

ROSS PATTERSON CAMPBELL

CONTRACT OF SALE OF REAL ESTATE

Property: 48 Skene Street, Birregurra 3242

Henderson & Ball Lawyers 5 Wellington Street Kew 3101

Tel: 9261 8000 Ref: JPL:LV:03460713

Contract of Sale of Real Estate

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

Property address: 48 SKENE STREET, BIRREGURRA 3242

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 conditions set out in this contract.

The terms of this contract are contained in the:

- Particulars of sale; and
- * Special conditions, if any; and
- General conditions; and
- Vendor's Statement required by section 32(1) of the Sale of Land Act 1962 is attached to and forms part of this contract

and in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

Signature on	//2025 Signature
Print name of person signing	Print name of person signing
State nature of authority if applicable (e.g. "director", "attorney under power of attorney"	State nature of authority if applicable (e.g. "director", "attorney under power of attorney"
This offer will lapse unless accepted within [] clear to a clear business days if none specified).	ousiness days
SIGNED BY THE VENDOR on/2025	
Signature	****
ROSS PATTERSON CAMPBELL	

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

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

EXCEPTIONS

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

- you bought the property at or within 3 clear business days before or after a publicly advertised auction;
- the property is used mainly for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used mainly 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.

Contract of Sale of Real Estate - Particulars of Sale

Vendor's estate agent

Name:	H F Richar	H F Richardson Real Estate (Attention Ken McDonald/Eric Foster)					
Address:	5 Retreat R	5 Retreat Road, Newtown Vic 3220					
Telephone	5229 8017 Mobile: Email: ken@hfrichardson.com.au						

Vendor

Name(s):	ROSS PATTERSON CAMPBELL
Address:	21 Belmont Avenue, Kew 3101

Vendor's legal practitioner or conveyancer

Name:	HENDERSON & BALL (Ref: JPL:LV:03480713)							
Address:	Level 1, 5 Wellington Street, Kew, Vic, 3101							
Telephone:	9261 8000						Email:	loretta@hendersonball.com.au

Purchaser

Name(s):		
Address:		
Telephone:	Email:	

Purchaser's legal practitioner or conveyancer

	- John John Collins	01101 0	oon o y an oo	
Name:				
Address:				
Telephone:		Email:		

Property address

The address of the land is: 48 SKENE STREET, BIRREGURRA 3242

Land (general conditions 3 and 9)

The land is:

Certificate of Title reference:

Lot 1 on Title Plan 249424R and being the land more particularly described in Certificate of Title Volume 4345 Folio 827 and is described in the copy title and plan as attached to the Vendor's Statement.

The land includes all improvements and fixtures.

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

Vacant land

Payment (general condition 11)

Price	\$ condition 11)
Deposit	\$ (10% of the Price on the signing hereof).
Balance	\$ payable at settlement.

GST (general condition 13)

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

SETTLEMENT (general condition 10)

Is due on / / 2025.

LEASE (general condition 1.1)	
At settlement the purchaser is entitled to vacant possession unless the words 'subject to lease' appear on this box:	
in which case refer to general condition 1.1. If 'subject to lease' then particulars of the lease are:	
TERMS CONTRACT (general condition 23)	
If this contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 then add the words 'terms of contract' in this box,	
and refer to general condition 23 and add any further provisions by way of special conditions:	
LOAN (general condition 14)	
The following details apply if this contract is subject to a loan being approved:	
Lender:	
Loan amount: \$	
Approval date:	
SPECIAL CONDITIONS	
This sale does not include any special conditions unless the words 'special conditions' appear in this box:	SPECIAL CONDITIONS
If the sale is subject to 'special conditions' then particulars of the special conditions are approved to the back of this contract.	

Annexure Contract of Sale of Real Estate Special Conditions

Loss or Damage before Settlement

- 1. General Conditions ("GC") 24.4, 24.5 and 24.6 do not apply.
- 2. 2.1 If on the settlement date the Vendor cannot deliver the property in the condition required under GC 24.2 because of destruction of or damage to the property, the Purchaser must within fourteen (14) days after the settlement date, elect in writing either to:
 - (a) complete the purchase, in which case the Purchaser's sole right arising from the Vendor's breach of GC 24.2 shall be the right of indemnity under the Vendor's insurance (if any) provided by Part 2 Division 3 of the Sale of Land Act 1982 ("SLA"); or
 - (b) rescind this Contract, in which case the Purchaser's only claim against the Vendor shall be for repayment of all monies paid by the Purchaser on account of the price.
 - 2.2 If the Purchaser fails to so elect, the Vendor may at any time after fourteen (14) days after the settlement date, cancel this Contract. Upon cancellation, neither the Vendor nor the Purchaser shall have any further rights or liabilities under this Contract except that the Vendor must refund to the Purchaser all monies paid on account of the price.

Electronic Conveyancing

3. Settlement and lodgement will be conducted electronically in accordance with the electronically *Electronic Conveyancing National Law* and Special Condition 3 applies, if the box is marked "EC".

EC

- 3.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 3.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 3.3 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*.
- 3.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 3.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 3.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; 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.
- 3.7 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 3.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 3.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

- 3.9 The vendor must before settlement:
 - (a)deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic 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
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 3.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

Acceptance of Planning Status

4. The Purchaser having been supplied with the Statement required by s32 of the SLA, purchases the property subject to any restrictions imposed pursuant to any planning scheme or interim development order affecting the Land.

