



Merton Lawyers

Contract of Sale of Real Estate and Section 32 Vendor Statement

4 Bolton Street, Moriac VIC 3240

Ref: 250708



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

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

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

State nature of authority, if applicable:

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

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

Print name(s) of person(s) signing: MARNEY ELIZABETH CURTIN

State nature of authority, if applicable:

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

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Particulars of sale

VENDOR'S ESTATE AGENT

HF Richardson Property Pty Ltd - Matt Poustie 5 Retreat Road, Newtown, VIC 3220		
	Mob: 0400 902 146	
Email: matt@hfrichardson.com.au;		

VENDOR

Marney Elizabeth Curtin

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Merton Lawyers 713 Glenferrie Road, Hawthorn VIC 3122 Correspondence to PO Box 2222, Hawthorn VIC 3122	
Tel: 03 9645 9500	Ref: 250708
Email: Sophie.collisson@mertonlawyers.com.au	

PURCHASER

Name:	
ABN/ACN:	
Address:	
Tel:	Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER:

Name:	
Address:	
Tel:	Ref:
Email:	

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 09543 Folio 828	7	144787

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **4 BOLTON STREET, MORIAC VIC 3240**

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

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature including the refrigerator, television in dining room and television in the main bedroom, tesla charger and 2x Enphase batteries.

Payment**Price**

\$

Deposit

\$

by / / of which \$ is due upon the purchaser signing the contract

Balance

\$

payable at settlement

Deposit bond

☐ ~~General condition 15 applies only if the box is checked~~

Bank guarantee

☐ ~~General condition 16 applies only if the box is checked~~

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
 - ☐ This sale is a sale of a 'going concern' if the box is checked
 - ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on / /20.....

Lease (general condition 5.1)

- ☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

- ☐ a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

- ☐ a residential tenancy for a fixed term ending on / /20.....

OR

- ☐ a periodic tenancy determinable by notice

~~Terms contract~~ (general condition 30)

- ☐ ~~This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)~~

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ Approval date: / /20.....

Building report

- ☐ General condition 21 applies only if the box is checked

Pest report

- ☐ General condition 22 applies only if the box is checked

Section 27 Enclosed (special condition 11)

- ☒ If this box is checked, the Section 27 Notice is enclosed with this Contract

Special conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

GC 23 – special condition

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

1. ACKNOWLEDGEMENT

- 1.1 The Purchaser acknowledges and agrees that prior to the payment of the deposit monies or any part thereof or the signing of this Contract of Sale (the “**Contract**”) or any other document legally binding the Purchaser in respect of this sale, the Purchaser was given by the Vendor or the Vendor’s agents or solicitors a statement in writing signed by the Vendor in accordance with section 32(2) of the Sale of Land Act 1962 (the “**Act**”) and a copy of this Contract.
- 1.2 Subsequent to the day of sale of this Contract, the Purchaser shall be responsible for complying with any notices, orders or other like requirement issued or served by any government or semi-government authority issued on the Land or the Property.

2. MEANING OF “BUSINESS DAY”

- 2.1 In this contract, except where context requires otherwise, “business day” means any day, beginning at 9:00am and concluding at 5:00pm (based on the relevant time zone in Victoria), except days that are:
- (a) a Saturday or Sunday; or
 - (b) any other day the whole or any part of which is observed as a public holiday throughout Victoria.
- 2.2 For the avoidance of doubt and without limitation or prejudice to the generality of Special Condition 2.1, any documents served in accordance with general condition 27 (including notices) that are served:
- (a) after 5:00pm on a day that would, if earlier in the day, otherwise be classified a business day;
 - (b) on a Saturday or Sunday; or
 - (c) on any other day the whole or any part of which is observed as a public holiday throughout Victoria are taken to be served on the next business day.
- 2.3 In this contract, “clear business day” has the same meaning as “business day” provided in Special Conditions 2.1 and 2.2 above.

3. STAMP DUTY – PURCHASERS BUYING UNEQUAL INTERESTS

- 3.1 If there is more than one Purchaser, it is the Purchaser’s responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Property (“the **Proportions**”).
- 3.2 If the Proportions recorded in the Transfer of Land differ from those recorded in this Contract, it is the Purchaser’s responsibility to pay any additional duty which may be assessed as a result of the variation.

- 3.3 The Purchaser fully indemnifies the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claim or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the Transfer of Land differing from those in this Contract.
- 3.4 This Special Condition will not merge on settlement.

4. NOMINATION

A nomination under General Condition 4 must be in writing and executed by the named Purchaser and the substitute or additional Purchaser and must be accompanied by a copy of any documents required by the Vendor for taxation purposes (including a statutory declaration for stamp duty purposes). The nomination must be received by the Vendor at least ten (10) business days prior to the settlement date. The Purchaser must pay the Vendor's legal fees of this nomination being a fixed fee of \$500 plus GST. The Purchaser is only entitled to a maximum of one (1) nomination.

5. ADJUSTMENTS

- 5.1 Notwithstanding General Condition 23, the Purchaser is not and will not become liable to pay any amount in respect of a liability arising under the *Windfall Gains Tax Act 2021* (Vic).
- 5.2 If the day of sale is on or after 1 January 2024 and:
- (a) the Price is less than the "Threshold Amount" as defined in sections 10G and 10I of the Act, the Purchaser shall not be liable to pay any amount in respect of Land Tax under the *Land Tax Act 2005* (Vic); and
 - (b) the Price is equal to or greater than the "Threshold Amount" as defined in sections 10G and 10I of the Act, the Purchaser shall be liable to pay an amount in respect of Land Tax determined in accordance with the *Land Tax Act 2005* (Vic) apportioned between the Vendor and Purchaser on a single holding basis and adjusted at Settlement.

6. CHANGE OF SETTLEMENT DATE

If the settlement date is rescheduled for any reason caused or contributed to by the Purchaser (whether in default or otherwise), the Purchaser must pay the Vendor's legal fees of this rescheduling being a fixed fee of \$250 plus GST for each rescheduling of the settlement date.

7. IMPROVEMENTS

- 7.1 The Vendor makes no warranties that the improvements erected on the land or property or any alterations or additions thereto comply with the *Building Act 1993* (the "**Building Act**") or any associated regulations or repealed laws under which the building or buildings were constructed or the requirements of any municipality thereunder. The Purchaser shall not make any requisition or objection or claim any compensation in respect of any non-compliance with the Building Act and shall not call upon the Vendor to bear all or any part of the cost of complying with same.
- 7.2 Save as is otherwise expressly provided in this Contract, the Purchaser acknowledges that they are purchasing the property and the building or buildings erected thereupon in their present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property or the building or buildings thereupon.

8. CONDITION OF PROPERTY AND CHATTELS

- 8.1 The land and the materials of which the improvements erected on the land are constructed and all the fixtures, furnishings and chattels (if any) included in and forming part of this sale (the "**fixtures, furnishings and chattels**") are being purchased in their present condition and state of repair and with all faults and defects (apparent or latent).
- 8.2 The Vendor has not, nor has anyone on the Vendor's behalf, made any representations or warranties:

- (a) as to the condition or state of repair of the land and the buildings thereon or as to the material of which the improvements erected on the land are constructed or of the fixtures, furnishings and chattels;
- (b) as to the fitness for any particular purpose of the whole or any part of the land or of the fixtures, furnishings and chattels;
- (c) that the improvements on the land or any alterations, extensions, or additions to the property comply with the *Building Regulations 2018* (Vic) ("**Building Regulations**"), or any law, regulation, scheme, by-law or other requirement, statutory or otherwise, of any regulatory body, including the Local Municipal Council or any other Statutory Authority; or
- (d) the use to which the land may be put, other than as expressly set out in this Contract.

