 500 811

Norton Rose Fulbright
Olderfleet, Level 38, 477 Collins Street
Melbourne VIC 3000
Tel: +61 (0)3 8686 6000
nortonrosefulbright.com
Our ref: 4060542

Contents

This Agreement is dated 29-Apr-2026 | 8:12 AM AEST under section 173 of the *Planning and Environment Act 1987* (**Act**)

Parties:

City of Greater Geelong
of 137-149 Mercer Street, Geelong VIC 3220
(**Responsible Authority**)

Barwon Heights Pty Ltd ACN 659 500 811
of Level 3, 28 Kay Street, Traralgon VIC 3844
(**Owner**)

Introduction

A The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme under the provisions of the Act.

B The Owner is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the Land.

C The Land is subject to registered mortgage no. AZ018243K in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.

D On 7 August 2023, the Responsible Authority issued the Planning Permit. On 11 August 2023, the Responsible Authority amended the Planning Permit.

E This Agreement arises from the requirements of condition 35 of the Planning Permit.

F Condition 35 on the Planning Permit provides as follows:

Section 173 Agreement – Owner/Occupier Advice

35. Prior to the occupation of the buildings hereby approved, the owner must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority. The agreement must be in a form to the satisfaction of the Responsible Authority and the applicant must be responsible for the expenses of preparation and registration of the agreement including the Responsible Authority's reasonable costs and expenses (including legal expenses) incidental to the preparation and registration of the agreement. The agreement must contain covenants to be registered on the Title of the property so as to run with the land, and must provide for the following:

a) The owner of the building located at 45-47 Riversdale Road, Newtown acknowledges that the land as of the date of this agreement is zoned Industrial 1 pursuant to the City of Greater Geelong Planning Scheme maps and as such is located:

i) near an existing wool processing facility at 13 Bridge Street, Newtown and its operations may emit potentially unpleasant odours which could affect the amenity of the area; and

ii) within the recommended separation distance in Clause 53.10 of the Greater Geelong Planning Scheme and the EPA Publication No 1518 March 2013- Recommended Separation for Industrial Residential Air Emissions

b) The owner will advise all tenants of the existence of the agreement.

c) If the use of the wool processing facility at 13 Bridge Street, Newtown ceases for a continuous period of more than two years, or for two or more periods which together total two years in any period of three years, the Section 173 Agreement may be ended by agreement with the Responsible Authority and removed from the title(s) to the land.

G The parties enter into this Agreement pursuant to section 173 of the Act to meet the requirements referred to in Recital F and to achieve the objectives of planning in Victoria.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Agreement:

(1) **Act** means the *Planning and Environment Act 1987* (Vic);

(2) **Agreement** means this document and any agreement executed by the Parties varying or expressed to be supplemental to this document;

(3) **Business Day** means Monday to Fridge excluding public holidays in Victoria.

(4) **Current Address for Service**

(a) for the Responsible Authority means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the website of the Responsible Authority; and

(b) for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Responsible Authority for any purpose or purposes relating to the Land;

(5) **Current Email Address for Service**

(a) for the Responsible Authority means statplanning@geelongcity.vic.gov.au, or any other email address listed on the website of the Responsible Authority; and

(b) for the Owner means any email address provided by the Owner to the Responsible Authority for the express purpose of electronic communication regarding this Agreement;

(6) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended) from time to time;

(7) **Industrial 1 Zone** means the Industrial Zone – Schedule 1 under the Planning Scheme, or any equivalent successor zone to the Industrial Zone – Schedule 1.

(8) **Land** means the land described in Certificate of Title Volume 12439 Folio 650, more particularly described as Lot 2 on Plan of Subdivision 905976G and known as 45-47 Riversdale Road, Newtown VIC 3220 and any reference to the Land includes any lot created by the subdivision of the Land or any part of it;

(9) **Mortgagee** means Australia and New Zealand Banking Group Pty Ltd being the person registered or entitled to be registered as the Mortgagee of the Land or any part of it;

(10) **Office Building** means the office building permitted to be used and developed on the Land in accordance with the Planning Permit;

(11) **Owner** means the person registered or entitled to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession;

(12) **Owner's Obligations** means the covenants, promises, agreements, indemnities, undertakings and warranties given by the Owner under this Agreement including the specific obligations imposed under clause 3;

(13) **party or parties** means the parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Land;

(14) **Planning Permit** means the planning permit number PP-767-2022 allowing demolition of buildings, use and development of office buildings, multi lot subdivision, waiver of carparking, display of advertising signage, construction of fence, and removal of vegetation generally in accordance with the endorsed plans including any plans endorsed under it and as amended from time to time or any subsequent permit issued by the Responsible Authority;

(15) **Planning Scheme** means the Greater Geelong Planning Scheme and any successor instrument or other planning scheme which applies to the Land;**Recommended Separation Distance** means 200 metres, being the recommended separation distance between wool scouring activities and other land uses where there is potential for adverse human health or amenity impacts, as provided in clause 53.10 of the Planning Scheme and the Separation Distance Guideline;

(16) **Register** and **Registrar** have the same meaning as in the *Transfer of Land Act 1958* (Vic).

(17) **Responsible Authority** means City of Greater Geelong or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors and any subsequent person or body which is the responsible authority;

(18) **Separation Distance Guideline** means EPA Publication no. 1949 (dated 12 August 2024) titled 'Separate distance guideline' as amended from time to time;

(19) **Tribunal** means the Victorian Civil and Administrative Tribunal or its successor; and

(20) **Wool Processing Facility** means the wool scouring facility located at 13 Bridge Street, Newtown VIC 3220 operated by E.P Robinson Pty Ltd and generally known as Riversdale Mill.

1.2 **Interpretation**

In the interpretation of this Agreement unless consistent with the context or subject matter:

(1) Reference to:

(a) one gender includes the others;

(b) the singular includes the plural and the plural includes the singular;

(c) a person includes a firm, corporation, association, body corporate or other entity and their successors in law;

(d) a party includes the party's transferees, heirs, executors, liquidators, administrators, successors, permitted assigns and legal personal representatives as the case may be;

(e) a thing includes the whole and each part of it separately;

(f) a document or agreements includes reference to that document or agreement as changed, novated or replaced from time to time;

(g) a statute, regulation, code or other law or a provision of any of them includes:

(i) any amendment or replacement of it; and

(ii) any consolidation of it; and

(iii) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and

(h) dollars means Australian dollars unless otherwise stated.

(2) "Including" and similar expressions are not words of limitation.

(3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

(4) Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa;

(5) Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning;

(6) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.

(7) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.

(8) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

(9) This Agreement does not in any way limit the application of the Act.

1.3 **Parties**

(1) If a party consists of more than 1 person, this Agreement binds each of them separately and any 2 or more of them jointly.

(2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.

2 Obligations run with the Land

2.1 The obligations of the Owner under this Agreement take effect as separate and several covenants which are annexed to and run at law and equity with the Land. If the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3 Specific Obligations of the Owner

3.1 The Owner acknowledges and agrees with the Responsible Authority that:

(1) the Land as at the date of this Agreement is zoned Industrial 1 Zone and as such is located:

(a) in close proximity to the Wool Processing Facility which may, from time to time, emit potentially unpleasant odours which could affect the amenity of the Land; and

(b) within the Recommended Separation Distance from the Wool Processing Facility.

3.2 The Owner covenants and agrees with the Responsible Authority that it will advise all tenants of the Office Building of the existence of this Agreement, prior to each tenant commencing its occupation of the Office Building.

3.3 The parties agree that the Owner will satisfy the obligation in clause 3.2 if it sends a copy of this Agreement to each prospective tenant of the Office Building, prior to that tenant commencing its occupation of the Office Building.

4 Further Obligations of the Owner

4.1 **Notice and registration**

The Owner must bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

4.2 **Mortgagee to be bound**

The Owner must obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.3 **Registration of Agreement**

The Owner must do all things necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

4.4 **Responsible Authority's Costs to be paid**

The Owner agrees that:

(1) It will pay immediately on demand the reasonable costs and expenses of the Responsible Authority (including legal or other professional costs) of and incidental to the:

(a) review, negotiation, preparation, execution and registration of this Agreement;

(b) assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and

(c) determination of whether any of the Owner's obligations have been undertaken to the satisfaction of the Responsible Authority or to give consent to anything under this Agreement.

To the extent that such costs and expenses constitute legal professional costs, the Responsible Authority may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by the Responsible Authority and the Owner. Such costs payable by the Owner will include the costs and disbursements associated with the recording, cancellation or alteration of this Agreement in the Register.

4.5 **Interest on overdue moneys**

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 120 of the *Local Government Act 2020 (Vic)* and any payment made shall be first directed to payment of interest and then the principal amount owing.

4.6 **Costs on default**

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Responsible Authority its reasonable costs of action taken to achieve compliance with this Agreement.

4.7 **Indemnity**

The Owner agrees to indemnify and keep indemnified the Responsible Authority from and against all costs, expenses, losses or damages that they may sustain, incur, suffer or be liable for in respect of any judgment or order made against the Owner and which are referrable to a breach of or non-compliance by the Owner with this Agreement, but excluding any costs, expenses, losses or damages caused by the negligence or reckless act of the Responsible Authority or the Council.

5 Further assurance

Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

6 Agreement under section 173 of the Act

The parties acknowledge and agree that this Agreement is made under section 173 of the Act.

7 Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that:

7.1 It is the registered proprietor (or entitled to be so) of the Land;

7.2 Save as shown in the certificate of title to the Land and not disclosed by the usual searches, no other person has any interest, either legal or equitable, in the Land;

7.3 Neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic);

7.4 It will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;

8 Planning objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme.

9 Successors in title

Without limiting the operation or effect which this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Land, successors in title must be required to:

(1) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

(2) execute a deed agreeing to be bound by the terms of this Agreement.

10 General Matters

10.1 Service of Notice

A notice or other communication required or permitted to be served by a party on another party must be in writing and in addition to any other method of service provided by law, and may be sent by an agent of the party sending the notice, may be served:

(1) by delivering it personally on that party; or

(2) by sending it by pre paid post, addressed to that party at their Current Address for Service set out in this Agreement or subsequently notified to each party; or

(3) by sending it by email, addressed to that party's Current Email Address for Service

.

10.2 Time of Service

A notice or other communication is deemed served:

(1) when delivered personally by hand;

(2) if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;

(3) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day;

(4) if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic).

10.3 No Waiver

Any time or other indulgence granted by the Responsible Authority to the Owner or any variation of the terms and conditions of this Agreement or any judgement or order obtained by the Responsible Authority against the Owner do not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority in relation to the terms of this Agreement.

10.4 Jurisdiction

(1) The law of Victoria governs this Agreement.

(2) The parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

10.5 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed from all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms..

10.6 **Agreement Binding on Successors of Owners**

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

10.7 **Disputes**

(1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.

(2) If there is a dispute concerning any matter which is not referrable to the Tribunal under the Act, that dispute may be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chair of the Resolution Institute or his/her nominee, for arbitration.

10.8 **Joint Obligations**

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

10.9 **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

10.10 **No Fettering of Responsible Authority's powers**

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

11 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement or if it bears no date, on the date it is recorded in the Register..

12 Ending of Agreement

12.1 This Agreement will end pursuant to section 177(1) of the Act when:

the use of the Wool Processing Facility has ceased to the satisfaction of the Responsible Authority:

(1) for a continuous period of more than two years; or

(2) for two or more periods which together total two years in any period of three years.

12.2 Once this Agreement ends in respect of the whole or part of the Land, the Responsible Authority will, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register.