Property in Goods Sold

5. The property in any goods sold by this Contract shall not pass to the Purchaser until payment in full of the price.

No Representations

6. The Purchaser acknowledges that the Vendor's Agent has acted only as agent of the Vendor and no information, representation or warranty of the Vendor or the Vendor's Agent was made with the intention or knowledge that it would be relied upon and that no such information, representation or warranty has in fact been relied upon and it is further agreed that this Contract and the s32 Statement (a copy of which included in this Contract) are the sole and full repository of the agreement between the Vendor and the Purchaser.

Guarantee

- 7. If the Purchaser is a company other than one listed on the ASX, then:
 - 7.1 any person who signs this Contract on behalf of the Purchaser is personally responsible to comply with the Purchaser's obligations under this Contract; and
 - 7.2 the Directors of that Company must sign the attached Guarantee and Indemnity simultaneously with the execution of this Contract by the Purchaser.

Condition of Property

- 8. The Purchaser agrees with the Vendor that:
 - 8.1 it has purchased the property as a result of its own inspections and enquiries;
 - 8.2 it is satisfied as to the nature, quality, condition and state of repair of the property and the use to which it can be put and all restrictions and prohibitions on use and development;
 - 8.3 it accepts the property as it is with all defects, if any, both latent and patent, and all or any dilapidation or infestation;
 - 8.4 the Vendor has made no representations or warranty that the improvements on the Land or any of them or any renovations or alterations or additions to them comply with the *Building Act 1993* or the Building Regulations or any other relevant Act, Regulation, By Law ("Legislation") or the requirements of any governmental, statutory or municipal authority ("Authority"). The Purchaser may not make any claim for compensation or objection or in respect of any such non-compliance or call upon the Vendor to pay all or any part of the cost of complying with the Legislation or the requirement of any Authority:
 - 8.5 if the property is not fitted with any or with insufficient smoke alarms, it is the responsibility of the Purchaser to comply with the relevant provisions of any Legislation.

Consequences of Default by Purchaser

- 9. The Vendor gives notice to the Purchaser and the Purchaser acknowledges that if the Purchaser fails to complete settlement of this Contract by the due date fixed for settlement, the Vendor will or may suffer the following losses and expenses, which the Purchaser must pay at settlement, in addition to interest as provided for in GC 26:
 - the costs of obtaining a bridging finance loan to complete the Vendor's purchase of another property, and interest charged on such loan;
 - (b) penalties payable by the Vendor through the Vendor's delay in completing the purchase of another property;
 - (c) the Vendor's legal costs and expenses (as between legal practitioner and own client) incurred as a result of the Purchaser's default.

The Purchaser further acknowledges that such losses and expenses are and constitute reasonably foreseeable loss under and for the purposes of GC 25 of this Contract.

Foreign Acquisitions and Takeovers Act 1975

- 10. 10.1 The Purchaser warrants that the Foreign Acquisitions and Takeovers Act 1975 (CTH) ("the FAT Act") does not apply to it or to the purchase of the property by the Purchaser. The Purchaser agrees to indemnify the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered or incurred by the Vendor because of a breach of this warranty:
 - 10.2 If this Contract does not proceed to settlement because of the application of the FAT Act, then the deposit paid by the Purchaser shall be forfeited to the Vendor as the Vendor's absolute property, in addition to the Vendor's right of indemnity under this special condition;
 - 10.3 Notwithstanding the provisions of GC 5, the Vendor is not obliged to obtain any necessary consent or licence required by or under the FAT Act for the purchase of the property by the Purchaser;
 - 10.4 This special condition will not merge on settlement.

Auction Rules

11. Should the property be offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

The Purchaser to whom the property is sold shall immediately sign this Contract and pay the deposit to the Vendor's Agent.

Security Interest

- 12. GC 7 is deleted and replaced by the following:
 - "7. Release of security interest
 - 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
 - 7.2 The vendor must advise the purchaser of the vendor's date of birth solely for the purpose of enabling the purchaser to search the Personal Properties Securities Register for any security interests affecting any personal property for which the purchaser is entitled to a release, statement, approval or correction in accordance with GC 7.3. However, the vendor is only required to so advise if the purchaser makes the request at least 21 days before the due date for settlement. The purchaser must keep the vendor's date of birth secure and confidential.
 - 7.3 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

- 7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property that—
 - (a) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (b) 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
 - (c) is sold in the ordinary course of the vendor's business of selling personal property of that kind;

unless:

- (d) the personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Property Securities Register; or
- (e) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.5 A release for the purposes of GC 7.3(a) must be in writing. The release must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.6 The purchaser must provide the vendor with a copy of the release under GC 7.3(a) at or as soon as practicable after settlement.
- 7.7 The vendor must also 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 in addition to ensuring a release is received under GC 7.3(a) if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.8 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.
- 7.9 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.8.
- 7.10 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; and
 - (c) as though the purchaser was in default —

if settlement is delayed under GC 7.9.

- 7.11 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This GC 7.11 applies despite GC 7.1.
- 7.12 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in GC 7 unless the context requires otherwise".

Service

- 13.1 GC 17.1 is deleted and replaced by the following:
 - "17.1 Any document sent by -
 - (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt as provided in section 13A of the *Electronic Transactions (Victoria) Act* 2000."
- 13.2 GC 17.2 is deleted and replaced by the following:
 - "17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email".

Nomination

- 14. GC 18 is deleted and replaced by the following:
 - "18 The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract".

Acceptance of Title

- 15. The following is added as GC 12.4:
 - "12.4Where the purchaser is deemed by s27(7) of the SLA to have given the deposit release authorisation referred to in s27(1), the purchaser is also deemed to have accepted title".