8.3 Where there is a swimming pool and/or spa on the property:

- (a) the Vendor makes no representations or warranties that the swimming pool or spa on the property complies with any requirements under the Building Regulations or any law, regulation, scheme, by-law or other requirement, statutory or otherwise, of any regulatory body, including the Local Municipal Council or any other Statutory Authority; and
- (b) the Purchaser must make all necessary enquiries with the Local Municipal Council or any other Statutory Authority or regulatory body with respect to any swimming pool or spa on the property and comply with any requirements and bear any costs of compliance.
- (c) The purchaser acknowledges there is a septic tank on the property, the Vendor makes no representations or warranties that the septic tank complies with any requirements, regulations or any law, regulation, scheme, by-law or other requirement, statutory or otherwise, of any regulatory body, including the Local Municipal Council or any other Statutory Authority; and
- (d) the Purchaser must make all necessary enquiries with any other Statutory Authority or regulatory body with respect to any septic tank on the property and comply with any requirements and bear any costs of compliance.

8.4 The Purchaser agrees not to make any requisitions or claim any compensation for any alleged non-compliance with the items specified in Special Conditions 8.2 and 8.3, or to call upon the Vendor to comply with these items or bear all or any part of the costs of compliance with these items.

8.5 The Purchaser shall not be entitled to require the Vendor to effect any work or repairs to the land, the fixtures, furnishings and fittings, and improvements erected on the land prior to or after the settlement date.

8.6 Any alleged non-compliance by the Vendor with the Building Regulations or any law, regulation, scheme, by-law or other requirement, statutory or otherwise, of any regulatory body, including the Local Municipal Council or any other Statutory Authority, shall not constitute a defect in title nor shall it invalidate this contract.

9. IDENTITY OF LAND

9.1 Acknowledgement by Purchaser about the property

The Vendor makes no warranty or representation:

- (a) that the property as occupied is identical to the Land;
- (b) that the property complies with all or any laws applicable to the property and the requirements of any authority;

- (c) that the improvements are erected within the boundaries of the land; or
- (d) about the existing services (or any rights to use them, if any).

9.2 Limitation of Purchaser's rights

- (a) The Purchaser may not make any requisition or objection, claim compensation or refuse or delay payment of the purchase price as a consequence of:
 - (i) the Property as occupied not being identical to the land;
 - (ii) any failure to comply with a law applicable to the property or a requirement of any authority;
 - (iii) any improvements not being erected within the boundaries of the land; or
 - (iv) the existence, rights to use or failure of the services.
- (b) The Purchaser may not call upon the vendor to:
 - (i) amend title;
 - (ii) rectify any failure to comply with a law applicable to land or requirement of any authority;
 - (iii) relocate any improvements not erected within the boundaries of the land;
 - (iv) do any work to the property; or
 - (v) bear the cost of the items in Special Condition 9.2(b)(i) to (iv) above.

10. PLANNING SCHEMES AND REGULATIONS

- 10.1 The Purchaser purchases the Property subject to any restrictions imposed by the provisions of the relevant planning scheme, any planning permits or planning controls applicable to the Property.
- 10.2 Any restriction on the subdivision, development or use of the Property under any law, regulation, scheme, or by-law will not affect the validity of the contract or constitute a defect in the Vendor's title to the Property.
- 10.3 The Vendor makes no representation, warranty or otherwise that the existing use of the land is compliant with the relevant zoning, planning scheme, any planning permits, planning controls, any law, regulation, scheme or by-law.
- 10.4 The Purchaser acknowledges that it has satisfied itself about all approvals and consents for the purposes for which the Property may be used under any law, including any proposal which the Purchaser may have for the subdivision, development or use of the Property.
- 10.5 The Purchaser must not make any requisition, objection, claim or require any deduction or retention of the purchase price to be made in relation to any matters arising out of or in connection with the subdivision, development or use of the Property or any proposals which the Purchaser may have for the subdivision, development or use of the Property.
- 10.6 This Contract is not subject to or conditional upon any consent being obtained in order for the land to be used for any particular purpose.

11. DEPOSIT RELEASE

- 11.1 In the event the Purchaser is deemed by section 27(7) of the Act to have been given the deposit release authorisation referred to in section 27(1) of the Act, in the absence of any express written objections, the Purchaser is deemed to have accepted title to the property.

- 11.2 No term within this Contract of Sale, the General Conditions or the Special Conditions will be construed as a condition enuring for the benefit of the Purchaser.
- 11.3 If a notice from the Vendor compliant with section 27(3) of the Act is enclosed with this Contract of Sale the Purchaser acknowledges receipt of the notice under section 27(3) and is required to authorise the release of the deposit paid by the Purchaser to the Vendor immediately.
- 11.4 It is an Event of Default under this Contract for the Purchaser to fail to comply with this Special Condition 11 and the Vendor may, within its sole discretion, serve a Notice of Default upon the Purchaser for a failure to comply with this Special Condition 11 and subsequently terminate the Contract of Sale and retain the Deposit to the exclusion of the Purchaser plus any other loss and damage caused by this default.

12. DEFAULT

If the Purchaser defaults in payment of any moneys due under contract or fails to complete the purchase of the property by the due date or defaults in compliance with any other term or condition of this Contract, the Purchaser acknowledges that the Vendor will suffer losses and expenses which the Purchaser shall be required to pay (without limitation to any other rights of the Vendor) additional to the balance of the purchase money in accordance with the terms of this Contract, including but not limited to, the following:

- (a) penalty interest at the rate of 15% in lieu of the rate specified in General Condition 33 computed on the moneys due and unpaid during the period of default;
- (b) all expenses (without limitation) incurred by the Vendor as a result of such breach;
- (c) the Vendor's solicitors cost of preparing any default and/or rescission notice at a fixed fee of \$1,250 plus GST per notice;
- (d) the Vendor's solicitors cost of rescheduling settlement at a fixed fee of \$250 plus GST per rescheduled settlement;
- (e) the Vendor's solicitors' costs of and incidental to the preparation and service of any demand, notice or document and which costs are otherwise incurred in seeking repayment of any amount owed by Purchaser to the Vendor which is not paid when it is due (on a solicitor own client basis);
- (f) any other reasonably foreseeable loss, including:
 - (i) interest, charges and other expenses payable by the vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement;
 - (ii) all costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
 - (iii) accommodation and additional storage and removal expenses necessarily incurred by the vendor;
 - (iv) any additional legal costs and expenses occasioned by the default as between client and solicitor and client on an indemnity basis;
 - (v) penalty interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business, or any other transaction reliant on the funds from the settlement proceeds of the property; and
 - (vi) all commissions, fees and advertising expenses payable to the vendor's appointed real estate agent or other representatives in relation to the sale of the property.

- (g) until payment in full, the remainder of the Purchase Price shall be varied by the addition of the amounts in this special condition and interest in accordance with this Contract shall be payable on those amounts.

13. SALE BY AUCTION

If the property is offered for sale by public auction, subject to the Vendor's reserve price The Rules for the conduct of the auction shall be in accordance with the *Sale of Land Act 1962* and the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by the regulation which modify or replace those rules.

14. GST

- 14.1 Notwithstanding any provision to the contrary in General Condition 19, the Purchaser hereby indemnifies the Vendor in respect of any GST arising from the Contract of Sale which the Vendor becomes liable to pay whether prior to or following Settlement.
- 14.2 If the Vendor becomes liable for GST under this Contract, then the balance otherwise payable by the Purchaser shall be increased by the same amount.
- 14.3 In the event the Vendor becomes liable to pay GST under this Contract following Settlement, the Purchaser must pay an amount in respect of the GST to the Vendor within 30 days of receiving a tax invoice from the Vendor.
- 14.4 This clause shall not merge on completion of this Contract.