13 Counterparts

This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

(1) must be treated as an original counterpart;

(2) is sufficient evidence of the execution of the original; and

(3) may be produced in evidence for all purposes in place of the original.

The parties acknowledge and agree that this Agreement may be executed electronically in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* (Vic).

Executed by the parties as a deed and delivered on the date shown on the first page.

SIGNED SEALED AND DELIVERED on behalf of the **GREATER GEELONG CITY COUNCIL** by Joanne Van Slageren, Manager City Development, pursuant to an instrument of delegation authorised by Council resolution, in the presence of:

DocuSigned by:
John Rush
551375514C9F4C3...
Witness

DocuSigned by:
Joanne Van Slageren
373AC6E77B7F4ED...
Joanne Van Slageren

Executed by **Barwon Heights Pty Ltd ACN 659 500 811** in accordance with section 127 of the ***Corporations Act 2001:***

Signed by:
Phillip Bruce Petch
DF0E06CCE43E48D...
Director/company secretary

Signed by:
C7CFF484DA9C46C...
Director

Name of director/company secretary
PHILLIP BRUCE PETCH

Name of director
ACHALEN DORIC HOLMES

Mortgagee's consent

Australia and New Zealand Banking Group Pty Ltd as Mortgagee of registered Mortgage No. AZ018243K consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.

DATED:

Executed by Mortgagee:

SIGNED, SEALED AND DELIVERED for **AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED** by its attorney under power of attorney in accordance with section 126(1) of the *Corporations Act 2001* (Cth):	DocuSigned by: Peter Grotjan 75AED122A94140C... .... Signature of attorney
2nd August 2019 .... Date of power of attorney	PETER GROTJAN .... Name of attorney (block letters)
.... Registration number of power of attorney (if applicable)	PARTNER, GADENS LAWYERS .... Title of attorney
	By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

Department of Transport and Planning

Owners Corporation Search Report

Produced: 17/08/2026 12:10:29 PM

OWNERS CORPORATION 1
PLAN NO. PS911966A

The land in PS911966A is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 4, 7 - 21.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
45-47 RIVERSDALE ROAD NEWTOWN VIC 3220

PS911966A 16/06/2026

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
PS911966A 16/06/2026

Notations:
Nil

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	4	4
Lot 2	3	3
Lot 3	3	3
Lot 4	16	16
Lot 7	8	8
Lot 8	5	5

Department of Transport and Planning

Owners Corporation Search Report

Produced: 17/08/2026 12:10:29 PM

OWNERS CORPORATION 1
PLAN NO. PS911966A

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 9	4	4
Lot 10	4	4
Lot 11	5	5
Lot 12	4	4
Lot 13	4	4
Lot 14	4	4
Lot 15	7	7
Lot 16	6	6
Lot 17	5	5
Lot 18	5	5
Lot 19	6	6
Lot 20	6	6
Lot 21	1	1
Total	**100.00**	**100.00**

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

PO Box 177
South Melbourne VIC 3205
T: (03) 9690 3488
E: info@dixonkestles.com.au **W:** www.dixonkestles.com.au

OWNERS CORPORATION
OC CERTIFICATE

Manager:	Rochelle Czapracki
Date:	18/08/2026
OC Plan:	PS911966A
ABN:	80995004115

Lot 8 Barwon Business Park
8 / 45-47 Riversdale Road
NEWTOWN VIC 3220

Dear Sir / Madam,

Please find attached the Owners Corporation Certificates along with a copy of the Rules and the latest AGM Minutes.

Please note that the certificate and its details are only accurate as of the date of this notice.

If you have any enquires please contact the OC Manager.

Kind Regards,
DIXON KESTLES PTY LTD

Rochelle Czapracki
Owners Corporation Manager

Dixon Kestles
PO Box 177
South Melbourne VIC 3205
T: (03) 9690 3488
E: info@dixonkestles.com.au **W:** www.dixonkestles.com.au

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006 Section 151
Owners Corporation Regulations 2018 and Owners Corporation Rules

Applicant:	InfoTrack on behalf of Strategy Property Law
Date:	18/08/2026
OC Plan:	PS911966A
Issued For:	Lot 8
Reference #	2318

Barwon Business Park
8 / 45-47 Riversdale Road
NEWTOWN

OWNERS CORPORATION CERTIFICATE
Owners Corporation Plan No. PS911966A

IMPORTANT: The information in this certificate is issued on: **18/08/2026**. You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

1. The current fees for the lot are:

Due Date	Fees
01/06/2026	$1,449.95
01/09/2026	$1,449.95
01/12/2026	$1,449.95
01/03/2027	$1,449.95

2. The date which the fees for the lot have been paid up to is:

31/08/2026

3. The total of any unpaid fees or charges for the lot is:

$0.00 plus penalty interest of $0.00.

4. The special fees or levies which have been struck, and the dates on which they were struck and are payable are:

Nil

5. Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above:

Nil

6. The owners corporation has the following insurance cover:

Broker:	Niko Insurance Group
Insurer:	CHU Underwriting Agencies Pty Ltd
Policy #:	CS0006173428
Policy Type:	Residential Strata
Building:	$17,000,000.00
Public Liability:	$30,000,000.00
Expiry Date:	17/06/2027

7. Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, provide the date of that resolution:

No

8. The total funds held by the owners corporation:

Administration Fund:	$19,408.45
Maintenance Fund:	$0.00
Total Cash at Bank:	$19,408.45

*These figures are as at 18/08/2026

9. Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details:

Nil

10. Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details:

Please see attached Contracts Register and Exclusive Use Allocations.

11. Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details:

Nil

12. Are there any notices or orders served on the owners corporation that have not been satisfied? If so, provide details:

Nil

13. Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details:

From time to time the owners corporation will be involved in various debt recovery actions with lot owners who are in arrears.

14. Has the owners corporation appointed or resolved to appoint a manager? If so, provide details:

Dixon Kestles Pty Ltd
PO Box 177
South Melbourne Vic 3205

15. Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No

16. Documents required to be attached to the owners corporation certificate are:

- Statement of Advice and Information for prospective purchasers and lot owners
- Copy of Model Rules
- Minutes of the last General Meeting
- Certificate of Currency

17. Note:

More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the Owners Corporation Register in writing

Dixon Kestles Pty Ltd
PO Box 177
South Melbourne Vic 3205

This owners corporation certificate was prepared by
Dixon Kestles Pty Ltd - ABN: 98 612 208 714

Should you have any further enquiries in relation to this certificate or if you need an update, please contact Dixon Kestles Support via support@dixonkestles.com.au. Verbal updates will not be provided via phone for current status of levy payments.

OWNERS CORPORATIONS REGULATIONS (2018)
SCHEDULE 3

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

The lot you are considering buying is part of an owners corporation.
Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manger, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

Contracts Register
PS911966A Barwon Business Park 45-47 Riversdale Road

Contractor Name and Address:	DIXON KESTLES PTY LTD L7, 80 Dorcas Street SOUTHBANK VIC 3006	**Details of Duties:**	OC Management		
		Delegated Powers:			
		Basis of Renumeration:			
		Commencement Date:	23/06/2026	**Termination Date:**	22/06/2029
		Terms:		**Options:**	
		Copy of Agreement on File?	Y	**Workers Comp No:**	

Dixon Kestles
Level 7, 80 Dorcas Street SOUTHBANK VIC 3006 ABN: 98 612 208 714
Ph: 03 9690 3488 Email: info@dixonkestles.com.au

Exclusive Use Allocations
PS911966A Barwon Business Park 45-47 Riversdale Road

Lot No	Resolution Date	Description	By Law

Nil

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

Sch. 2 rule 1.4 inserted by S.R. No. 147/2021 reg. 14.

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Sch. 2 rule 1.5 inserted by S.R. No. 147/2021 reg. 14.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

3 Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

Sch. 2 rule 4.1(7) inserted by S.R. No. 147/2021 reg. 15(1).

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds. **Sch. 2 rule 5.2(3) inserted by S.R. No. 147/2021 reg. 15(2).**

Sch. 2 rule 5.2(4) inserted by S.R. No. 147/2021 reg. 15(2).

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

Sch. 2 rule 5.2(5) inserted by S.R. No. 147/2021 reg. 15(2).

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

Sch. 2 rule 7(5) amended by S.R. No. 147/2021 reg. 15(3).

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

Sch. 2 rule 7(5A) inserted by S.R. No. 147/2021 reg. 15(4).

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

Sch. 2 rule 7(6A) inserted by S.R. No. 147/2021 reg. 15(5).

Sch. 2 rule 7(6B) inserted by S.R. No. 147/2021 reg. 15(5).

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

OWNERS CORPORATION PLAN NO.PS911966A

Barwon Business Park

45-47 Riversdale Road, NEWTOWN

MINUTES OF FIRST MEETING OF THE OWNERS CORPORATION

DATE	23rd June 2026
TIME	01:30 PM (Melbourne time)
HELD	Barwon Business Park 45-47 Riversdale Rd Newtown VIC 3220

Nil

AGENDA

1. REGISTRATION AND QUORUM DETERMINATION

a. Lot Owners

Phil Petch - Proxy for Lots 1-4 & 7-14

Achelan Holmes - Proxy for Lots 15-21

Please note a proxy was also received in favour of Rick Henery from Lot 14 for committee representation.

Others in Attendance

Andrew Yates - Dixon Kestles

It was noted that as all lots were represented a quorum for the meeting was achieved. Decisions made at the meeting are resolutions of the owners corporation.

2. ELECTION OF MEETING CHAIRPERSON

It was **RESOLVED** that the owners corporation appoint Andrew Yates from Dixon Kestles to the position of Chairperson of the meeting.

3. ELECTION OF COMMITTEE

It was **RESOLVED** that the following 3 members be elected to the committee and grievance committee of the owners corporation.

- Phil Petch
- Achelan Holmes
- Rick Henery

4. ELECTION OF OC CHAIRPERSON

It was **RESOLVED** that the owners corporation appoint Phil Petch to the position of Chairperson of the owners corporation.

5. ELECTION OF OC SECRETARY

It was **RESOLVED** that the owners corporation appoint Dixon Kestles to the position of Secretary of the owners corporation.

6. APPOINTMENT OF OC MANAGER

It was **RESOLVED** that the owners corporation appoint Dixon Kestles to the position of Manager of the Owners Corporation for a term of 3 years and execute the contract of appointment tabled at the meeting.

7. TFN & ABN & GST

It was **RESOLVED** that the owners corporation instruct Dixon Kestles to obtain a TFN and ABN for the owners corporation and to register for GST.

8. BANK ACCOUNT

It was **RESOLVED** that the owners corporation instruct Dixon Kestles to open a bank account in the name of the owners corporation.

9. LAND VICTORIA

It was **RESOLVED** that the owners corporation notify Land Victoria of the change of address for serving of notices and contact details.

10. OC PLAQUE

It was **RESOLVED** that the owners corporation authorises the production and installation of a plaque on the property.

11. INSURANCE

It was noted that the The owners corporation was provided a copy of the Certificate of Currency in relation to its current insurance policy with the following items in relation to insurance also noted:

a. That if an excess is applied to any claim made on an insurance policy held by the Owners Corporation the excess will be payable by the party causing damage.
b. It is highly recommended that all owners and tenants should obtain their own advice in relation to insurance and hold appropriate contents insurance policies whether occupying the lot or having it leased out with cover including personal liability coverage for injuries sustained within the lot, the car space or other areas which are not common property.

c. Product Disclosure Statement (PDS) and Financial Services Guide (FSG) is available from the Dixon Kestles office upon request.
d. A valuation must be obtained every 5 years or earlier as determined by the owners corporation. Please note the current valuation is obtained from advice from the original developer.
e. That in the absence of any instruction from the owners corporation in relation to the renewal of the owners corporations insurance policy, Dixon Kestles would place the policy with the insurer recommended by the insurance broker and the absence of an insurance broker continue the policy with the incumbent insurer.