Due Diligence Checklist

16. The Purchaser acknowledges having received from the Vendor or the Vendor's Agent a due diligence checklist.

Foreign resident capital gains withholding

- 17.1 Words defined or used in subdivision 14-D of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) ("*TA Act*") have the same meaning in this special condition except if the circumstances require differently.
- 17.2 For the purposes of this special condition every vendor in this contract is a foreign resident, except if a clearance certificate, issued by the Commissioner under section 14-220(1) of Schedule 1 to the *T.A Act* in respect of every vendor, is provided to the purchaser The date of settlement must be included in the specified period of the clearance certificate.
- 17.3 This special condition applies to contracts made on or after 1 January 2025 and 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 *TA Act* ("the amount") because:
 - (a) one or more of the vendors is a foreign resident; and
 - (b) the transaction is not excluded under section 14-215(1) of Schedule 1 to the TA Act.
- 17.4 The amount:
 - (a) is to be deducted from the vendor's entitlement to the contract consideration; and
 - (b) if part is represented by non-monetary consideration, must be paid by the vendor to the purchaser at settlement.
- 17.5 A legal practitioner or conveyancer ("legal representative") must be appointed by the purchaser to perform all legal aspects of settlement, including the performance of the purchaser's obligations in respect of this special condition.
- 17.6 For the purposes of this special condition, the legal representative's appointment terms are taken to include instructions with respect to the vendor's interests and instructions that the legal representative must, at least 5 business days before the date due for settlement:
 - (a) submit payment, or ensure payment, of the amount to the Commissioner in the method required by the Commissioner;
 - (b) provide the vendor's legal representative with evidence of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition;
 - notwithstanding differing instructions, other than from both the purchaser and vendor and any other requirement in this contract to the contrary.
- 17.7 The legal representative is taken to have satisfied the requirements in special condition 17.6 if:
 - (a) the settlement is conducted through an electronic conveyancing system agreed by the parties; and
 - (b) the amount is particularised in the settlement statement requiring payment to the Commissioner with regard to this transaction.
- 17.8 At least 5 business days before the due date for settlement, any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *TA Act*, must be provided to the purchaser.
- 17.9 Within 5 business days of a request being made by the purchaser, the vendor must provide the purchaser with such information as the purchaser requires to satisfy the purchaser's requirement to pay the amount in accordance with section 14-200 of Schedule 1 to the *TA Act*. The vendor warrants that the information the vendor provides is true and correct.
- 17.10 It is the responsibility of the purchaser to pay any penalties or interest to the Commissioner as a result of late payment of the amount.

GST withholding

- 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.
- This special condition applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 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.
- 18.4 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 18.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 18.6 The representative is taken to have complied with the requirements of general condition 18.5 if:
 - (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in special condition 18.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 18.7, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 18.9 A party must provide the other party with such information as the other party requires to:

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

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

- 18.10 The vendor warrants that:
 - (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 18.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
 - (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

- 18.12 This special condition will not merge on settlement.
- 19. General Condition 14 will not apply to this Contract.
- For the purpose of General Condition 15, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* applies.
- 20.2 General Condition 21 does not apply to any amounts to which Section 10G or 10H of the Sale of Land Act 1962 applies.

GUARANTEE AND INDEMNITY

TO: The withinnamed Vendor

IN CONSIDERATION of the Vendor having at the request of the person(s) whose name(s) and address(es) are set out in the Schedule to this Guarantee and Indemnity or Guarantor(s) ("the Guarantor") agreed to sell the land described in the within Contract of Sale ("Contract") to the withinnamed Purchaser, the Guarantor HEREBY GUARANTEES to the Vendor:

- (a) the due and punctual payment by the Purchaser of the purchase money and any interest payable thereon as detailed in the Contract and all other monies that are payable or may become payable pursuant thereto;
- (b) the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the Contract and on the part of the Purchaser to be paid performed and observed;
- (c) the payment of all losses and damages incurred by the Vendor by reason of breach of the Contract by the Purchaser, including losses and damages upon rescission or termination by the Vendor.

AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the Contract and further that this Guarantee and Indemnity is given upon and subject to the following conditions:-

- 1. that if the Purchaser does not pay the Vendor as and when due the monies referred to in the Contract, the Guarantor will immediately pay such monies to the Vendor;
- 2. that if the Purchaser does not carry out or perform any of its obligations under the Contract, the Guarantor will immediately carry out and perform the obligation;
- the Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the price, interest and all other monies pursuant to the Contract and the performance of the Purchaser's obligations in the Contract and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out those obligations;
- 4. that no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect the liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor:	ROSS PATTERSON CAI	MPBELL	
Purchaser:	of		
Guarantor 1:	Name	1. The same same same same same same same sam	
	Address	Vertergreen	
		NORTH CONTROL OF THE	
Guarantor 2:	Name	2544.6.52.6.6.6.6.6.6.6.6.6.6.6.6.6.6.6.6.6.	
	Address		
		xxxxxxxxxxx	
EXECUTED as a [Deed by the Guarantor this	day of	2025.
SIGNED SEALED	AND DELIVERED by)	
Guarantor 1)	
in the presence of:)	
SIGNED SEALED	AND DELIVERED by),	
Guarantor 2		<u> </u>	
in the presence of:)	

Page 13

Contract of Sale of Real Estate - General Conditions

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

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

2. Vendor warranties

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

Identity of the land

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 Subject to general conditions 7.3 and 7.4, the vendor must ensure that at or before settlement, the purchaser receives:
 - (a) a release from the secured party releasing the security interest in respect of the property; 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 the due date for 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 the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted;

If the security interest is registered in the Personal Property Securities Register.