15. DATE OF FINAL SETTLEMENT (CHRISTMAS AND NEW YEAR HOLIDAY PERIOD)

- 15.1 Notwithstanding any other provisions of this contract, if settlement has not taken place on or before 17 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January of the following calendar year.
- 15.2 Neither party may issue a Default Notice on the other party between 17 December in the calendar year in which settlement is set, and 15 January of the following calendar year, or make any objection, requisition, or claim for compensation, arising from or in connection with the failure to complete settlement under Special Condition 15.1.

16. FOREIGN INVESTMENT POLICY

- 16.1 In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract, the Purchaser hereby warrants that it has, where required by law, obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding, or in the case of the Treasurer has received a statement of non-objection by the Treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part II of the *Foreign Acquisitions and Takeovers Act 1975*.
- 16.2 The Purchaser further acknowledges that in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this contract including any consequential loss.

17. ELECTRONIC SIGNATURES

- 17.1 In the event the Purchaser has executed this Contract electronically, in accordance with the meaning provided by General Condition 1, the Purchaser must make payment of the full deposit amount to the Vendor's real estate agent or solicitor contemporaneously with the execution of this Contract.
- 17.2 Should the Purchaser fail to make payment in accordance with Special Condition 17.1, the Purchaser will complete a Verification of Identity in accordance with the *ARNECC Model Participation Guidance Note #2 – Verification of Identity* and provide the Verification of Identity to the Vendor within 1 Business Day of the day of sale, whichever is the later.

- 17.3 It is an Event of Default under this Contract for the Purchaser to fail to comply with Special Condition 17.1 or 17.2 and the Vendor may, within its sole discretion, serve a Notice of Default upon the Purchaser for a failure to comply with this Special Condition 17 and subsequently terminate the Contract of Sale and retain the Deposit to the exclusion of the Purchaser plus any other loss and damage caused by this default.
- 17.4 No matter in this Special Condition 17 provides a purported purchaser with any right of termination of the Contract of Sale.

18. MODIFICATIONS TO GENERAL CONDITIONS

The parties acknowledge and agree that the General Conditions shall be amended as set out herein:

- (a) the warranties contained in General Conditions 6.1, 6.3 and 6.4 shall be read subject to these Special Conditions;
- (b) The following General Condition 14.12 is added:

“Where the Purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the Purchaser is also deemed to have accepted title in the absence of any prior express objection to title.”
- (c) General Conditions 6.6, 9, 12, 15, 16, 23.2(b), 23.2(c), 31.2, 31.4, 31.5 and 31.6 are deleted.
- (d) General Condition 4 is modified by Special Condition 4.
- (e) General Condition 23.1 is modified by Special Condition 5.

19. INCONSISTENCY

In the event of inconsistency between these Special Condition and the General Conditions, the terms of these Special Conditions shall prevail to the extent of the inconsistency.

20. PURCHASER'S INVESTIGATIONS

- 20.1 The Purchaser acknowledges the following with respect to information provided by the Vendor:
- (a) that no information, representation or warranty provided or made by the Vendor, the Vendor's agent or the Vendor's solicitor was provided or made with the intention or knowledge that it would be relied upon by the Purchaser;
 - (b) that no information, representation or warrant has been relied upon;
 - (c) that the Purchaser relies only on the Purchaser's inspection, and searches and inquired in connection with the property.

21. ENTIRE CONTRACT

- 21.1 This Contract sets out all the terms and conditions of this sale and any statement, promise, condition, representation or warranty whether relating to or leading up to this sale or otherwise which is not set out or expressly referred to herein or in the Vendor Statement and which may have been made by the Vendor or any person acting on behalf of the Vendor are expressly negated and withdrawn.
- 21.2 The Purchaser acknowledges and agrees that there is no other contract, agreement or collateral warranty subsisting at the time of signing this Contract whether relating to the land or the purchase thereof by the Purchaser or otherwise.
- 21.3 This condition operates for the benefit of the Vendor and the Vendor's agents and solicitors and their respective employees, agents and contractors.

- 21.4 It is agreed between the parties hereto that throughout this Contract unless the context so requires, words importing the singular shall include the plural and vice versa and words referring to any one are included in the term "Purchaser" their covenants hereunder shall be joint as well as several.

22. GUARANTEE

- 22.1 Where the Purchaser is a corporation (other than a corporation listed on the Australian Securities Exchange) then each person who signs this Contract on behalf of that corporation:
- (a) shall be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if that person had signed as the Purchaser;
 - (b) shall procure at the time of signing this Contract the execution by all directors of the Purchaser of the Guarantee and Indemnity contained at Special Condition 22.
- 22.2 In the event that a corporation is nominated in accordance with Special Condition 4, the directors of the nominated Purchaser must execute the Guarantee and Indemnity contained in this Contract and provide this to the Vendor at the same time as the nomination is provided.
- 22.3 A failure to comply with this clause constitutes a default by the Purchaser under this Contract.
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General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. 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.

13. GENERAL LAW LAND

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

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 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.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

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

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

19. GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

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

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

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

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

19.7 In this general condition:

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

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

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

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

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

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

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

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

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

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE AND INDEMNITY

I/We.....of.....
and.....of.....
being the **Sole Director / Directors** of
ACN

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

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this day of 20.....

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

in the presence of:) Director 1 (Sign)
)
Witness.....)

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

in the presence of:) Director 2 (Sign)
)
Witness.....)

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land

4 Bolton Street, Moriac 3240

Vendor's name

Marney Elizabeth Curtin

Date
/ /

**Vendor's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

1 FINANCIAL MATTERS

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

- (a) Are contained in the attached certificate/s.

The amount of any rates, taxes, charges or outgoings for which the purchaser may become liable in consequence of the purchase of the property, and which the vendor might reasonably be expected to have the knowledge of, are as follows:

The vendor is not aware of any such amounts save for:

- (a) the foregoing rates, taxes, charges or outgoings (the adjustment of which between the vendor and purchaser will be made in accordance with the contract of sale) and any subsequent supplementary assessments which may issue thereof;
- (b) land tax or additional land tax (as the case may be) depending on how much other land the purchaser owns;

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

Are contained in the attached certificate/s.

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☒ No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR ☒ Not applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Are contained in the attached certificate or statement, otherwise not applicable.

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is as follows:

As set out in the attached copies of title documents and where relevant, the attached copy statement under section 158 of the Water Act 1989 (Vic).
The purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, telephone cables and underground gas pipes, if any, laid outside registered easements, or which are not registered against the title documents.

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

Are contained in the attached certificate(s), otherwise none to the vendors knowledge. However, the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

3.2. Road Access

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

☐

3.3. Designated Bushfire Prone Area

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

☐

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Are as follows:

Are contained in the attached certificate(s), otherwise none to the vendors knowledge. However, the Vendor has no means of knowing all decisions (including any proposed Owners Corporation or Service Company charges) of the relevant authorities unless such decisions have been communicated to the Vendor.

4.2. Agricultural Chemicals

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

Are contained in the attached certificate(s), otherwise none to the vendors knowledge. However, the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

4.3. Compulsory Acquisition

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

Are contained in the attached certificate(s), otherwise none to the vendors knowledge. However, the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

5 BUILDING PERMITS

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

Are contained in the attached certificate.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

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

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

- Register Search Statement (Copy of Title) Volume 09543 Folio 828
- Plan No. 144787
- Surf Coast Shire City Council - Land Information Certificate
- Barwon Region Water - Water Information Statement
- State Revenue Office - Land Tax Certificate
- Surf Coast Shire – Building Approval 326 (1) Certificate
- Department of Environment, Land, Water & Planning (DELWP) – Planning Certificate
- Department of Environment, Land, Water & Planning (DELWP) – Designated Bushfire Prone Area(s) & Planning Report
- Environment Protection Authority (EPA) Extract of Priority Sites Register
- Vicroads Certificate
- Due Diligence Checklist

Due diligence checklist.