12. FINANCIAL YEAR

It was **RESOLVED** that the owners corporation financial year be set from 1 June to 31 May for each subsequent period.

13. PROPOSED BUDGET AND FEES

It was **RESOLVED** that the owners corporation budgets for the period 16/06/26 to 31/05/27 be approved and determined as follows

Administration Fund: $115,995 inc GST

and further that each lot will be levied in accordance with lot liability with fees due in quarterly instalments on the following dates

- 16/06/26
- 01/09/26
- 01/12/26
- 01/03/27

and further that fees will also be levied at the same rate for the next financial period until resolved otherwise at a meeting of the owners corporation.

14. PENALTY INTEREST AND COSTS

It was **RESOLVED** that the owners corporation will:

a. Charge penalty interest at the maximum rate on overdue fees, and the costs incurred by the owners corporation in recovering fees and levies due will be fully recoverable from the indebted lot owner; and
b. Approve the engagement of the services of a debt collection agency and/or legal firm for the purpose of collecting overdue fees, that any owner in default will be liable for all and any costs associated with collection of monies due, which includes but is not limited to interest, administration fees, debt collection costs and legal costs; and
c. File with a court of competent jurisdiction which may include but not be limited to the Victorian Civil Administrative Tribunal, the Magistrates Court of Victoria or the County Court of Victoria, any owner who has been served a final fee notice in accordance with section 30 of the Owners Corporations Act (2006)
d. Hold any owner (including their occupiers and guests) responsible for incurring any costs to the owners corporation as a result of default or breach of either the Owners Corporations Act (2006) or Owners Corporations Regulations (2018) or rules of the owners corporation will be held liable and responsible for paying those costs incurred.
e. Delegate the authority to Dixon Kestles to waive any penalty interest that it deems appropriate.

15. COMMON SEAL

It was **RESOLVED** that the owners corporation determine that no common seal is required.

16. OC RULES

It was **RESOLVED** that the owner corporation will adopt the model rules.

17. DOCUMENTATION

It was noted that the initial will provide the owners corporation with all documentation required under section 67 of the Owners Corporations Act.

18. SECTION 12 SERVICES

It was **RESOLVED** by Special Resolution that the owners corporation will provide a service, in accordance with section 12 of the Owners Corporations Act, for the following services:

- Waste Management

It is further **RESOLVED** that the owners corporation could on charge these services should it choose to do so.

19. AGREEMENTS

It was **RESOLVED** by Special Resolution that the owners corporation enter into the following agreements, in accordance with section 14 of the Owners Corporations Act:

- 99 year Licence between Owners Corporation 1 Plan No.PS911966A and Lot 21 for the purpose of access from the walkway entrance through to common property.

- 99 year Licence between Owners Corporation 1 Plan No.PS911966A and Lots 1 and 16 for the purpose of access for the Owners Corporation to get access to the roof.3

20. CLOSE MEETING

There being no further business the meeting was closed at 2:27pm

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Commercial Strata Insurance Plan

Policy No	**CS**0006173428
Policy Wording	CHU COMMERCIAL STRATA INSURANCE PLAN
Period of Insurance	17/06/2026 to 17/06/2027 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 911966
Situation	45-47 RIVERSDALE ROAD NEWTOWN VIC 3220

Policies Selected

Policy 1 – Insured Property
Building: $17,000,000
Common Area Contents: $0
Loss of Rent & Temporary Accommodation (total payable): $2,550,000

Policy 2 – Liability to Others
Sum Insured: $30,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $100,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $1,000,000

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Sum Insured: $2,550,000
Extended Cover - Loss of Rent & Temporary Accommodation: $382,500
Escalation in Cost of Temporary Accommodation: $127,500
Cost of Removal, Storage and Evacuation: $127,500

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000

Legal Defence Expenses: $50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

Flood Cover is excluded.

Date Printed	16/06/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM569-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 14 September 2026 05:11 PM

PROPERTY DETAILS

Address:	**8/45 RIVERSDALE ROAD NEWTOWN (GEELONG) 3220**	
Lot and Plan Number:	**Lot 8 PS911966**	
Standard Parcel Identifier (SPI):	**8\PS911966**	
Local Government Area (Council):	**GREATER GEELONG**	www.geelongaustralia.com.au
Council Property Number:	**437882**	
Planning Scheme:	**Greater Geelong**	Planning Scheme - Greater Geelong
Directory Reference:	**Melway 451 G8**	

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:	**GEELONG**

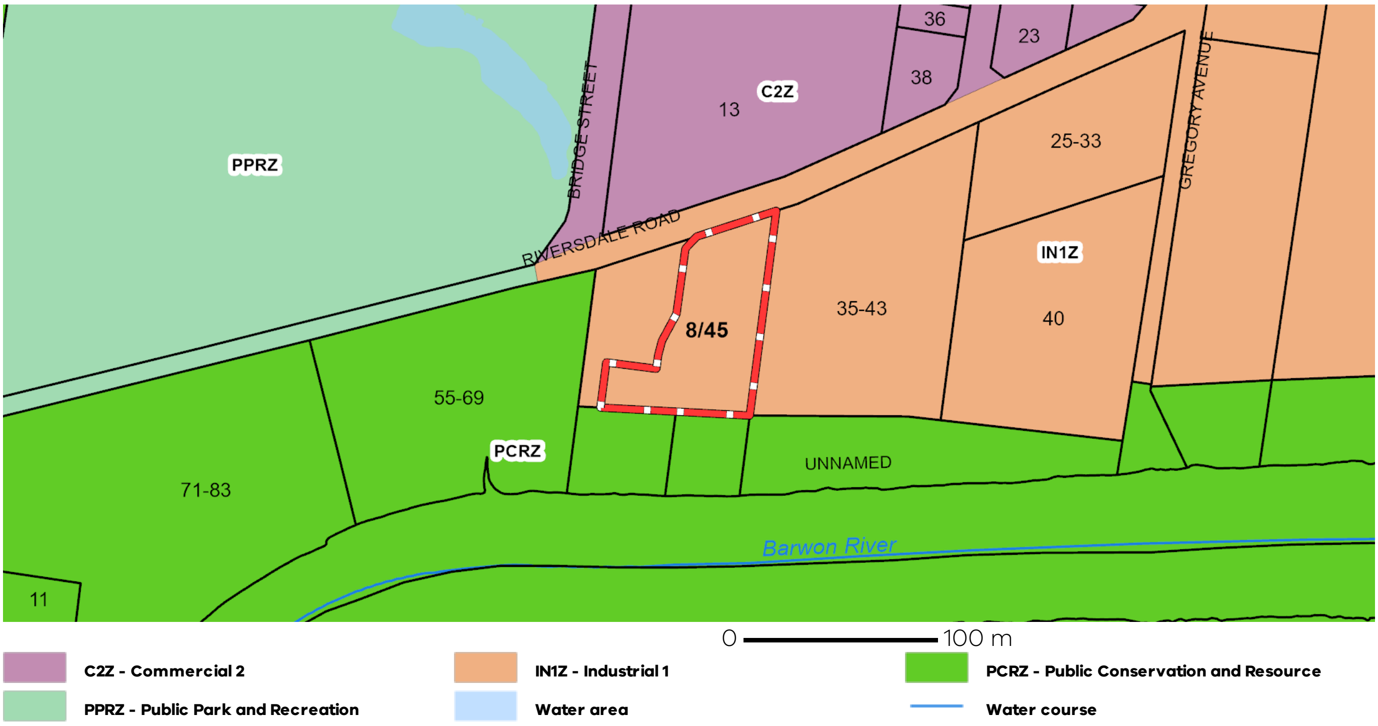
OTHER

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

View location in VicPlan

Planning Zones

INDUSTRIAL 1 ZONE (IN1Z)
SCHEDULE TO THE INDUSTRIAL 1 ZONE (IN1Z)



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

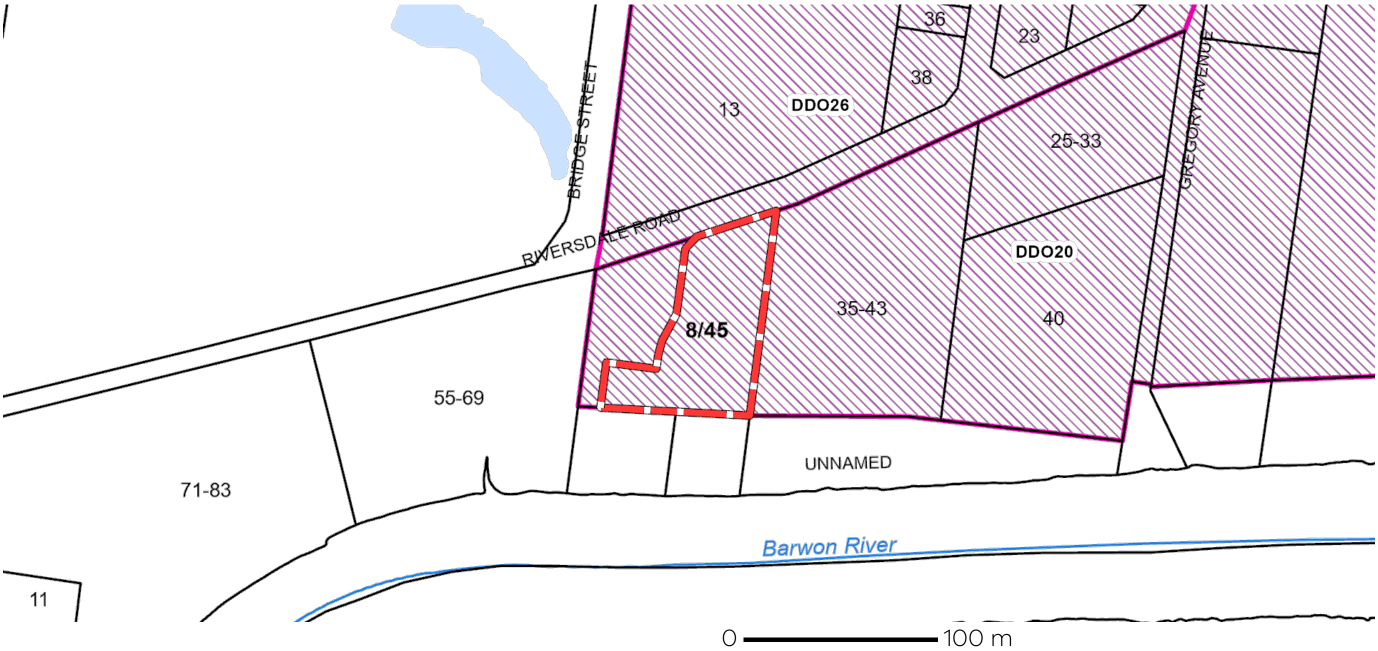
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Department of Transport and Planning

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 20 (DDO20)