- 7.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.
- 7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that:
 - (a) is not described by serial number in the Personal Property Securities Register; and
 - (b) is predominantly used for personal, domestic or household purposes; and
 - (c) has a market value of not more than \$5,000 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.
- 7.5 A release for the purposes of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 7.6 If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.7 In addition to ensuring a release is received under general condition 7.2(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.8 The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.9 If the purchaser does not provide an advice under general condition 7.8, 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.
- 7.10 If settlement is delayed under general condition 7.9, the purchaser must pay the vendor:
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay; as though the purchaser was in default.
- 7.11 Words and phrases used in general condition 7 which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 7.

8. Builder warranty insurance

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

9. General law land

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

MONEY

10. Settlement

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

11. Payment

- 11.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3)of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposittaking institution. If the vendor requests that any additional cheques be drawn on an authorised deposittaking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.

- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

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

14. Loan

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

15. Adjustments

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

TRANSACTIONAL

16. Time

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

17. Service

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

- 23.1 If this is a 'terms contract' as defined in the Sale of Land Act 1962:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations; and
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

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

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.



ROSS PATTERSON CAMPBELL

VENDOR'S STATEMENT

Property: 48 Skene Street, Birregurra 3242

Henderson & Ball Lawyers 5 Wellington Street Kew 3101

Tel: 9261 8000 Ref: JPL:LV:03460713

VENDOR STATEMENT

TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE
SALE OF LAND ACT 1962 (VIC) ("the Act")
as at 1 October 2014

LAND

48 Skene Street, Birregurra 3242

The vendors make this statement in respect of the land in accordance with section 32 of the Sale of Land Act 1962.

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

VENDOR

ROSS PATTERSON CAMPBELL

Signature of the Vendor

for anyour

R P Campbell

DATE OF THIS STATEMENT

23/06/2025

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

PURCHASER/S

Signature/s of the Purchaser/s

DATE OF ACKNOWLEDGEMENT

/2025

1. FINANCIAL MATTERS

1.1 Land subject to a mortgage – not applicable.

1.2 Any Charge

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

1.3 Rates, taxes, charges or other similar outgoings

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

- (a) Their total does not exceed
- (b) Are contained in the attached certificate(s).
- (c) There are no charges or outgoings for which the Purchaser may become liable as a consequence of the sale and which the Vendor might reasonably be expected to have knowledge of, which are not included in items 1.3 (a), (b) or (c) above; other than any amounts specified as follows: Nil.

1.4 Terms Contract – 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 2.1 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.

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

3. LAND USE

3.1 Easement, covenant or other similar restriction affecting the land

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): None to the vendor's knowledge.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or other similar restrictions are: None to the vendor's knowledge.

3.2 **Designated bushfire prone area**

The land is **not** in a designated bushfire prone area within the meaning of the regulations made under the *Building Act 1993*.

3.3 Road Access – There is access to the property by road.

3.4 Planning scheme

The name, the Responsible Authority, the zoning of the land and the names of the planning overlays are contained in the attached Planning certificate.

4. NOTICES

4.1 Notice, order, declaration, report or recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the Vendor might reasonably be expected to have knowledge: are contained in the attached certificates and/or statements.

4.2 Agricultural purposes

To the vendor's knowledge there are no notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

4.3 Land acquisition

Particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows: Not applicable

5. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC") DETAILS

5.1 Work-in-kind agreement

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

None to the vendor's knowledge

5.2 GAIC recording

None to the vendor's knowledge

6. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years in relation to a building on the land: None to the vendor's knowledge.

7. SERVICES

	following services are not connected to the land (mark items \boxtimes which are not sected to the land):
	electricity supply
	<u> </u>
\boxtimes	gas supply
\boxtimes	water supply
\boxtimes	sewerage
\boxtimes	telephone services

8. OWNERS CORPORATION

Applies if the land is affected by an owner's corporation within the meaning of the *Owners Corporation Act 2006*. Not applicable..

9. TITLE

Copies of the following documents are attached:

Registered Title (Transfer of Land Act 1958)

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

10. DUE DILIGENCE CHECKLIST

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

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

11. ATTACHMENTS

- 11.1 Register Search Statement Volume 4345 Folio 827.
- 11.2 Title Plan TP249424R.
- 11.3 Planning Property Report.
- 11.4 Colac Otway Shire Council Land Information certificate
- 11.5 Barwon Water Information Statement.
- 11.6 State Revenue Office Property Clearance Certificate Land Tax.
- 11.7 State Revenue Office Property Clearance Certificate Commercial and Industrial Property Tax.
- 11.8 State Revenue Office Property Clearance Certificate Windfall Gains Tax.
- 11.9 Planning Certificate.
- 11.10 Vic Roads Property Certificate.
- 11.11 Colac Otway Shire Council Building Regulation Certificate.
- 11.12 Due Diligence Checklist.

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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 04345 FOLIO 827

Security no : 124125285448T Produced 12/06/2025 03:05 PM

LAND DESCRIPTION

Lot 1 on Title Plan 249424R.

PARENT TITLE Volume 01612 Folio 271

Created by instrument 951883 16/07/1920

REGISTERED PROPRIETOR

Estate Fee Simple Sole Proprietor

ROSS PATTERSON CAMPBELL of 21 BELMONT AVENUE KEW VIC 3101 AR454947F 14/09/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX975335F 08/05/2024 WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE TP249424R FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 48 SKENE STREET BIRREGURRA VIC 3242

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION Effective from 08/05/2024

DOCUMENT END

Delivered from the LANDATA® System by Dye & Durham Solutions Pty Ltd

¥ (4 .