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.

(04/10/2016)

**DEPOSIT STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT 1962 ("the Act")**

VENDOR: **MARNEY ELIZABETH CURTIN**

PROPERTY: **4 Bolton Street, Moriac**

1. Particulars of the Mortgage(s) to which the Property is now subject-

1.1 \$822,000 is the amount secured by the mortgage.

\$822,000 is the amount now required to discharge the mortgage (as defined in the Act), which amount includes any outstanding rates, taxes or charges due to any statutory body, or any other charge or lien for money or monies worth.

1.2 The Mortgage provides for further advances.

1.3 5.24% p.a. is the lower rate of interest payable under the Mortgage
(and default rate is 7.24% p.a.).

1.4 22/10/2047 is the date by which amount secured by the Mortgage is to be repaid (unless the lender demands early repayment upon any breach of its conditions).

1.5 Under the Mortgage, instalments of \$4,801.53 must be made at Monthly intervals.

1.6 The Vendor is not in default under the Mortgage.

1.7 The Mortgage lender is Australia and New Zealand Banking Group Limited.

1.8 The Mortgage lender has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.

2. There is no Caveat lodged against the title to the property under the Transfer of Land Act 1958.

DATE OF THIS STATEMENT: 19 October 2025 | 11:21 PM PDT
/ 2025

Signature of the Vendor

DocuSigned by:

EB5A83434E3146C...

ACKNOWLEDGMENT OF RECEIPT OF INFORMATION

The Purchaser hereby acknowledges receipt of a copy of this Statement.

DATE OF RECEIPT: / / 2025

Signature of the Purchaser

RELEASE OF THE DEPOSIT BY THE PURCHASER

1. The Purchaser is satisfied that –
 - (a) the above particulars provided by the Vendor is accurate.
 - (b) the particulars indicate that the purchase price is sufficient to discharge all mortgages over the Property.
 - (c) the contract is not subject to any condition enuring for the benefit of the Purchaser.
2. The Purchaser is deemed to have accepted title.

DATE OF THIS RELEASE: / / 2025

Signature of the Purchaser

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

Page 1 of 1

VOLUME 09543 FOLIO 828

Security no : 124127232182D
Produced 18/08/2025 02:11 PM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 144787.
PARENT TITLE Volume 09454 Folio 728
Created by instrument LP144787 15/03/1984

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARNEY ELIZABETH CURTIN of 4 BOLTON STREET MORIAC VIC 3240
AW130450D 05/10/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW130451B 05/10/2022
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE LP144787 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 4 BOLTON STREET MORIAC VIC 3240

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 05/10/2022

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	LP144787
Number of Pages (excluding this cover sheet)	1
Document Assembled	18/08/2025 14:11

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

PLAN OF SUBDIVISION OF
PART OF CROWN ALLOTMENT 1 SECTION 30
PARISH OF DUNEED
COUNTY OF GRANT
VOL.9454 FOL.728
Measurements are in Metres
Conversion Factor
FEET x 0.3048 = METRES

LP 144787
EDITION 1
APPROVED 17/2/1984

APPROPRIATIONS

YELLOW - DRAINAGE & SEWERAGE
BROWN - WAY & DRAINAGE
PURPLE HATCHED - WAY, DRAINAGE, SEWERAGE
AND SUPPLY OF WATER.
GREEN HATCHED - WAY, DRAINAGE, SEWERAGE
AND SUPPLY OF WATER.

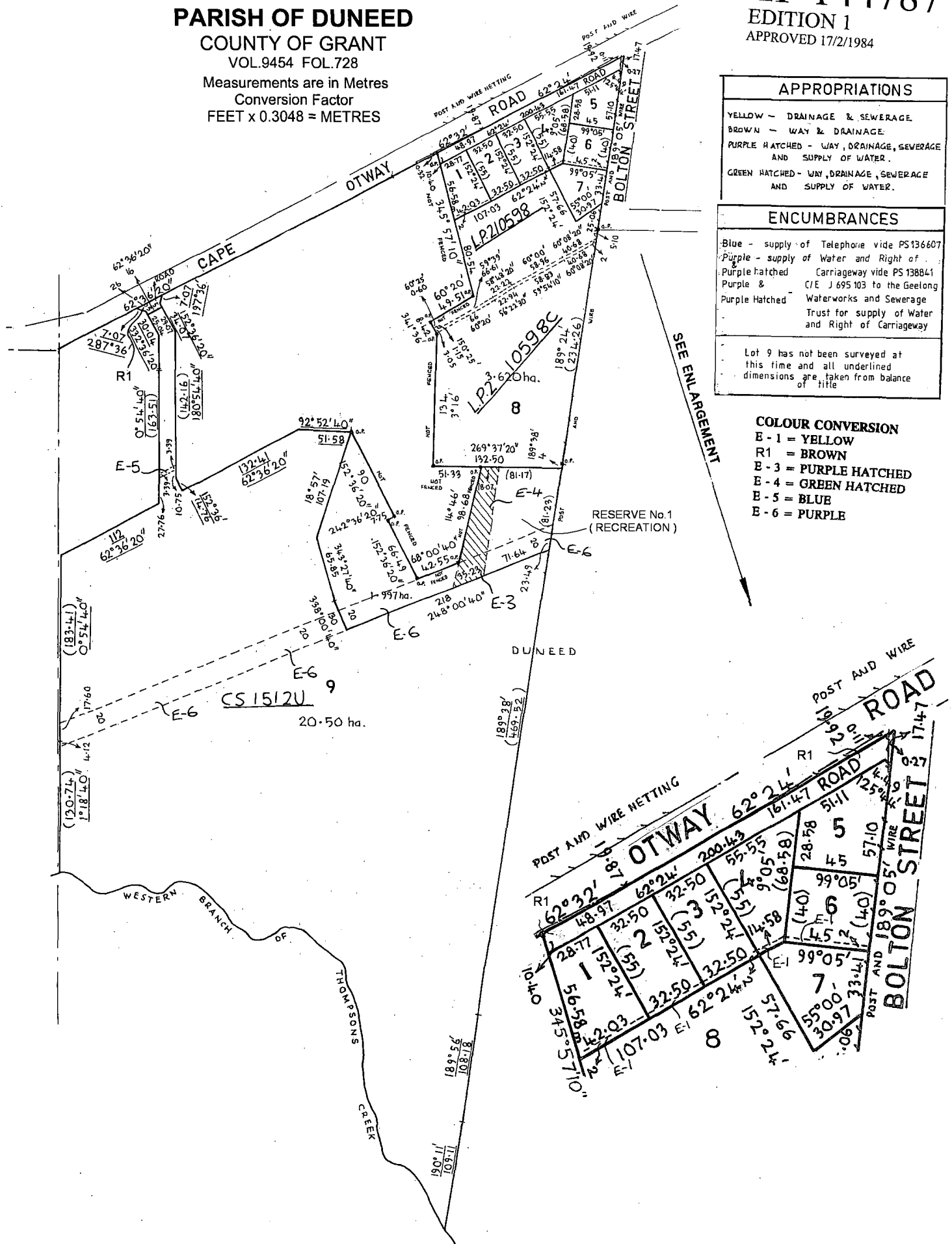
ENCUMBRANCES

Blue - supply of Telephone vide PS136607
Purple - supply of Water and Right of
Purple Hatched Carriageway vide PS138841
Purple & C/E J 695 103 to the Geelong
Purple Hatched Waterworks and Sewerage
Trust for supply of Water
and Right of Carriageway