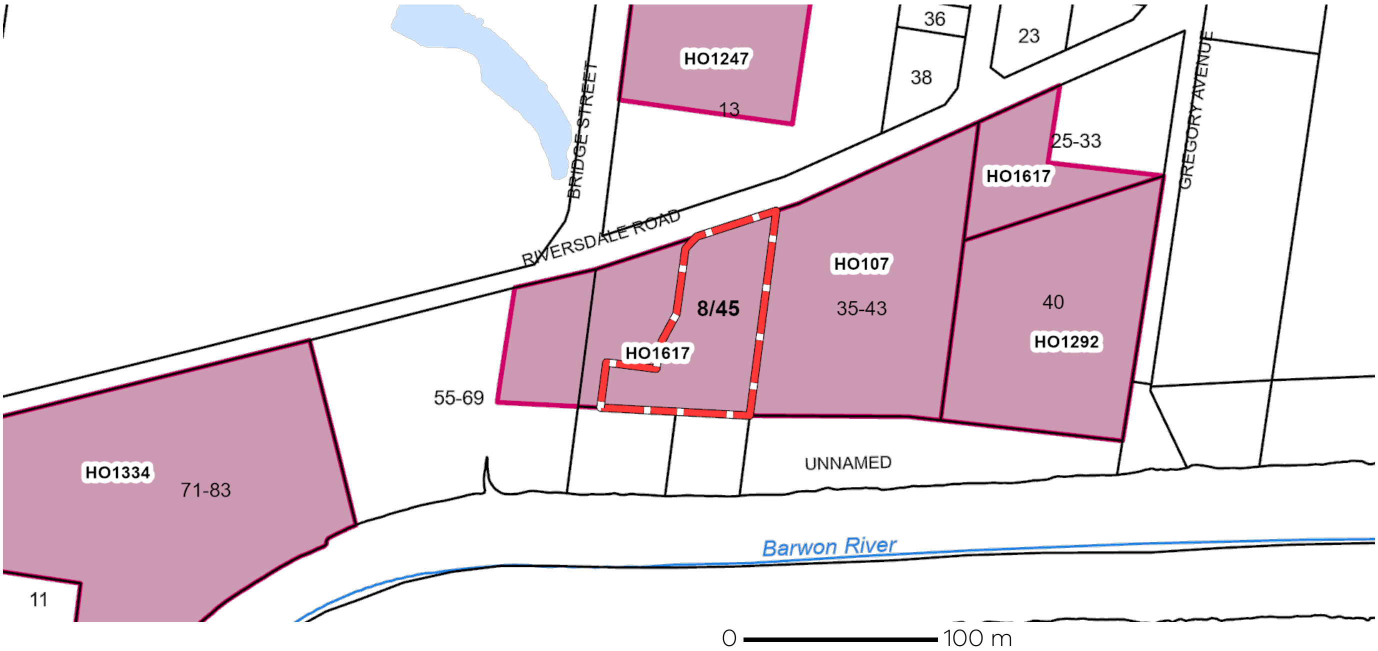


DDO - Design and Development Overlay | Water area | Water course

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

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY - SCHEDULE (HO1617)

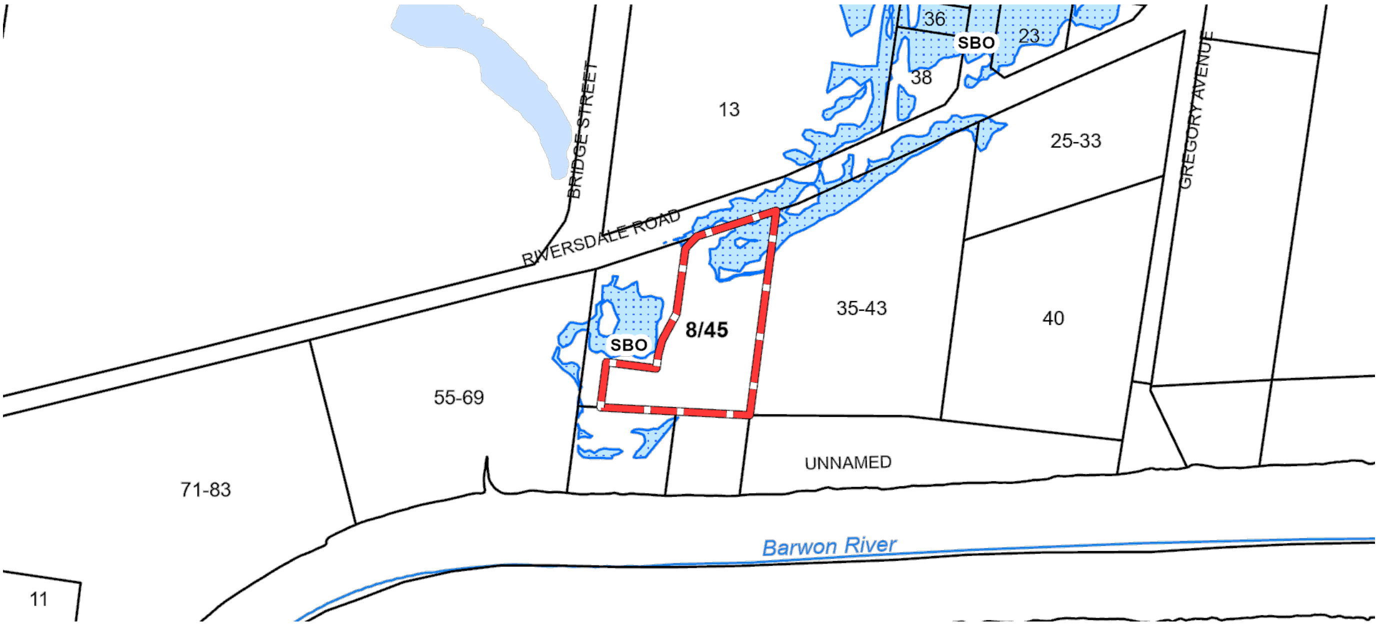


HO - Heritage Overlay | Water area | Water course

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

Planning Overlays

SPECIAL BUILDING OVERLAY (SBO)
SPECIAL BUILDING OVERLAY SCHEDULE (SBO)



0 ——— 100 m

SBO - Special Building Overlay | Water area | Water course

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 2 (SLO2)
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 16 (SLO16)

0 ——— 100 m

SLO - Significant Landscape Overlay | Water area | Water course

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

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).

Department of Transport and Planning

Planning Overlays

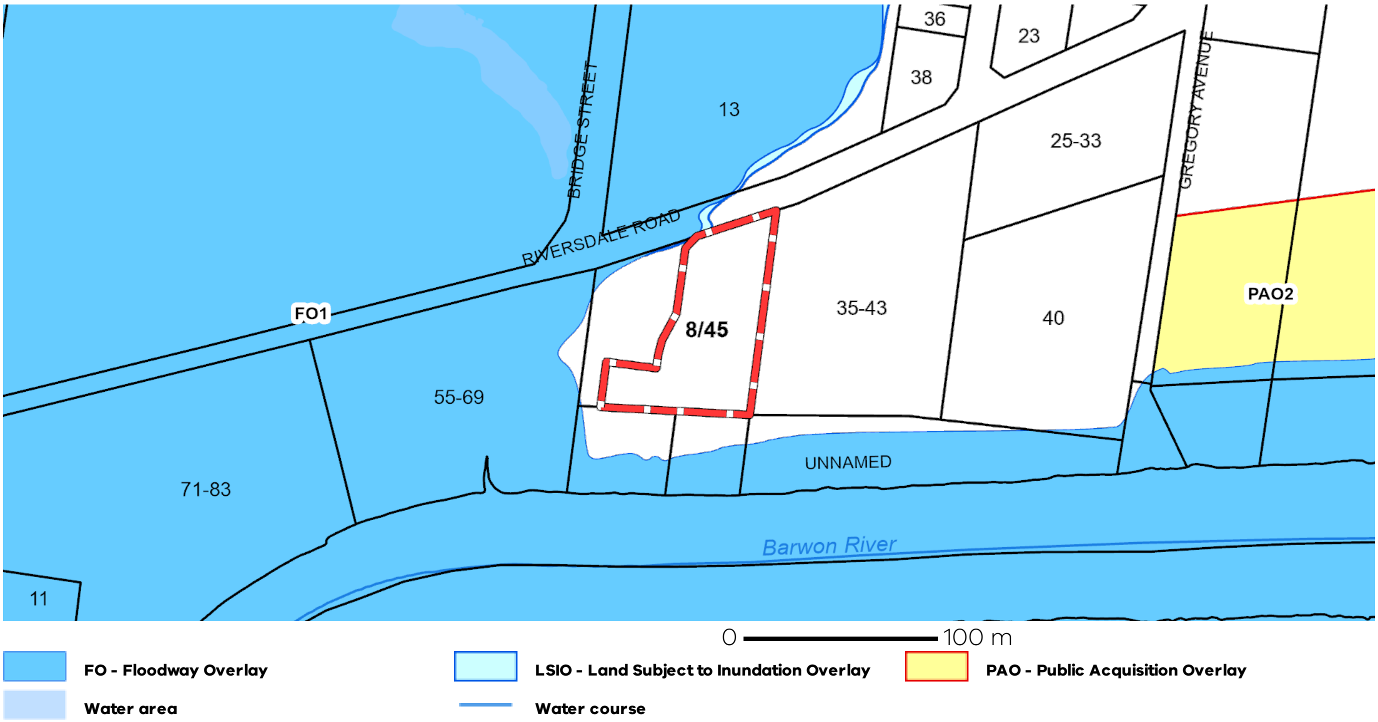
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

FLOODWAY OVERLAY (FO)

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

PUBLIC ACQUISITION OVERLAY (PAO)



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

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).

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

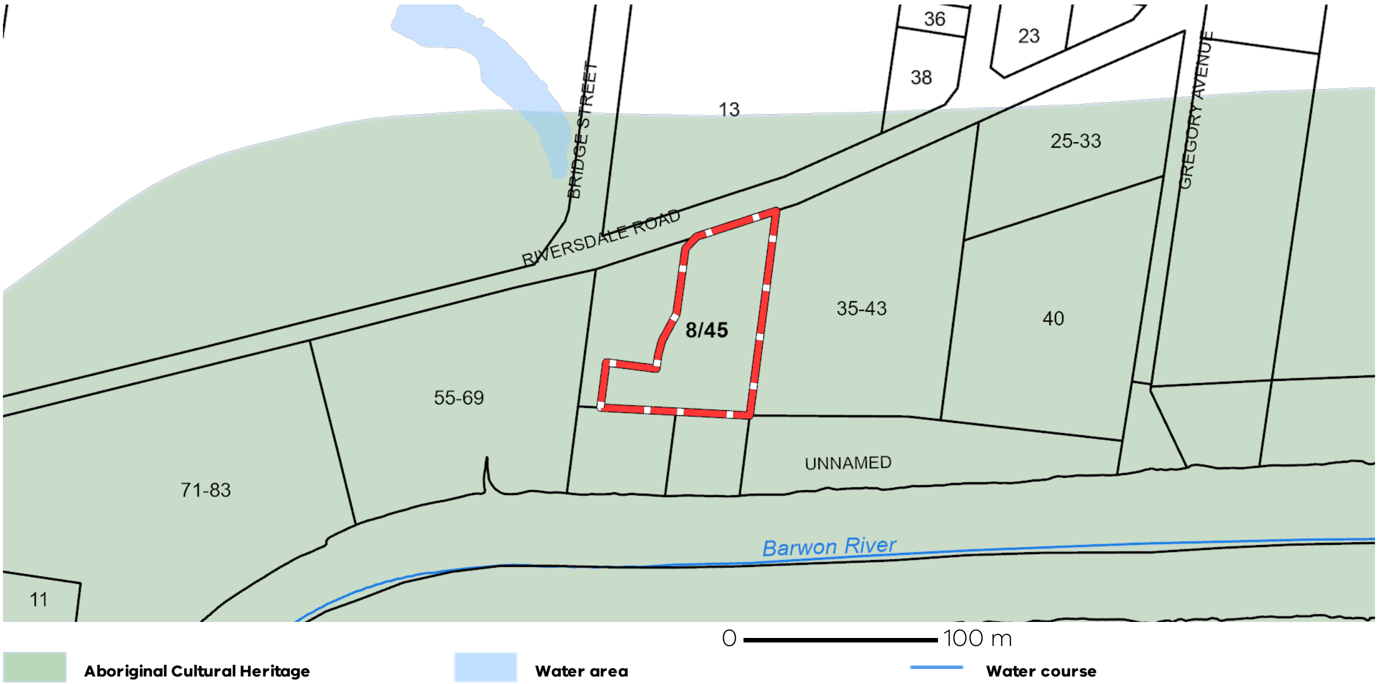
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



Further Planning Information

Planning scheme data last updated on 17 September 2026.