Delivered by LANDATA®, timestamp 12/06/2025 15:56 Page 1 of 1

© State of Victoria, This publication is copyright, No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement, The information is only valid at the time and in the form obtained from the LANDATA® System, None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure

Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

TITLE PLAN

Location of Land

Notations

Notations

Notations

Notations

Notations

Notations

Description of Land / Easement Information

Depth Limitation:

MIL

THIS PLAN HAS BEEN PREPARED
FOR THE LAND REGISTRY, LAND
VICTORIA, FOR TITLE DIAGRAM
PURPOSES AS PART OF THE LAND
TITLES AUTOMATION PROJECT
COMPILED: 15/12/1999

VERIFIED: BE

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

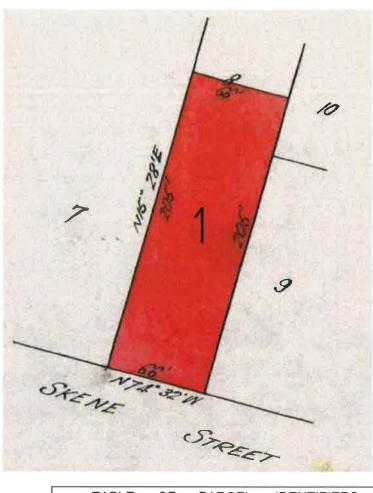


TABLE OF PARCEL IDENTIFIERS

WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962

PARCEL 1 = CA 8 (PT)

 LENGTHS ARE IN
 Metres = 0,3048 x Feet

 FEET & INCHES
 Metres = 0,201168 x Links

Sheet 1 of 1 sheets



Department of Transport and Planning

From www.planning.vic.gov.au at 12 June 2025 02:56 PM

PROPERTY DETAILS

Address: **48 SKENE STREET BIRREGURRA 3242**

Lot and Plan Number: Lot 1 TP249424

Standard Parcel Identifier (SPI): 1\TP249424

Local Government Area (Council): COLAC OTWAY www.colacotway.vic.gov.au

Council Property Number: 24253

Planning Scheme: **Colac Otway** Planning Scheme - Colac Otway

Directory Reference: Vicroads 521 N8

UTILITIES STATE ELECTORATES

Rural Water Corporation: Southern Rural Water Legislative Council: **WESTERN VICTORIA**

Urban Water Corporation: Barwon Water Legislative Assembly: **POLWARTH**

Melbourne Water: Outside drainage boundary

Power Distributor: POWERCOR OTHER

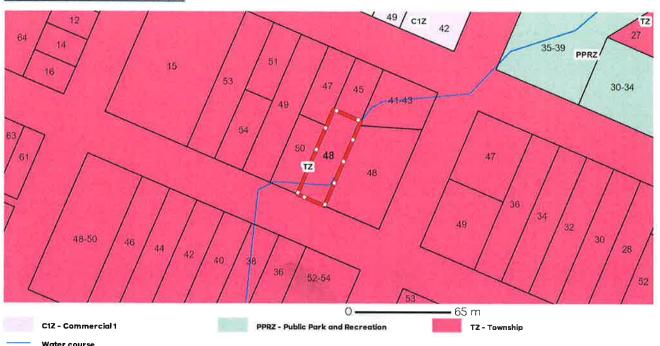
Registered Aboriginal Party: Eastern Maar Aboriginal

Corporation View location in VicPlan

Planning Zones

TOWNSHIP ZONE (TZ)

SCHEDULE TO THE TOWNSHIP ZONE (TZ)



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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at https://www.delyo.yc.up/yau/disclaimer

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

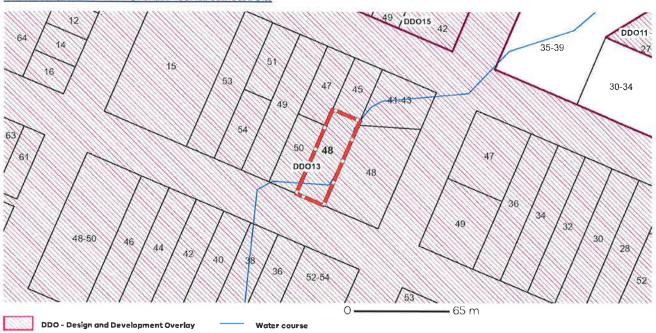


Department of Transport and Planning

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

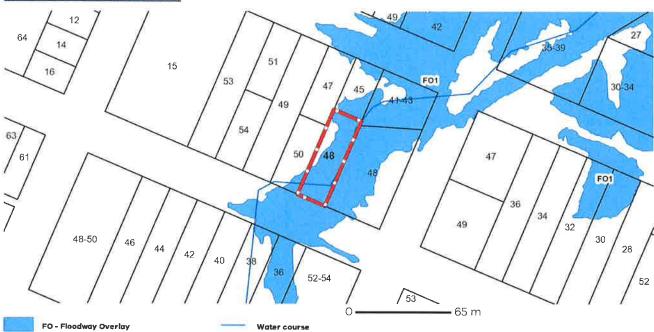
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 13 (DDO13)



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

FLOODWAY OVERLAY (FO)

FLOODWAY OVERLAY - SCHEDULE 1 (FO1)



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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the sontent. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at https://www.delwp.vic.gov.autisclaimer

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.).