Lot 9 has not been surveyed at
this time and all underlined
dimensions are taken from balance
of title

COLOUR CONVERSION

E - 1 = YELLOW
R1 = BROWN
E - 3 = PURPLE HATCHED
E - 4 = GREEN HATCHED
E - 5 = BLUE
E - 6 = PURPLE



PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1168035

APPLICANT'S NAME & ADDRESS

MERTON LAWYERS C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

CURTIN, MARNEY ELIZABET

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

877503

This certificate is issued for:

LOT 7 PLAN LP144787 ALSO KNOWN AS 4 BOLTON STREET MORIAC
SURF COAST SHIRE

The land is covered by the:

SURF COAST PLANNING SCHEME

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

The land:

- is included in a TOWNSHIP ZONE

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

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

18 August 2025

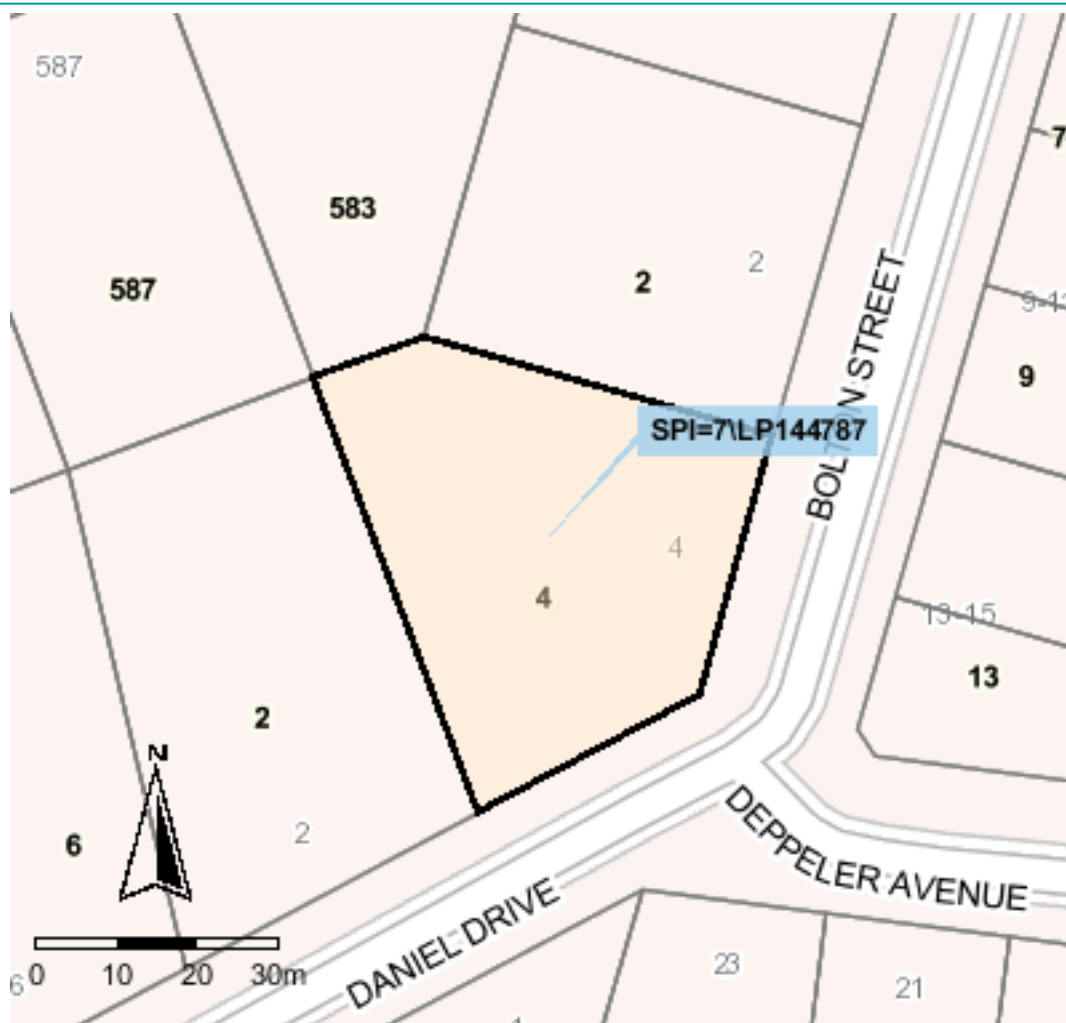
Sonya Kilkeny
Minister for Planning

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.



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 18 August 2025 02:11 PM

PROPERTY DETAILS

Address: **4 BOLTON STREET MORIAC 3240**
Lot and Plan Number: **Lot 7 LP144787**
Standard Parcel Identifier (SPI): **7\LP144787**
Local Government Area (Council): **SURF COAST**
Council Property Number: **9720**
Planning Scheme: **Surf Coast**
Directory Reference: **Vicroads 93 D5**

www.surfcoast.vic.gov.au

[Planning Scheme - Surf Coast](#)

UTILITIES

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

STATE ELECTORATES

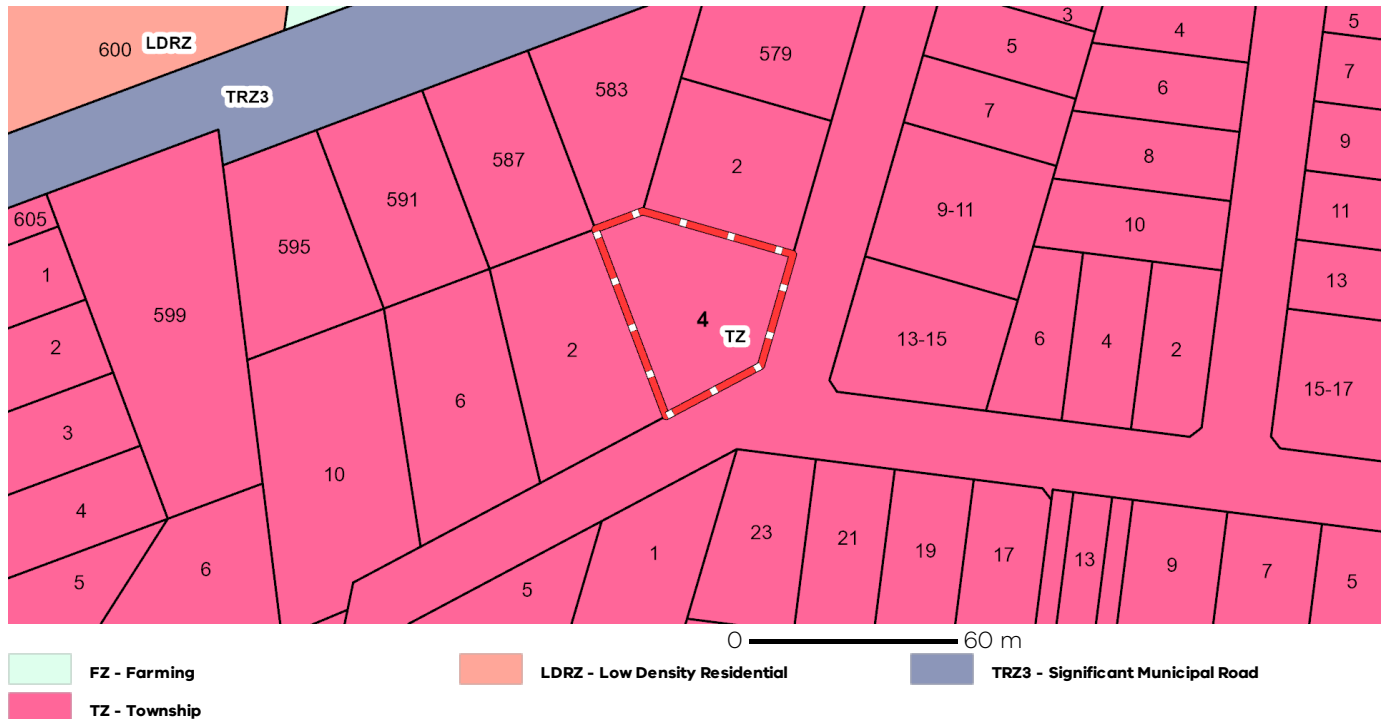
Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **SOUTH BARWON**
OTHER
Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**
Fire Authority: **Country Fire Authority**

[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.