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

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

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

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

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

PLANNING PROPERTY REPORT

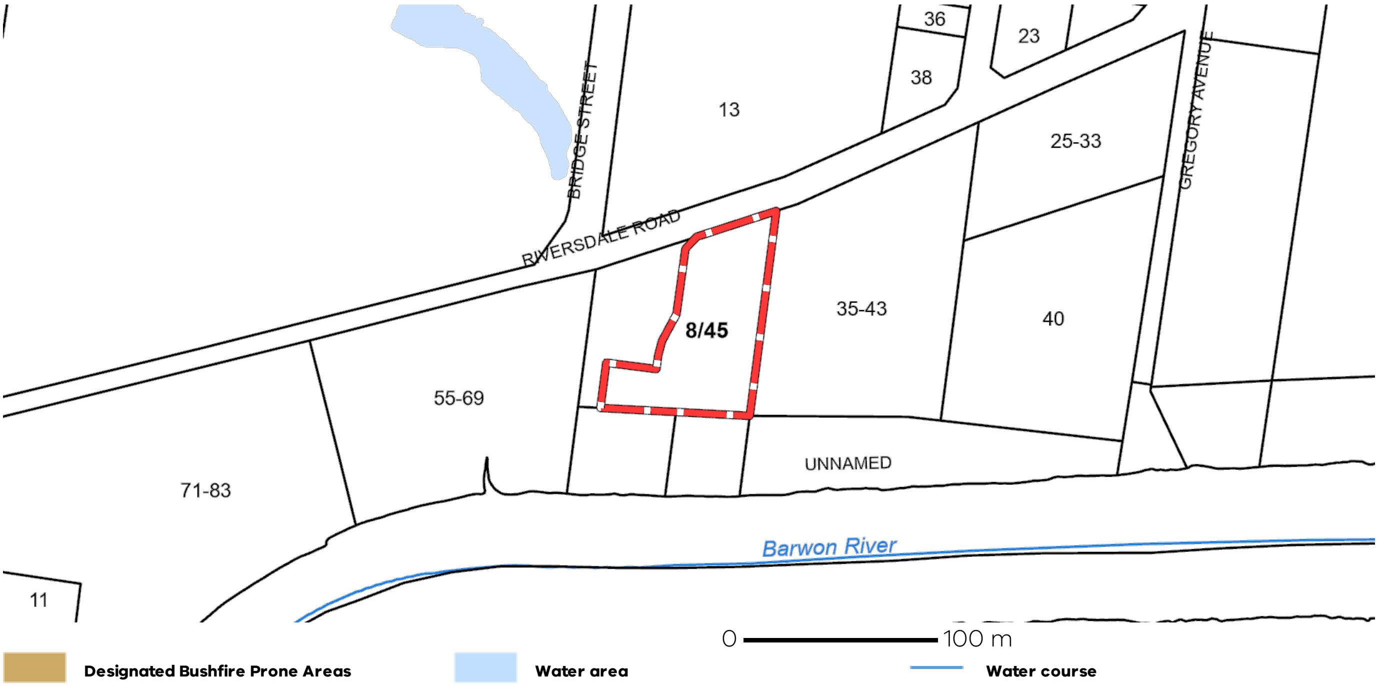
VICTORIA State Government | Department of Transport and Planning

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1282385

APPLICANT'S NAME & ADDRESS

STRATEGY PROPERTY LAW C/- LANDATA

DOCKLANDS

VENDOR

LINDEMAN, PETER HAY

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

357987

This certificate is issued for:

LOT CM1 PLAN PS911966, LOT 8 PLAN PS911966 ALSO KNOWN AS 8/45 RIVERSDALE ROAD NEWTOWN (GEELONG)
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	INDUSTRIAL 1 ZONE
- is within a	HERITAGE OVERLAY (HO1617)
and a	DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 20
and a	SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 2
and a	SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 16
and a	SPECIAL BUILDING OVERLAY

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/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/

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

17 August 2026

Sonya Kilkenny
Minister for Planning

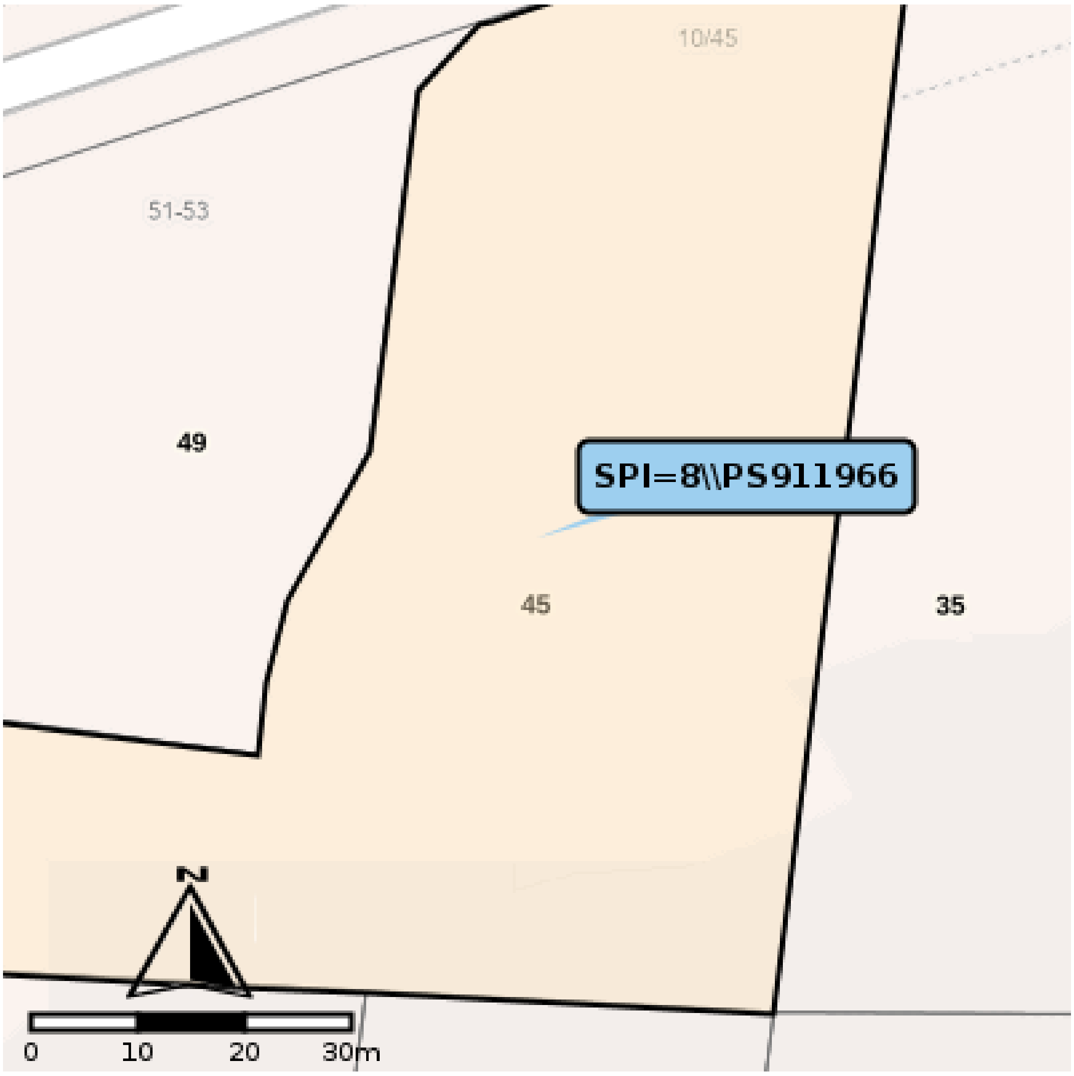
VICTORIA State Government

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.

VICTORIA State Government

LOTSEARCH REFERENCE
LS153608 ER

REPORT DATE
17 Aug 2026 12:14:14

CLIENT ID
204381146

ADDRESS
8/45 Riversdale Road, Newtown (Geelong), VIC 3220

COUNCIL
Greater Geelong City

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOT/PLAN
Lot 8, PS911966

Environmental Risk - Contaminated Land Search

Disclaimer:
The purpose of this report is to provide a summary of some of the publicly available environmental risk information, based on the site boundary shown on the maps within this report. The report does not constitute an exhaustive set of all repositories or sources of information available.
You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.
You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.
The report is not a substitute for an on-site inspection or review of other available reports and records.
The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features.
You should obtain independent advice before you make any decision based on the information within the report.
A link to the detailed terms applicable to the use of this report is available at the end of this report.

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS153608 ER

REPORT DATE
17 Aug 2026 12:14:14

ADDRESS
8/45 Riversdale Road, Newtown (Geelong), VIC 3220

Environmental Risk - Contaminated Land Search

- This report provides information sourced from registers held by state environmental regulators and certain federal government agencies.
- Land contamination can contain substances that harm human health and the environment and these may migrate across property boundaries.
- Records identified are categorised below, with search results and a site map provided on the following pages.

1. Contaminated Land Registers

No Records Identified

State environmental regulators have registers of known or notified contaminated land. These sites are typically those that pose the greatest environmental risk, and will often be actively managed, regulated or remediated.

2. Regulated Activities

No Records Identified

State regulators issue environmental licences, permits or authorisations, to owners or operators that undertake activities which have a potential risk to human health or the environment. Conditions on these licences can relate to pollution prevention, control, and monitoring.

3. Contamination Investigations

No Records Identified

Government departments may undertake or enforce investigations into specific or suspected contamination issues. For example, investigation or management programs may be undertaken at airports or defence sites suspected of PFAS contamination. Further information on PFAS can be accessed here.

4. Other Contamination Issues

Records Identified

Government registers can identify other contamination issues. These registers can include but are not limited to pollution, penalty or clean up notices, and records that indicate restrictions on the use of groundwater.

HOW THIS REPORT HELPS

- **Be informed of potential contamination issues - this search simplifies access to multiple government information sources**
- **Contamination risk is an important consideration in land-use planning, development matters and property valuations and transactions**
- **Delays and clean-up costs from land contamination can be high - be prepared with early information that supports your due diligence**
- **Be aware of potential problems from neighbouring properties - contamination ignores property boundaries**

WHAT NEXT?

This information in this report is only part of the picture. Other records are held by government agencies, councils and Lotsearch.