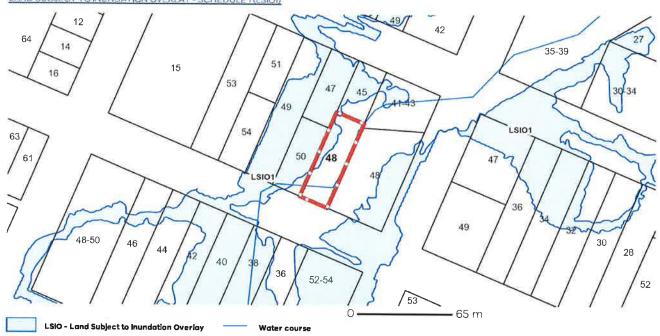


Department of Transport and Planning

Planning Overlays



LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 1 (LSIOI)



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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 3 (VPO3)



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

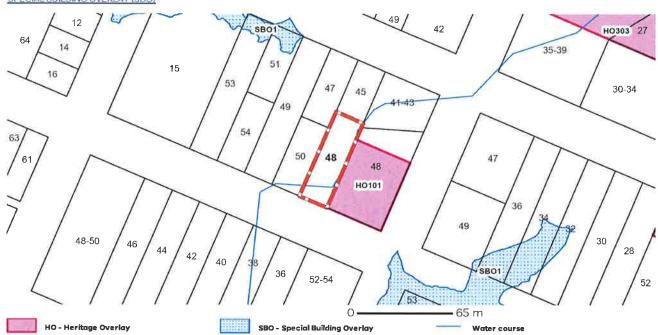
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

SPECIAL BUILDING OVERLAY (SBO)



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

Further Planning Information

Planning scheme data last updated on.

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

This report is NOT a Planning Certificate issued pursuant to Section 199 of the Planning and Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may 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.maps.vic.gov.au/vicplan

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any Irability to any person for the information provided.

Read the full disclaimer at https://www.delan.vic.gov.au/disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1967 (vic.)



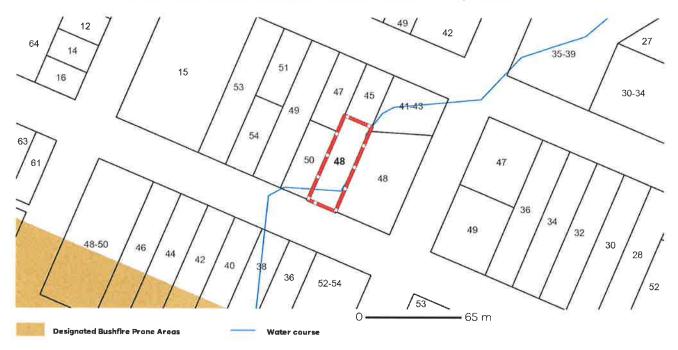
Department of Transport and Planning

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://mapsharevic.gov.ou/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 $\underline{https://www.planning.vic.gov.au.}$

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

Native Vegetation

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

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

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

Copyright D - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to Disclaimer: This content is provided for information purposes crivi-ary person for the information provided. Read the full disclaimer at https://www.delvin.vic.gov.gu/disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1967 (Vic)

LAND INFORMATION CERTIFICATE

(Issued pursuant to Section 229 Local Government Act 1989)

CERTIFICATE NO: 18004

DATE ISSUED:

13/06/2025

YOUR REF NO:

77080592-012-3



ABN: 32 430 819 755 PO Box 283, Colac VIC 3250 Phone: 03 5232 9400

Email: inq@colacotway.vic.gov.au

RATING YEAR 1 JULY 2024 TO 30 JUNE 2025

PROPERTY DETAILS

PROPERTY NO:	24253				
LOCATION:	48 Skene Street BIRREGURRA 3242				
PROPERTY DESCRIPTION:	Lot: 1 TP: 249424 V/F: 4345/827				
PARISH:	Birregurra LAND AREA: 0.1257 Hectares				
AVPC CODE:	100 – Vacant Residential Dwelling Site/Surveyed Lot				

VALUATION DETAILS

SITE VALUE:	\$380,000
CAPITAL IMPROVED VALUE:	\$380,000
NET ANNUAL VALUE:	\$19,000
VALUATION DATE:	01/01/2024
OPERATIONAL DATE:	01/07/2024

RATE CHARGES AND OTHER MONIES

Rates declared to by Council on 26 June 2024

See reverse for more information

RATES	Year State of the
Residential - BOS	\$834.86
Municipal Charge	\$210.00
FSPL - Residential	\$33.06
Residential Fire Fixed Charge	\$132.00
Current Year Rates and Charges:	\$1,209.92
ADJUSTMENTS	
Rate Arrears to and interest brought forward from 2023/2024	\$0.00
Interest on arrears from 1/07/2024	\$0.00
Less Pensioner Rebates:	\$0.00
Less Payments:	-\$1,209.92
Other Adjustments:	\$0.00
Rates Balance Outstanding:	\$0.00
PROPERTY DEBTS	
SPECIAL RATES AND CHARGES	
nil	
Other Debtor Amounts	
TOTAL RATES, CHARGES AND OTHER MONIES OUTSTANDING	\$0.00

FURTHER INFORMATION:

Rating Category May Change if Property Used for Holiday Accommodation Purposes

The purchaser is advised that the property shown on this Land Information Certificate is currently rated as a "Residential" property on the basis it is used for residential purposes.

Some houses within the Shire are used for the purpose of providing short term holiday accommodation for tourists in addition to private use by the owners. If this property is to be used in this manner, it is possible the property will be re-categorized for rating purposes to be rated as a "Holiday Accommodation" property.

The rate in the dollar charged for this category is higher than that for a "Residential" property. Revenue raised from the "Holiday Accommodation" rating category is used to fund Council's tourism related expenditure. The purchasers are advised they should provide written advice after purchase of how they intend to use the property.