Planning Overlays

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

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

No planning overlay found

Further Planning Information

Planning scheme data last updated on 15 August 2025.

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

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

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

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

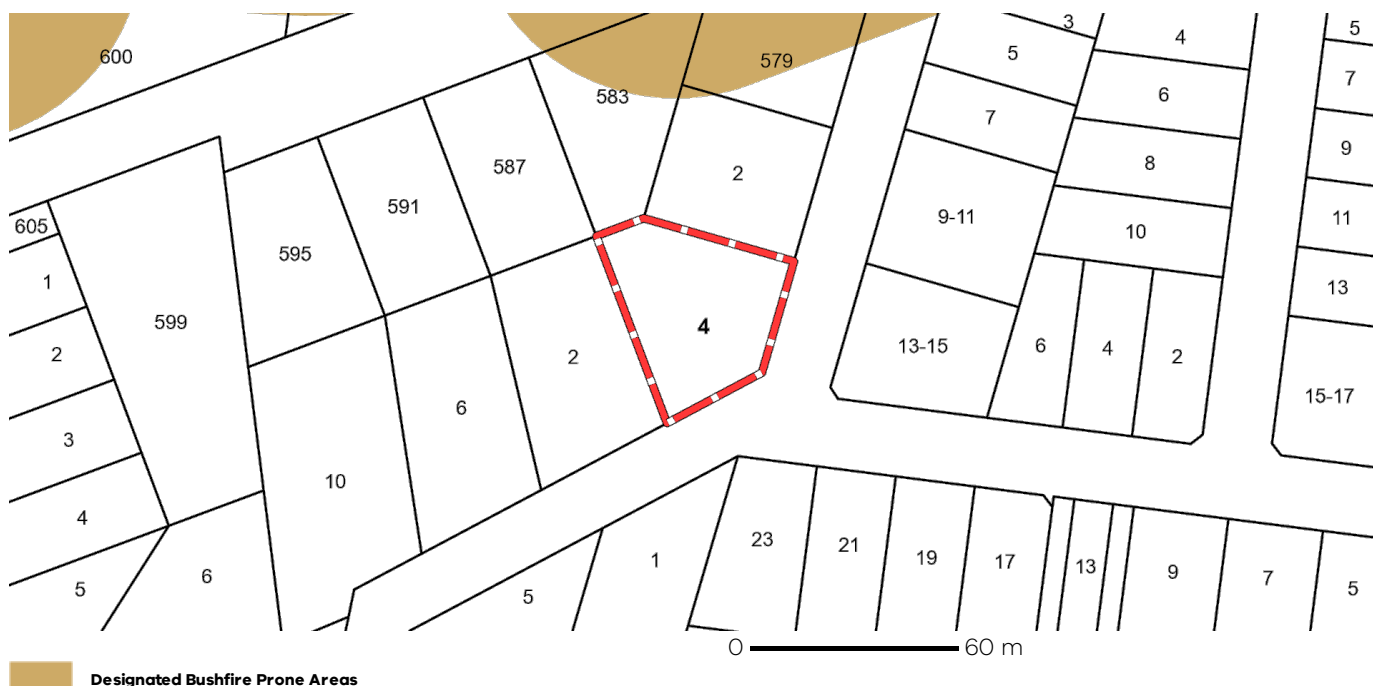
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

Assessment Number: 9720
Certificate Number: 38681
Issue Date: 19/08/2025

Property Location: 4 Bolton Street MORIAC 3240

Legal Description: LOT: 7 LP: 144787

Capital Improved Value: \$1,120,000
Site Value: \$625,000
Net Annual Value: \$56,000

The level of values date is 1 January 2025 and became operative for rating purposes on 1 July 2025.

RATES CHARGES AND OTHER MONIES:

Rates, Charges & Levies (for period 1 July 2025 to 30 June 2026)	
Rates General	\$1,665.33
Municipal Charge	\$238.00
Garbage Urban	\$515.00
Residential ESVF Fixed Charge	\$136.00
Residential ESVF Variable Charge	\$193.76
Arrears to 30/06/2025:	\$5,564.19
Interest to 17/07/2025:	\$23.59
Adjustments:	\$0.00
Less Pensioner Rebates/Remissions:	\$0.00
Payments/Adjustments Made:	\$0.00
Balance of rates and charges owed:	<u>\$8,335.87</u>
Additional Monies Owed:	
Debtor Balance Owing	\$130.00
Special Rates and Charges:	
nil	
nil	
Total rates and charges/additional monies owed:	\$8,465.87*

In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land, which is due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

***Please call (03) 5261 0600 to confirm the outstanding balance prior to making any payments to avoid under/over payments.**

Rate instalments are due 30 September 2025, 30 November 2025, 28 February 2026 and 31 May 2026.

MISCELLANEOUS INFORMATION

Emergency Services and Volunteers Fund (ESVF)

From 1 July 2025, the Emergency Services and Volunteers Fund (ESVF) replaced the Fire Services Property Levy (FSPL). It is an annual levy collected by councils via rates notices. All funds collected go to the Victorian State Government to support emergency services. For more information refer to www.dtf.vic.gov.au/emergency-services-and-volunteers-fund.

IMPORTANT INFORMATION

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council and specified flood level by the Council (if any).

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

A verbal update of information included in this Certificate will be provided for up to two (2) months after date of issue but Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

For settlement purposes after two (2) months a new Certificate must be applied for.

Please note the payments are subject to clearance of any cheque.



PAY Telephone & Internet Payment Option – BPAY®

Biller Code: 34199

Reference Number: 97207

Make this payment via internet or phone banking from your cheque or savings account. Quote the **Biller Code** and **Reference Number** indicated above.

A handwritten signature in black ink, appearing to read 'M. Rennie'.