- **Visit our website or contact our support team to access more Lotsearch products & additional government searches**
- **Contact an environmental consultant for additional advisory services. Consultants are listed by industry bodies ALGA , ACLCA & EIANZ.**

support@lotsearch.com.au
+61 (02) 8287 0680
lotsearch.com.au

Site Map

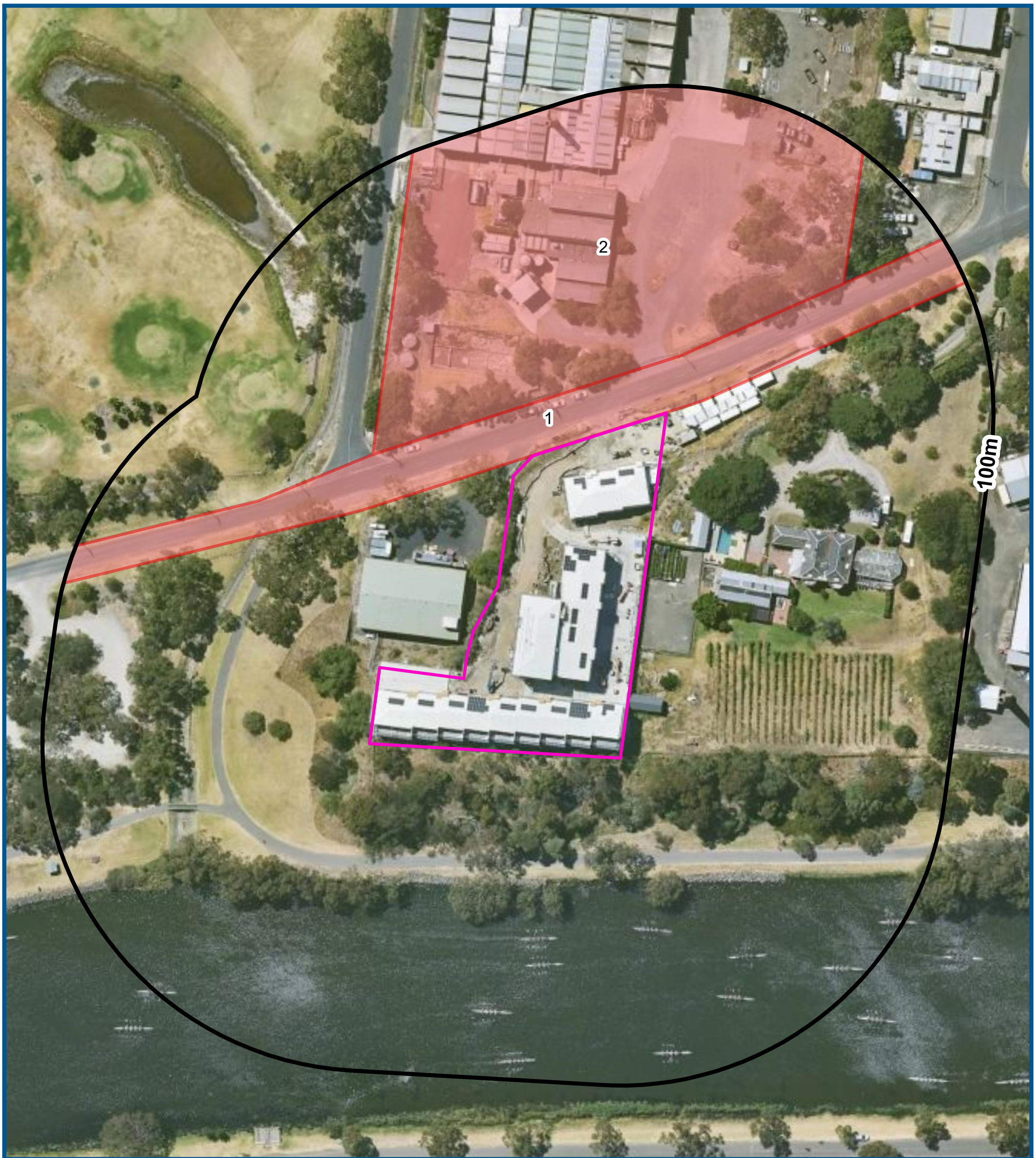
8/45 Riversdale Road, Newtown (Geelong), VIC 3220

LOTSEARCH REFERENCE

LS153608 ER

REPORT DATE

17 Aug 2026



LEGEND

- Site Boundary
- Search Area
- Search Results

Data Source Aerial Imagery:
© Metromap

N

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS153608 ER

REPORT DATE
17 Aug 2026 12:14:14

ADDRESS
8/45 Riversdale Road, Newtown (Geelong), VIC 3220

Search Results

The following table contains records that were identified specifically for your property, or areas or features covering your property:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records for your property were identified							

The following table contains records that were identified in the surrounding search area:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
2	Pollution or Remedial Notice	4	E P ROBINSON PTY LTD	13 Bridge ST, NEWTOWN	LIQUID - LOSS OF CONTAINMENT	Pollution Abatement Notice	Previous Pollution Notice	90005884

The following table contains records that could not be located to a specific property, feature or area. These records have been mapped to a road corridor or suburb within this report's search area, but may relate to a more specific property including the property in this report:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
1	Pollution or Remedial Notice	4	[Redacted]	Riversdale Road, Newtown (Geelong), 3220, Newtown		Information Gathering Notice	Inactive	REV-IGN-00005615

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS153608 ER

REPORT DATE
17 Aug 2026 12:14:14

ADDRESS
8/45 Riversdale Road, Newtown (Geelong), VIC 3220

Data Sources

The results in this report are based upon the following datasets only:

Dataset Name	Data Source	Lotsearch Update Date
Current EPA Priority Sites	Environment Protection Authority Victoria	14/08/2026
EPA Site Management Orders	Environment Protection Authority Victoria	14/08/2026
EPA Register of Permissions	Environment Protection Authority Victoria	13/08/2026
Legacy EPA Licensed Activities	Environment Protection Authority Victoria	19/07/2022
Legacy EPA Works Approvals	Environment Protection Authority Victoria	13/12/2022
Legacy EPA Prescribed Industrial Waste	Environment Protection Authority Victoria	12/08/2020
EPA Preliminary Risk Screening Assessments	Environment Protection Authority Victoria	14/08/2026
EPA Environmental Audit Reports	Environment Protection Authority Victoria	30/07/2026
Planning Scheme Overlay - Environmental Audits	VIC Department of Energy, Environment and Climate Action	07/08/2026
EPA PFAS Site Investigations	Environment Protection Authority Victoria	13/08/2026
Defence 3 Year Regional Contamination Investigation Program	Australian Department of Defence	11/08/2026
Airservices Australia National PFAS Management Program	Airservices Australia	13/08/2026
Defence PFAS Investigation & Management Program - Investigation Sites	Australian Department of Defence	13/08/2026
Defence PFAS Investigation & Management Program - Management Sites	Australian Department of Defence	13/08/2026
Former EPA Priority Sites & other Remedial Notices	Environment Protection Authority Victoria	09/07/2026
EPA Contaminated Land Notifications	Environment Protection Authority Victoria	22/06/2026
EPA Groundwater Zones with Restricted Uses	Environment Protection Authority Victoria	14/08/2026
EPA Victorian Landfill Register	Environment Protection Authority Victoria	14/08/2026

Useful Contacts

Lotsearch Pty Ltd	Environment Protection Authority Victoria	Greater Geelong City
www.lotsearch.com.au support@lotsearch.com.au (02) 8287 0680	www.epa.vic.gov.au contact@epa.vic.gov.au 1300 372 842	http://www.geelongaustralia.com.au contactus@geelongcity.vic.gov.au (03) 5272 5272

Click for Use of Report - Applicable Terms

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

2026-2027 LAND INFORMATION CERTIFICATE

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **25-Aug-2026**
Certificate No: **251333**

Applicants Ref:
81581629-001-5:233249

Assessment Number: **915231**

Property Address:	**PARENT - Factory No 1B/45-47 Riversdale Road, NEWTOWN VIC 3220**
Property Description:	**1/2 Share of 5132m2Lot 2 PS 905976 - Ppsd Lots 1-4, 7-21 & Comm Prop PS 911966**
AVPCC / Land Use:	**310 - General Purpose Factory**

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

Operative Valuation Date:	**01-Jul-2026**
Level of Valuation Date:	**01-Jan-2026**
Capital Improved Value:	**1,150,000**
Site Value:	**775,000**
Net Annual Value:	**62,000**

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 **01/07/2026** to **30/06/2027**. Lump sum payment – due by **15/02/2027** or by instalment **30/09/2026**, **30/11/2026**, **28/02/2027** and **31/05/2027**. 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.**
- The Land Information Certificate is the official certified record issued by Council. Any verbal information provided after issue is for assistance only and should not be relied upon in substitution for the certificate. Where current certified information is required, an updated certificate should be obtained.

Please Note: Council is not involved in the settlement process. On request any overpayment of rates at settlement will be refunded to the payee.

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue

(ie. **23-Nov-2026)** 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***

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **25-Aug-2026**

eService

Certificate No: **251333**

Property Address: **PARENT - Factory No 1B/45-47 Riversdale Road, NEWTOWN VIC 3220**

Assessment Number: **915231.5**

	Rate, Charges & Other Monies	Amount $
Arrears:	Balance Brought Forward	**0.00**
	Legal Fees Arrears	0.00
Current:	General Rates	4,326.10
	State Government Levies	1,811.50
	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** ***(subject to Final Costs)***	**0.00**
	Sundry Charges	**0.00**
Payment:	Amount Received	0.00
	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: 6,137.60

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: **This title has other rateable occupancies associated with it.**

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 and 2020, Local Laws or any other legislation.

Authorised Officer

Biller Code: 17475
Reference: 100009152315
Payment via internet or phone banking,
from your cheque or savings account.

Your Ref: 81581629-001-5:233249

Standard Property
Sec 121 LGA 2020

Information Statement Part A

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

INSTALLATION NUMBER. *40050688* ***APPLICATION NUMBER:*** *534316* ***DATE:*** *17/08/2026*

PROPERTY ADDRESS: *8/45 RIVERSDALE RD, NEWTOWN, VIC 3220*

YOUR REFERENCE: *357987*

OWNER: *C B & P H Linderman*

COMMENTS: ***Comments***

The following service charges are applicable for the abovenamed property for the period 01/07/2026 to 30/09/2026. 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
Sewerage Service Charge		113.48	0.00	113.48
Water Service Charge		45.42	0.00	45.42
Total Service Charge	$	158.90	0.00	158.90

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
Sewerage Service Charge		113.48	0.00	113.48
Water Service Charge		45.42	0.00	45.42
TOTAL DUE	**$**	**158.90**	**0.00**	**158.90**

Important Information

Account Not Yet Issued For Service And Volume Charges.

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

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

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

**** PLEASE NOTE:*** ***Verbal confirmation will not be given after 16/10/2026. Barwon Water will not be held responsible for***
******* ***information provided verbally. For settlement purposes another certificate should be obtained after***
******* ***16/10/2026 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

Strategy Property Law C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street Docklands

Biller Code: 585224
Ref Code: 6900 0001 0040 0685 7

Information Statement Part B

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

17-08-2026

Strategy Property Law C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: UNIT 8, 45 RIVERSDALE ROAD NEWTOWN 3220

I refer to your application received at this office on 17/08/2026. I wish to advise encumbrances which may not be shown on Certificate of Title presently exist in respect of the above property, and are set out below.

Encumbrances: A water main vested in Barwon Water is laid as per attached copy of plan.

The plan shows the location of water mains vested in Barwon Water. This information has been obtained from plans kept by Barwon Water for its own purposes. The plans may show the position of such underground water and sewerage services and other structures and equipment relative to fences, buildings, levels, and the like as these existed at the time such plant was installed. The plans have not necessarily been amended to take account of any subsequent change in any matter. Barwon Water does not warrant or hold out that the plans show more than the presence or absence of the services and will accept no liability arising from use of the information shown on the plans.

No Notices served in respect of the property at present remain outstanding, relative to the connection of water supply and/or sewerage services.