IMPORTANT INFORMATION

WHAT THIS CERTIFICATE PROVIDES

This Certificate provides information regarding valuations, rates, charges, other moneys owing and any orders and notices made under the Local Government (Miscellaneous) Act 1958, Local Government Act 1989 or under a local law or by-law of the Council on property prescribed above for the year ending 30th June 2025.

This certificate does <u>not</u> provide information regarding the following matters that is available from the Council Departments or relevant authorities as indicated:-

Planning Zones, Flood Levels, Landfill or Landslips	available from Landata at www.landata.vic.gov.au		
Purpose for which property may be used	available from Council's Planning Department		
Building works approved, Permits Issued	available from Council's Building Department		
Health Department Orders issued	available from Council's Health Department		
Water & Waste functions	available from the Relevant Water Authority		
Service Easements	available from authorities or title search		

Please note a fee may be applicable for this information

CURRENCY OF CERTIFICATE

Information provided in this certificate is correct at the date of issue. Applicants should confirm details provided in the certificate with Council's Rates Department prior to settlement date.

I certify that as at 13/06/2025 the information given in this certificate is a true and correct disclosure of the rates and other monies and interest payable to the COLAC OTWAY SHIRE as required under the Local Government Act 1989.

Fee Payable \$29.70

YOUR REF NO: 77080592-012-3

APPLICANT: Secure Electronic Registries Victoria Pty Ltd

PO Box 500

EAST MELBOURNE VIC 8002

Jan Coventry

AUTHORISED OFFICER

Jan Coventry

BPay Details for Rates Payments:

Biller Code: 22400

Biller Reference: 0000 2425 35



Information Statement Part A

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

INSTALLATION NUMBER.

18241519

APPLICATION NUMBER: 495902

DATE:

13/06/2025

PROPERTY ADDRESS:

SKENE ST. BIRREGURRA, VIC 3242

YOUR REFERENCE:

03480713

OWNER:

R P Campbell

COMMENTS:

Comments

The following service charges are applicable for the abovenamed property for the period 01/04/2025 to 30/06/2025. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

Value	GST	Price
36.74	0.00	36.74
\$ 36.74	0.00	36.74
\$	36.74	36.74 0.00

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

Charges Due & Payable

	Value	GST	Price
Water Service Charge	36.74	0.00	36.74
TOTAL DUE	\$ 36.74	0.00	36.74

Important Information

Account Not Yet Issued For Service And Volume Charges.

Henderson & Ball (LV) C/- GXS

The water meter for this property was last read on 19/03/2025. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via Property enquiry application or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

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

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

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

* PLEASE NOTE:

Verbal confirmation will not be given after 12/08/2025. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 12/08/2025 and a fee will be payable.

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

Manager Customer Centre

Ref Code: 6900 0001 0015 9563 9



Information Statement Part B

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

13-06-2025

Henderson & Ball (LV) C/- GXS Two Melbourne Quarter, Level 13, 697 Collins Street Docklands

Property: 48 SKENE STREET BIRREGURRA 3242

I refer to your application received at this office on 12/06/2025. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

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

Our Ref: EC495902 Your Ref: 03480713

Agent Ref: 77080592-021-5

Property Clearance Certificate

Land Tax



HENDERSON & BALL (LV)

Your Reference:

LD:77080592-009-3.03480713

Certificate No:

91751696

Issue Date:

12 JUN 2025

Enquiries:

ESYSPROD

Land Address:

48 SKENE STREET BIRREGURRA VIC 3242

Land Id 36545959 Lot

Plan 249424 Volume 4345 Folio 827 Tax Payable

\$0.00

Vendor:

ROSS CAMPBELL

Purchaser:

NOT KNOWN

Current Land Tax

Year Taxable Value (SV) Proportional Tax

Penalty/Interest

Total

MR ROSS PATTERSON CAMPBELL

2025

\$380,000

\$5,821.64

\$0.00

\$0.00

Comments:

Land Tax of \$5,821.64 has been assessed for 2025, an amount of \$5,821.64 has been paid.

Current Vacant Residential Land Tax

Year Taxable Value (CIV)

Tax Liability Penalty/Interest

Total

Comments:

Arrears of Land Tax

Year

Proportional Tax Penalty/Interest

Total

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

Paul Broderick

Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):

\$380,000

SITE VALUE (SV):

\$380,000

\$0.00

CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX

CHARGE:



Notes to Certificate - Land Tax

Certificate No: 91751696

Power to issue Certificate

 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

 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 = \$1.590.00

Taxable Value = \$380,000

Calculated as \$1,350 plus (\$380,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,800.00

Taxable Value = \$380,000

Calculated as \$380,000 multiplied by 1.000%.

Land Tax - Payment Options

ВРАУ

Biller Code: 5249 Ref: 91751696

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



Property Clearance Certificate





HENDERSON & BALL (LV)

Your Reference:

LD:77080592-009-3.03480713

Certificate No:

91751696

Issue Date:

12 JUN 2025

Enquires:

ESYSPROD

Land Address:

48 SKENE STREET BIRREGURRA VIC 3242

Land Id 36545959 Lot

Plan 249424

Volume 4345

Folio 827

Tax Payable

\$0.00

AVPCC

Date of entry

into reform

Entry Date land becomes Comment

N/A

CIPT taxable land

100

N/A

interest N/A

The AVPCC allocated to the land is not a qualifying

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:

\$380,000

SITE VALUE:

\$380,000

CURRENT CIPT CHARGE:

\$0.00





Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91751696

Power to issue Certificate

 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

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)

- 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

 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

 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



HENDERSON & BALL (LV)

Your Reference: LD:77080592-009-3.03480713

Certificate No: 91751696

Issue Date: 12 JUN 2025

Land Address: 48 SKENE STREET BIRREGURRA VIC 3242

Lot Plan Volume Folio 249424 4345 827

Vendor: **ROSS CAMPBELL**

Purchaser: **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.