COORDINATOR REVENUE

Your Reference: 77799441-014-5

Landata
PO Box 500
EAST MELBOURNE VIC 8002

18 August 2025

Landata

Landata.online@servictoria.com.au

YOUR REF: 77799441-015-2

Dear Sir/Madam,

LOT 7 – 4 BOLTON STREET, MORIAC

I refer to your recent request for information with regard to Regulation 51(1) of the Building Regulations 2018 and advise the following in respect of the land or building:

- a) *Details of any permit or certificate of final inspection issued in the preceding 10 years:* **YES**

BP20/23015 – Addition/Alteration
Building Permit Issued 18/12/2020
Certificate of Final Inspection Issued 30/04/2021

- b) *Details of any current determination made under Regulation 64(1) or exemption granted under Regulation 231(2):* **NONE**
- c) *Details of any current notice or order issued by the relevant building surveyor under the Building Act:* **NONE**

COUNCIL NOTES:

- *Effective from 1 December 2019 Victorian legislation requires the registration of private pools and spas with Council, mandatory safety inspections and certification.*

More information can be found at: www.surfcoast.vic.gov.au/pools

Yours faithfully,
Building Services – Surf Coast Shire Council



BUILDING PERMIT

Building permit number.	1589/5540755456038/0
Reference number.	20200883

Issued to

Agent of Owner **David Arnall**
Postal address **4 Bolton Street, Moriac** Postcode **3240**
Email **davidarnall@threepigs.com.au** Phone **03 5291 4405**

Ownership Details

Owner name **David & Julie Arnall**
Postal address **4 Bolton Street, Moriac** Postcode **3240**
Email **davidarnall@threepigs.com.au** Phone **03 5291 4405**

The applicants address has been nominated for serving or giving of documents

Property/Project Details

Project **Alterations and extension**
Project address **4 Bolton Street, Moriac** Postcode **3240**
Lot/s **7** LP/PS/PC/TP **PS144787** Volume **09543** Folio **828**
Municipality **Surf Coast Shire**

Builder

Name **David Arnall**
Postal Address **4 Bolton Street, Moriac** Postcode **3240**
Email **davidarnall@threepigs.com.au** Phone **03 5266 1313**
Building Practitioner Registration Number **DB-U 26645**

The builder is specific under section 24B(4) of the Building Act 1993 for the building work to be carried out under this permit.

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/Class	Registration Number
David Arnall	Draftsperson	DP-AD 46965
Peter Robinson	Civil Engineer	EC 1172

Details of domestic building work insurance

Name of Builder **David Arnall**
Name of insurer or provider of the required insurance policy **VMIA**
Policy Number **C538212** Dated **31/08/2020**
Policy Cover **\$60,000**

Details of relevant planning permit

No Planning Permit is required

Nature of Building Work

Type of Construction **NA** Effective height **0.0**
Storeys contained **1** Rise in storeys **0**
Total floor area of new building work in m² **22**

Stage of building works permitted **Entire**
Cost of stage of building work **\$60,000**
Total estimated cost of building work or contract sum **\$60,000**

Building Classification

Part of Building	Nature of Building Work	BCA Classification
Living & Sun rooms	Alterations	1a(a)

Occupation or Use of Building

A Certificate of Final Inspection is required prior to use or occupation of this building.

Building Surveyor's Comments

Version of BCA applicable to permit **NCC Volume Two 2019**

Item	Nature and scope of exemption		Part or whole of building or place of public entertainment or building work exempt from, or given consent to partial compliance with, requirements of the Building Regulations 2018
	Relevant Performance Requirement	Deemed-to-satisfy Clause	
1.	P2.6.1	3.12.0.1(a)(i)	To permit the existing dwelling to which a 22m² extension is being undertaken, to achieve an energy efficiency of 4.4 stars in lieu of the required 6 stars.

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Prescribed Reporting Authority

The following bodies are prescribed reporting for the purpose of the application for this permit to the matters set out below:

Reporting Authority	Matter reported on or consented to	Issue Date	Regulation No.
Council	Form 29A Demolition Consent	14 Sep 2020	Form 29A Consent

Permit Conditions

The issue of this building permit is subject to compliance with the following conditions:

1. Deviation from the building work approved by this building permit shall not occur without prior approval of the relevant building surveyor. This includes and is not limited to changes such as cladding materials including roofing, window size, material, values and location, building height and shape, surface finishes including wet area floors, balustrade materials, structural elements, site cuts, floor and wall heights etc.
2. Before and during the carrying out of building work, all excavations must be suitably fenced or otherwise guarded against being a danger to life or property.
3. During construction, storm water and surface water shall not discharge to cause a nuisance to any adjoining properties.
4. All construction works shall be carried out from within the property boundary. No work, equipment or materials shall be located outside the property boundary, including on Council property without obtaining relevant approvals prior.
5. All works shall be carried out in accordance with the approved permit documents and associated specifications. Where specifications aren't explicitly detailed, the Building Code of Australia and relevant Australian Standard requirements shall apply to the standards of construction and the method of construction.
6. Compliance with notes marked up on approved plans is required and form part of this permit.
7. The demolition / deconstruction works shall be conducted in a manner that is logical in sequence and will not lessen the of safety to workman or the public. Precautions must be taken before and during demolition in accordance with AS 2601 Demolition of Structures as it applies to this permit. Materials shall be removed from the site in an orderly manner and secured to ensure that they do not become airborne whilst on site or being transported. All other legislative requirements are to be complied with in relation to working with asbestos, transport of materials from the site and the protection of existing vegetation and Council infrastructure.

8. All construction of stairs, handrails, landings and balustrades shall comply with NCC Vol 2 Part 3.9 and specific details must be submitted to the Relevant Building Surveyor for approval prior to installation.
9. All stairways, landings & ramps to have slip resistance classifications of not less than that listed in BCA Table 3.9.1.3 when tested in accordance with AS4586. This applies to their surface and/or nosing of treads. Evidence of compliance shall be provided at final inspection phase.
10. Where the threshold of a doorway is greater than 230mm above the adjoining surface, it must incorporate steps with riser and going dimensions in accordance with Cl.3.9.1.2 of the BCA.
11. All glass and in particular glass that is the subject of human impact and glass situated in wet areas, must comply with AS1288 as it relates to this permit.
12. All masonry construction (damp proof courses, ties, weepholes etc.) shall comply with AS3700 or AS 4773, including all engineering notation (TN61) as it relates to this permit.
13. Where weepholes are required, they must be free draining and any external paving or surface finish must achieve the required minimum dimension below the bottom of the weephole.
14. Brick ties used in the construction shall have a corrosion resistance of R3 for an E3 exposure classification as defined in AS3700 as it relates to this permit.
15. Exposed structural steel members shall be corrosion protected in accordance with NCC Vol 2 Clause 3.4.4.4.
16. Down pipes shall connect into the existing storm water system which shall continue to discharge to the point nominated by Council.

Mandatory Inspection Requirements

The mandatory notification stages are:

Inspection Type
Slab - Pre Plastic (Soil report to be on site)
Slab Steel (Steel reinforcement to be in place prior to pouring concrete)
Frame - prior to enclosure (Truss design to be made available at frame stage)
Final - on completion

Important note: It is the applicant / builder's responsibility to notify the relevant building surveyor at all mandatory inspection stages. All inspections for the mandatory notification stages must be booked through this office and preferably 24 hours notice.

Commencement and Completion

This building work must commence by **18/12/2021**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Building work for which this permit applies must be completed by **18/12/2022**

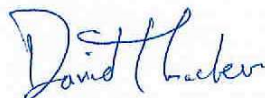
If the building work to which this building permit applies is not completed by this date, this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Relevant Building Surveyor

Name **David Thacker**

Registration No. **BS-U 1589 BSA Building Surveyors**

Signature



Date of issue of permit

18 December 2020

NOTES

1. Pursuant to regulation 41, the builder named in this building permit must ensure that a copy of the building permit and one set of the associated approved building permit documentation are available for inspection at the allotment whilst the building work to which the building permit applies is being carried out on that allotment.
The builder must also ensure that the prescribed building permit information is displayed on the allotment in a conspicuous position accessible to the public before the commencement of building permit to which the permit applies and continues to be displayed (remaining visual & legible) for the duration of building work. The prescribed information to be displayed are the registration numbers and contact details of the builder and relevant building surveyor as well as the building permit number and its date of issue.
2. Pursuant to regulation 42, the owner of a building or land to which this building permit relates, must notify the relevant building surveyor within 14 days after any change in name or address specified in the permit of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
3. Pursuant to regulation 43, the builder named in this building permit relates, must notify the owner of a building or land to which this building permit relates and the relevant building surveyor within 14 days after any change in name or address specified in the permit of the building practitioner. The penalty for non-compliance is 10 penalty units.
4. In the event that the agent of the owner (applicant) or the listed building practitioners/architect change their contact details (name, address, email, telephone, etc), then notification is requested to be given to the relevant building surveyor within 14 days.
5. In relation to domestic building work, domestic builders carrying out building work where the contract price for that work is more than \$16,000 must be covered by an insurance policy as required under section 135 of the Building Act 1993.