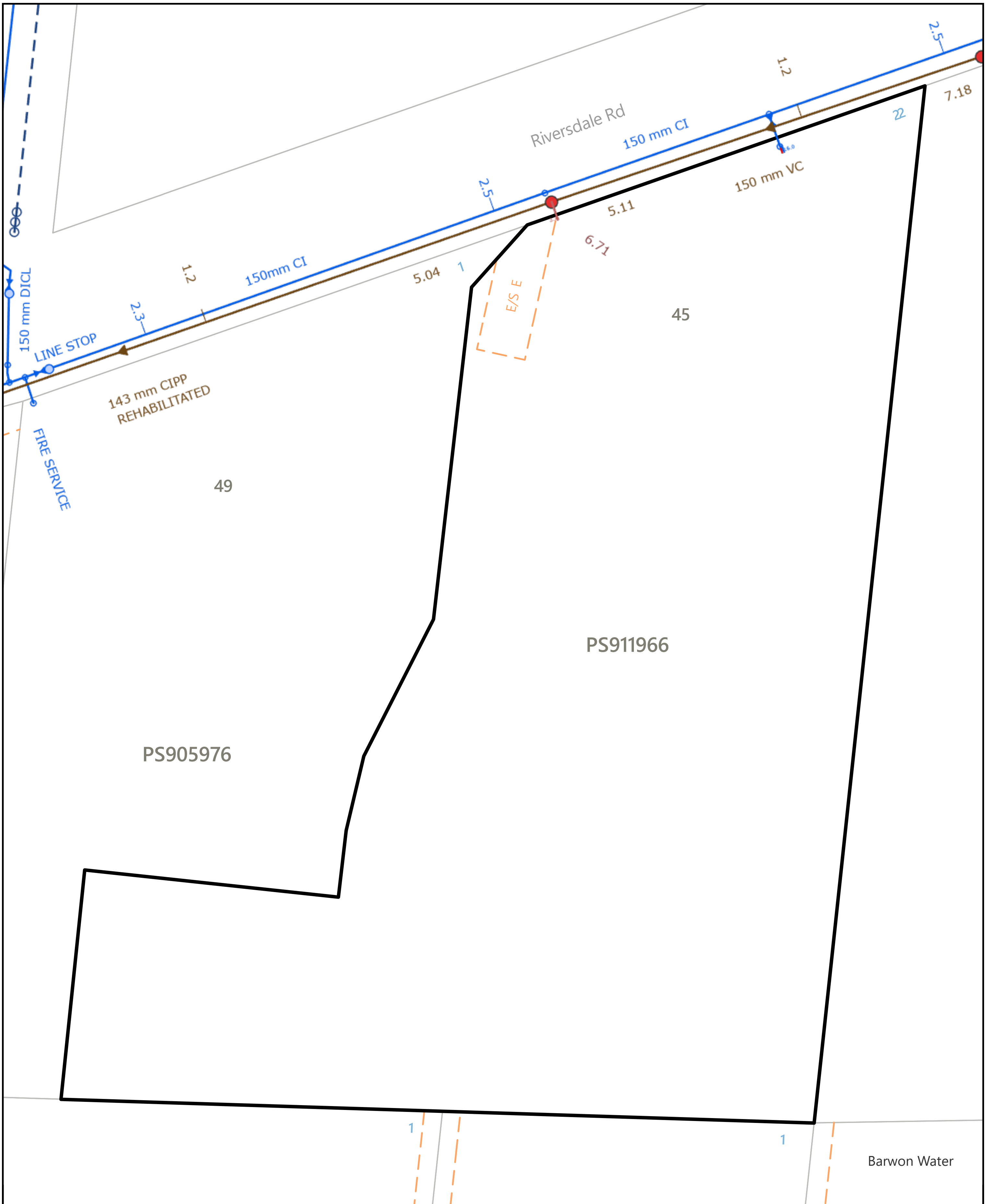
It should be noted the erection of any building, wall, bridge, fence, or other structure over, under, or within one metre laterally of any sewer vested in Barwon Water is prohibited by the Water Act 1989, unless the written consent of Barwon Water is first obtained.

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

Our Ref: EC534316
Your Ref: 357987
Agent Ref: 81581628-001-6

Yours faithfully.

Manager Customer Centre



Barwon Water

8/45 RIVERSDALE RD NEWTOWN

Scale: 1:500

Created: 17/08/2026

Legend

- Gravity Sewer
- Pressure Sewer
- Portable Water
- Recycled Water

N

PLANNING PERMIT

Permit No.	**PP-316-2022**
Planning Scheme	**Greater Geelong Planning Scheme**
Responsible Authority	**Greater Geelong City Council**

ADDRESS OF THE LAND	**45-47 & 49-53 RIVERSDALE ROAD, NEWTOWN**
THE PERMIT ALLOWS	**TWO LOT SUBDIVISION (BOUNDARY RE-ALIGNMENT) GENERALLY IN ACCORDANCE WITH THE ENDORSED PLANS**

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Subdivision to Accord with Endorsed Plan

1. The layout and site dimensions of the proposed subdivision as shown on the endorsed plans shall not be altered or modified without the written consent of the Responsible Authority. There are no requirements to alter or modify the endorsed plan if a plan is certified under the provisions of the Subdivision Act 1988, that is generally in accordance with the endorsed plans.

Subdivision

2. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.

3. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.

4. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

Prior to Certification

5. Prior to the certification of the Plan of Subdivision all easements deemed necessary to protect existing or future drainage lines within the subject site, and any easements required between the subject site and the nominated legal point of discharge must be created to the satisfaction of the Responsible Authority.

CONDITIONS OF PLANNING PERMIT NUMBER PP-316-2022 CONTINUED

Subdivision Expiry

6. This permit as it relates to subdivision will expire if one of the following circumstances applies:

   a) The plan of subdivision has not been certified within two (2) years of the date of this permit.

   b) A statement of compliance is not issued within five (5) years of the date of certification.

   The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within six (6) months afterwards.

City of Greater Geelong
PO Box 104, Geelong 3220
Ph: (03) 5272 4456

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit

Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**.

WHEN DOES A PERMIT BEGIN?

A permit operates:

* from the date specified in the permit; or
* if no date is specified, from—
  i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
  ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1) A permit for the development of land expires if—
   * the development or any stage of it does not start within the time specified in the permit; or
   * the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
   * the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2) A permit for the use of land expires if—
   * the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
   * the use is discontinued for a period of two years.
3) A permit for the development and use of land expires if—
   * the development or any stage of it does not start within the time specified in the permit; or
   * the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
   * the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
   * the use is discontinued for a period of two years.
4) If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision—
   * the use or development of any stage is to be taken to have started when the plan is certified; and
   * the permit expires if the plan is not certified within two years of the issue of the permit.
5) The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

* The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
* An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
* An application for review is lodged with the Victorian Civil and Administrative Tribunal.
* An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
* An application for review must state the grounds upon which it is based.
* A copy of an application for review must also be served on the responsible authority.
* Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

Victorian Civil and Administrative Tribunal, 7th Floor, 55 King Street, MELBOURNE, 3000 Ph: 1300 018 228

Building Act 1993
BUILDING REGULATIONS 2018
Form 16

OCCUPANCY PERMIT

Building Surveyors

Occupancy Permit no.	**20240441 OP10**

Building Permit Details

Building Permit Number **1242/4224175196562/1, 1242/4069061878208/2, 1242/8669203802895/3, 1242/3312149097500/4 & 1242/5094939698718/5**

Version of BCA applicable to the Building Permit **NCC 2019 Amendment 1, Volume 1**

Property/ Project Details

Project	**Barwon Business Park**						
Address	**45-47 Riversdale Road, Newtown**					Postcode	**3220**
Lot/s	**2**	LP/PS	**PS905976G**	Volume	**12439**	Folio	**650**
C/A	**4 (Part)**	Section	**5**	Parish	**Moorpanyal**	County	**-**
Municipality	**City of Greater Geelong**						

Building Details

Type of Construction	Storeys Contained	Rise in storeys (Class 2-9 only)	Effective Height
C	**3**	**3**	**0**

Building or part of building to which permit applies	Permitted Use	BCA Class of building	Max no. people accommodated	Max permissible floor live load
Unit 8 (within Block 3)	**Offices and Carpark**	**5, 7a**	**15**	**Office: 3.0 kPa Garage: 2.5 kPa Balcony & Bathrooms: 2.0 kPa Stair: 4.0 kPa**

Conditions
Occupancy is subject to compliance with the following conditions:

1. **Essential safety measures:** The essential safety measures must be inspected, tested and maintained in accordance with the maintenance requirements set out in the table attached to this permit – refer to Appendix A for details.

Reporting Authorities
The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below: **Refer to appendix B.**

D4D5 Exemption
This building or parts of building have been assessed under NCC2022 Volume One clause D4D5 Exemption at the request of the owner or agent of owner. Accordingly, the subject area/s listed in the exemption request form endorsed as part of this permit are exempt from meeting access provisions pursuant to BCA Clause D4D5.

Approved Location for the display of Occupancy Permit
This occupancy permit must be displayed in the following approved location:
Main entrance airlock.

Suitability for Occupancy

At the date this Occupancy Permit is issued, the building to which this permit applies is suitable for occupation.

Date of Final Inspection

Date of Inspection	**04 June 2026**

Relevant Building Surveyor

Name	**Dean Bertuch**	Registration No	**BS-U 1242**
Signature		Date of Issue	**05 June 2026**

NOTES

1. In conjunction with the obligations to maintain Essential Safety Measures as outlined in Appendix A of this permit, evidence of maintenance in the form of an Annual Essential Safety Measures Report Statement is required to be produced on the anniversary of this Occupancy Permit or other agreed date.

APPENDIX A
ESSENTIAL SAFETY MEASURES

Occupancy Permit no.	**20240441 OP10**

Property /project details

Project **Barwon Business Park**

Address **45-47 Riversdale Road Newtown, VIC** Postcode **3220**

The essential safety measures (ESM) listed below forms part of this occupancy permit pursuant to Regulation 194 of the Building Regulations 2018 – and are required to be maintained in accordance with the details specified.

Essential Safety Measures required to be provided in the building or place of public entertainment	Provision of the Building Regulations 2018 applicable to installation and operation of essential safety measure	The level of performance that each essential safety measure must achieve to fulfil its purpose	The frequency and type of maintenance required for each essential safety measure	The frequency and type of testing and inspections required for each essential safety measure
Building Fire Integrity				
Building elements required to satisfy prescribed fire-resistance levels (Refer to the Fire Engineering Report for FRLs)	Section C, Fire engineering Report (Project Ref:J6019-ADD1.0)	CP1 to CP4, CP6 to CP8 DP4 to DP6	Yearly	As per AS 1851-2012
Materials and assemblies required to satisfy prescribed fire hazard properties	C1.10	CP4	Yearly	Annual inspection for damage, deterioration, or unauthorized alteration
Elements required to be non-combustible, provide fire protection, compartmentation or separation	C1.9, C1.14, C2.6 to C2.14 C3.3, C3.11	CP1 to CP4, CP6 to CP9	Yearly	Annual inspection for damage, deterioration, or unauthorized alteration
Fire doors and associated self-closing, automatic closing and latching mechanisms (Refer to Fire engineering Report for additional requirements to fire doors - i.e smoke seals)	C3.5 Fire engineering Report (Project Ref:J6019-ADD1.0) (Smoke seals)	CP2, CP7, CP8	Half Yearly	6 Monthly
Fire protection at service penetrations through elements required to be fire-resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire	C3.12, C3.13, C3.15	CP2, CP8	Yearly	As per AS 1851-2012