\$0.00

CURRENT WINDFALL GAINS TAX CHARGE:

Paul Broderick

Notes to Certificate - Windfall Gains Tax

Certificate No:

91751696

Power to issue Certificate

 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.
- 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

 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

- 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: 91751693

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: 91751693

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.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1147182

APPLICANT'S NAME & ADDRESS

HENDERSON & BALL (LV) C/- GXS

DOCKLANDS

VENDOR

CAMPBELL, ROSS PATTERSON

PURCHASER

KNOWN, NOT YET

REFERENCE

03480713

This certificate is issued for:

LOT 1 PLAN TP249424 ALSO KNOWN AS 48 SKENE STREET BIRREGURRA COLAC OTWAY SHIRE

The land is covered by the:

COLAC OTWAY PLANNING SCHEME

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

The land:

- is included in a TOWNSHIP ZONE

- is within a FLOODWAY OVERLAY - SCHEDULE 1

and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 13 and a VEGETATION PROTECTION OVERLAY - SCHEDULE 3 and a LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :

(http://planningschemes.dpcd.vic.gov.au/schemes/colacotway)

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

12 June 2025 Sonya Kilkenny Minister for Planning

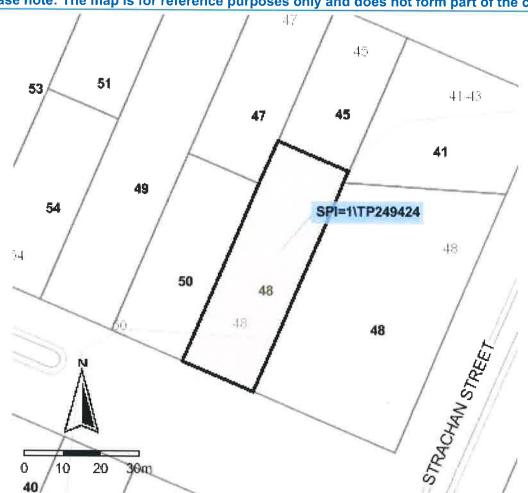


The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

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.



Copyright @ State Government of Victoria. Service provided by maps.land.vic.gov.a

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.



ROADS PROPERTY CERTIFICATE

The search results are as follows:

Henderson & Ball (LV) Level 1 5 Wellington Street KEW 3101

Client Reference: 03480713

NO PROPOSALS. As at the 13th June 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by $LANDATA^{\odot}$.

48 SKENE STREET, BIRREGURRA 3242 SHIRE OF COLAC-OTWAY

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

Date of issue: 13th June 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77080592 - 77080592155319 '03480713'

VicRoads Page 1 of 1



Our Ref: 22808

Your Ref: 77080592-013-0 Contact: Building Services

Secure Electronic Registries Victoria Pty Ltd PO Box 500 EAST MELBOURNE VIC 8002 13 June 2025

Certificate No: 8980

Dear Sir/Madam,

Property: 48 Skene Street BIRREGURRA

In reply to your request for building / land information relating to the above address, the following information is provided under the Building Regulations 2018 - Regulation 51(1):

- (a) Details of any permit (building permit or occupancy permit) or certificate of final inspection issued in the preceding 10 years **No**
- (b) Details of any current determination made under Regulation 64(1) (combined allotment) or exemption granted under Regulation 231(2) (subdivision) **No**
- (c) Details of any current building notice or building order (includes emergency order, building order general, building order minor work, building order to stop work) issued by the relevant building surveyor under the Building Act 1993 **No**

Yours faithfully,

Planning and Building Administration Team Colac Otway Shire











Note:

- Information provided pursuant to Building Regulation 51(1) relates to Building Act 1993 and Building Regulations 2018 legislation only. Other certificates, permits, notices, orders and/or enforcement activities, under other legislation may be applicable to this building / land.
- 2. The absence of a certificate of final inspection or occupancy permit related to a building permit may mean building work is unfinalised.
- 3. The carrying out of un-exempt building work without a building permit is an offence against the Building Act 1993. Please contact Council's Building Department on 03 5232 9400 to discuss building permit requirements.
- Occupation of a building in contravention of a building permit or current occupancy permit is an offence against the Building Act 1993.

Definitions:

Permits/Certificates – Any Building Permits, Final Certificates or Occupancy Permits issued within the last 10 years for any works carried out on the property

Combined Allotment/Subdivision – A Combined Allotment is where two or more allotments are treated as one allotment. A Building Surveyor may issue a Subdivision Statement where an existing building is subdivided and the surveyor determines it is exempt from conforming with the subdivision regulations.

Notice/Order/Certificate – A Building Notice or Order may be issued on a property for works carried out without a relevant Building Permit or in contravention to a Building Permit.

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.

(04/10/2016)



Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

VENDOR STATEMENT

TO THE PURCHASER OF REAL ESTATE **PURSUANT TO SECTION 32 OF THE** SALE OF LAND ACT 1962 (VIC) ("the Act") as at 1 October 2014

LAND

48 Skene Street, Birregurra 3242

The vendors make this statement in respect of the land in accordance with section 32 of the Sale of Land Act 1962

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

VENDOR

ROSS PATTERSON CAMPBELL

Signature of the Vendor

for langue

R P Campbell

DATE OF THIS STATEMENT / /2025

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

PURCHASER/S

Signature/s of the Purchaser/s

DATE OF ACKNOWLEDGEMENT