CERTIFICATE OF FINAL INSPECTION

Certificate no. 20200883 CFI01

Building Permit Details

Building Permit Number 1589/5540755456038/0
Version of BCA applicable to the Building Permit NCC Volume Two 2019

Property/Project Details

Project Alterations and extension
Project Address 4 Bolton Street, Moriac Postcode 3240
Lot/s 7 LP/PS PS144787 Volume 09543 Folio 828
Municipality Surf Coast Shire

Description of Building Work

Part of Building	Use	BCA Classification
Living & Sun rooms	Dwelling	1a(a)

Item	Nature and scope of exemption		Part or whole of building or place of public entertainment or building work exempt from, or given consent to partial compliance with, requirements of the Building Regulations 2018
	Relevant Performance Requirement	Deemed-to-satisfy Clause	
1.	P2.6.1	3.12.0.1(a)(i)	To permit the existing dwelling to which a 22m ² extension is being undertaken, to achieve an energy efficiency of 4.4 stars in lieu of the required 6 stars.

Reporting Authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Relevant regulation no.
Council	Form 29A Demolition Consent	Form 29A Consent

Directions to Fix Building Work

All directions to fix building work under Part 4 of the Building Act 1993 have been complied with.

Date of Final Inspection

Date of Inspection 19 March 2021

Relevant Building Surveyor

Name David Thacker Registration No BS-U 1589 BSA Building Surveyors

Signature

Date of Issue 30 April 2021

NOTES

1. There were no Building Appeals Board Determinations associated with the building permit for these works.

Domestic Building Insurance

Certificate of Insurance

Julie Arnall
4 Bolton St
MORIAC
VIC 3240

Policy Number:
C538212

Policy Inception Date:
31/08/2020

Builder Account Number:
017812

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C04: Alterations/Additions/Renovations - Structural**

At the property: **4 Bolton St MORIAC VIC 3240 Australia**

Carried out by the builder: **DAVID ROBERT ARNALL**

Builder ABN: **51211414601**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Julie Arnall**

Pursuant to a domestic building contract dated: **31/08/2020**

For the contract price of: **\$ 60,000.00**

Type of Cover: **Cover is only provided if DAVID ROBERT ARNALL has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Issued by Victorian Managed Insurance Authority

Date Generated: 31/08/2020
OFFICE USE ONLY: COI-0717-1
Page 1 of 2

Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424



Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

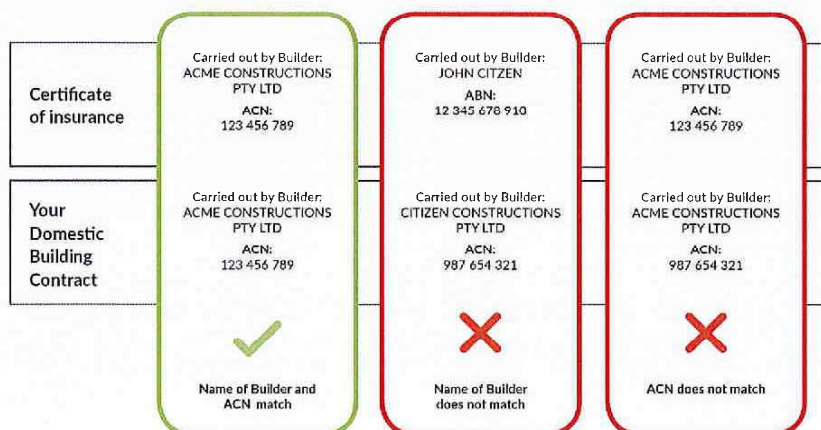
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$680.00
GST:	\$68.00
Stamp Duty:	\$74.80
Total:	\$822.80

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



Information Statement Part A

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

INSTALLATION NUMBER: 15816011 **APPLICATION NUMBER:** 501614 **DATE:** 18/08/2025
PROPERTY ADDRESS: 4 BOLTON ST, MORIAC, VIC 3240
YOUR REFERENCE: 877503
OWNER: M E Curtin
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/07/2025 to 30/09/2025. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Water Service Charge	37.12	0.00	37.12
Total Service Charge	\$ 37.12	0.00	37.12

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	37.12	0.00	37.12
Outstanding to 22/05/2025	1,877.39	0.00	1,877.39
TOTAL DUE	\$ 1,914.51	0.00	1,914.51

Important Information

Account Not Yet Issued For Service And Volume Charges.

The water meter for this property was last read on 15/05/2025. 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 17/10/2025. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 17/10/2025 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

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



Bill Code: 585224
Ref Code: 6900 0001 0028 8269 7

Information Statement Part B

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

18-08-2025

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

Property: 4 BOLTON STREET MORIAC 3240

I refer to your application received at this office on 18/08/2025. 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: EC501614

Your Ref: 877503

Agent Ref: 77799441-023-7

Yours faithfully.

Manager Customer Centre

Property Clearance Certificate

Land Tax



INFOTRACK / MERTON LAWYERS

Your Reference:	250708
Certificate No:	92789927
Issue Date:	18 AUG 2025
Enquiries:	ESYSPROD

Land Address: 4 BOLTON STREET MORIAC VIC 3240

Land Id	Lot	Plan	Volume	Folio	Tax Payable
18332722	7	144787	9543	828	\$0.00

Vendor: MARNEY ELIZABET CURTIN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS MARNEY ELIZABETH CURTIN	2025	\$640,000	\$0.00	\$0.00

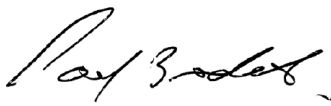
Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$1,200,000
SITE VALUE (SV):	\$640,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 92789927

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,490.00

Taxable Value = \$640,000

Calculated as \$2,250 plus (\$640,000 - \$600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$12,000.00

Taxable Value = \$1,200,000

Calculated as \$1,200,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 92789927

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: 92789927

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / MERTON LAWYERS

Your Reference: 250708

Certificate No: 92789927

Issue Date: 18 AUG 2025

Enquires: ESYSPROD

Land Address: 4 BOLTON STREET MORIAC VIC 3240

Land Id	Lot	Plan	Volume	Folio	Tax Payable
18332722	7	144787	9543	828	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$1,200,000

SITE VALUE: \$640,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92789927

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MERTON LAWYERS

Your Reference:	250708
Certificate No:	92789927
Issue Date:	18 AUG 2025

Land Address: 4 BOLTON STREET MORIAC VIC 3240

Lot	Plan	Volume	Folio
7	144787	9543	828

Vendor: MARNEY ELIZABET CURTIN
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 92789927

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
- Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 92789924 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: 92789924 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.
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ROADS PROPERTY CERTIFICATE

The search results are as follows:

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

Client Reference: 877503

NO PROPOSALS. As at the 18th August 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®.

4 BOLTON STREET, MORIAC 3240
SURF COAST SHIRE

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: 18th August 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77799441 - 77799441140628 '877503'

Extract of EPA Priority Site Register

Page 1 of 1

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 4 BOLTON STREET

SUBURB: MORIAC

MUNICIPALITY: SURF COAST

MAP REFERENCES: Vicroads Eighth Edition, State Directory, Map 93 Reference D5

DATE OF SEARCH: 18th August 2025

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>