Means of Egress				
Paths of travel to exits	D1.6	DP2, DP4, DP6, EP2.2	Quarterly	Inspection every 3 months to ensure there are no obstructions and no alterations
Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	D1.9 to D1.10	DP2, DP4, DP6	Quarterly	Inspection every 3 months to ensure there are no obstructions and no alterations
Exits (non-fire-isolated stairways, stair treads, balustrades and handrails associated with exits)	D2.3, D2.9 to D2.11, D2.13, D2.16, D2.17	DP2, DP4, DP5, DP6, EP2.2	Quarterly	Inspection every 3 months to ensure there are no obstructions and no alterations
Doors (other than fire) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	D1.6, D2.19 to D2.21	DP2, DP4, DP5, DP6	Quarterly	Inspections every 3 months to ensure doors are intact, operational and fitted with conforming hardware
Signs				
Exit signs (including direction signs)	E4.5, E4.6, E4.8	DP4, EP4.1, EP4.2	Half Yearly	Every 6 months to AS2293.2-1995 "check monthly that signs are clean, not obstructed, have sufficient lighting levels to facilitate charging and are clearly visible to persons approaching the exit"
Lighting				
Emergency lighting	E4.2, E4.4	EP4.1	Half Yearly	Every 6 months to AS/NZS2293.2-1995
Fire Fighting Services & Equipment				
Fire hydrant system (including fire-service booster) also, as per FRV Reg 129 (Report No:30184): - "UNIT 4 OFFICE OF BLOCK @ IS SPRINKLER PROTECTED" Sign adjacent the FDCIE/FBP & Booster Assembly - A3 block plan located within the Booster Assembly cabinet titled 'SOLAR PANEL (PV) MAIN ISOLATION & ROOF ACCESS POINT'	E1.3 FRV Reg 129 (Report No:30184)	EP1.3 FRV Reg 129 (Report No:30184)	Monthly, Half Yearly	6 Monthly
Portable fire extinguishers	E1.6	EP1.2	Half Yearly	As per AS1851-2012 (refer Clause 10.3)
Automatic Fire Detection and Alarm Systems				
Monitored smoke and heat detection system	Clause 4 of Spec E2.2a	EP2.1, EP2.2	Monthly	As per AS1851-2012

Fire engineering Report (Project Ref:J6019-ADD1.0)	Fire engineering Report (Doors into the stairs connected to the fire detection and alarm system and automatically close in GFA)			
Building Use				
Building use in accordance with the occupancy permit	Part A, Reg 229		Yearly	Annual inspection to verify that the building use is in accordance with its BCA classification

Name **Dean Bertuch** Registration No **BS-U 1242**

Signature Date of Issue **05 June 2026**

APPENDIX B
VARIATIONS FROM DEEMED-TO-SATISFY PROVISIONS

Occupancy Permit no.	**20240441 OP10**

Property /project details

Project **Barwon Business Park**

Address **45-47 Riversdale Road Newtown VIC** Postcode **3220**

The variations from deemed-to-satisfy provisions that apply to this project are detailed below:

Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Item	Relevant performance requirement	Deemed-to-satisfy Clause	Details of performance solution
1.	**FP1.3**	**F1.1 – Inter-alia AS 3500.3**	**To demonstrate that the use of a charged stormwater system to feed water tanks complies with the relevant performance requirement - Rainwater drainage systems.** [BCE - 222729-20250603-BL2]
2.	**CP1, CP2**	**Spec. C1.1**	**To allow beams supporting the office balconies within Block 1, Block 2, and Block 3 building to only be protected internally and to be unprotected/exposed where they are located externally, in lieu of 60 or 90 minute FRL.** [Focused Fire Engineering: 6019, Rev. 0.2, 14/08/2025.]
3.	**CP1, CP2**	**Spec. C1.1**	**To allow two separated tested fire protection systems to be implemented to protect the loadbearing steel beams within Block 1, Block 2, and Block 3 buildings.** [Focused Fire Engineering: 6019, Rev. 0.2, 14/08/2025.]
4.	**CP1, CP2**	**C1.1, C1.9**	**To permit timber noggings within the non-loadbearing internal fire walls on the Ground Floor stair space only of each building on Block 1, Block 2, and Block 3.** [Focused Fire Engineering: 6019, Rev. 0.2, 14/08/2025.]
5.	**CP1, CP2**	**C1.1, Spec. C1.1**	**To rationalise the fire resistance levels to the following areas:** • **90 minutes in lieu of 120 minutes to all loadbearing beams and columns on Type B Office buildings** • **60 minutes in lieu of 120 minutes to all loadbearing beams and columns on Type A Office building** • **Nil FRL in lieu of 120 minutes to office unit floors and balcony floors within the Type A Office building** • **Nil FRL to the Non-Loadbearing walls within Block 3 Building South elevation** [Focused Fire Engineering: 6019, Rev. 0.2, 14/08/2025.]

6.	CP2, CP8	C3.2	**To permit the following unprotected openings:** **Block 1:** • **Openings located on office Block 1 Unit 1 to the eastern boundary within 3 m on the east façade on all levels.** • **Openings located on office Block 1 Unit 1 to the eastern boundary within 3 m on the North and South façades on Ground Floor and Level 1.** **Block 2:** • **Openings on North elevation of Office Unit 4 to the openings on West elevation of Office Unit 19 on Ground Floor, Level 1, and Level 2. Only Unit 4 is sprinklered.** **Block 3:** • **Openings located on Block 3 Southern elevation on Ground Floor and First Floor on all units to be within 3 m to the Southern Boundary.** • **Openings located on Block 3 office Unit 7 on Northern and Southern elevation on all levels to be within 3 m to the Western boundary.** • **Openings located on Block 3 office Unit 15 on Northern and Southern elevation on all levels to be within 3 m to the Eastern boundary.** [Focused Fire Engineering: 6019, Rev. 0.2, 14/08/2025.]
7.	DP4, DP5	D1.3	**To allow open stairs to all office units within Block 1, Block 2, and Block 3 buildings on all levels in lieu of fire-isolated stairs for both Type A and Type B Construction.** [Focused Fire Engineering: 6019, Rev. 0.2, 14/08/2025]
8.	DP4	D1.9	**To permit a discontinuous means of travel to the non-fire isolated stairways on all office units within Block 1, Block 2, and Block 3 building.** [Focused Fire Engineering: 6019, Rev. 0.2, 14/08/2025.]
9.	DP2	D2.20	**To permit the following fire doors within the garage space in Block 1, Block 2, and Block 3 building to swing inwards, against the direction of egress.** [Focused Fire Engineering: 6019, Rev. 0.2, 14/08/2025.]
10.	FP1.3	F1.1	**Justification of the use of a charged stormwater drainage system.** [BCE - 222729 - 20251031 - VK1 - Performance Solution. V002]
11.	FP1.4	N/A	**To demonstrate that the external walls and their cladding systems will prevent the penetration of water that could cause unhealthy or dangerous conditions, loss of amenity, undue dampness or deterioration of building elements.** [MGA - 2205, Barwon Business Park, Weatherproofing PSR.]

12.	**DP1**	**D3.1**	**Allow no passenger lift or ramp complying with AS 1428.1 (no wheelchair access) from the front boundary to each building entry.** [Stonehenge Consulting; 30022031]
13.	**DP1**	**D3.3**	**Unit 7 - Allow the handrail on the open side of the stair to only extend approx. 170 mm at the GL in lieu of one tread + 300 mm so that it does not extend into the entry door circulation space.** [Stonehenge Consulting; 30022031.]
14.	**DP1**	**D3.3**	**All offices - Allow the internal office stairs to be perforated in lieu of opaque (solid) risers.** [Stonehenge Consulting; 30022031.]
15.	**FP2.1**	**F2.3**	**Allow various sanitary facilities apart from the unisex accessible sanitary facilities to be designated as 'unisex' in lieu of male or female specific.** [Stonehenge Consulting; 30022031]
16.	**DP1**	**D3.3**	**All offices - Allow the glazed GL entry doors to not comply with Clause 13.1 – AS 1428.1.** [Stonehenge Consulting; 30022031]

Reporting Authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Relevant Regulation no.
City of Greater Geelong	**Public Protection**	**116**
Fire Rescue Victoria **[FRV Report No: 30184]**	**NCC Clause E1.3, AS 2419.1-2005, Clause 4.1.2 - To permit the installation of a mag-flow meter within the fire mains.**	**129**

**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Strategy Property Law
200 Barangaroo Avenue
Barangaroo 2000

Client Reference: 357987

NO PROPOSALS. As at the 17th August 2026, 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®.

Unit 8 45 RIVERSDALE ROAD, NEWTOWN 3220
CITY OF GREATER GEELONG

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

Date of issue: 17th August 2026

[Vicroads Certificate] # 81581633 - 81581633121047 '357987'

Property Clearance Certificate
Land Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / STRATEGY PROPERTY LAW

Your Reference:	2318
Certificate No:	10971280
Issue Date:	17 AUG 2026
Enquiries:	MXG16

Land Address: UNIT 8, 45 RIVERSDALE ROAD NEWTOWN (GEELONG) VIC 3220

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: CAROLE BARBARA LINDEMAN & PETER HAY LINDEMAN

Purchaser: NOT KNOWN NOT KNOWN

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

Current Vacant Residential Land Tax	Year	Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential 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):	$160,000
SITE VALUE (SV):	$106,250
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$314.85**

Notes to Certificate - Land Tax

Certificate No: 10971280

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 = $975.00

Taxable Value = $106,250

Calculated as $975 plus ($106,250 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $1,600.00

Taxable Value = $160,000

Calculated as $160,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 10971280

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: 10971280

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 updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Land Tax

Certificate No: 10971280

Land Address: UNIT 8, 45 RIVERSDALE ROAD NEWTOWN (GEELONG) VIC 3220

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41220831	8	911966	12678	249	$0.00

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
BARWON HEIGHTS DEVELOPMENT TR	2026	$67,500	$697.60	$0.00	$0.00

Comments: Land Tax of $697.60 has been assessed for 2026, an amount of $697.60 has been paid.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total

Comments:

Current Land Tax Charge: **41220831** **$0.00**

Land Address: UNIT 8, 45 RIVERSDALE ROAD NEWTOWN (GEELONG) VIC 3220

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41220849	8	911966	12678	249	$314.85

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
BARWON HEIGHTS DEVELOPMENT TR	2026	$38,750	$400.47	$0.00	$0.00
BALYANG PARK ESTATE UNIT TRUST	2022	$43,000	$380.76	$172.77	$314.85

Comments: Land Tax of $400.47 has been assessed for 2026, an amount of $400.47 has been paid.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total

Comments:

Current Land Tax Charge: **41220849** **$314.85**

Total: **$314.85**

Property Clearance Certificate

Commercial and Industrial Property Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / STRATEGY PROPERTY LAW

Your Reference:	2318
Certificate No:	10971280
Issue Date:	17 AUG 2026
Enquires:	MXG16

Land Address: UNIT 8, 45 RIVERSDALE ROAD NEWTOWN (GEELONG) VIC 3220

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41220849	8	911966	12678	249	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
N/A	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

Land Address: UNIT 8, 45 RIVERSDALE ROAD NEWTOWN (GEELONG) VIC 3220

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41220831	8	911966	12678	249	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
N/A	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:	$160,000
SITE VALUE:	$106,250
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10971280

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

STATE REVENUE OFFICE VICTORIA

INFOTRACK / STRATEGY PROPERTY LAW

Your Reference:	2318
Certificate No:	10971280
Issue Date:	17 AUG 2026

Land Address: UNIT 8, 45 RIVERSDALE ROAD NEWTOWN (GEELONG) VIC 3220

Lot	Plan	Volume	Folio
8	911966	12678	249

Vendor: CAROLE BARBARA LINDEMAN & PETER HAY LINDEMAN

Purchaser: NOT KNOWN NOT KNOWN

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 10971280

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

BPAY

Biller Code: 416073
Ref: 10971281

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: 10971281

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

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 (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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