

Contract of Sale of Land

Property address: **45 Considines Road MOUNT MORIAC VIC 3240**

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

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, Sale of Land Act 1962

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

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

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

Exceptions

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

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

Signing of this contract

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

Signed by the purchaser

on
dd/mm/yyyy

Print name(s) of person(s) signing

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

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

Signed by the vendor

on
dd/mm/yyyy

Print name(s) of person(s) signing

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

EXECUTED by Marion Jean Stiles by being signed by her Attorney's Wayne Andrew Stiles & Geoffrey David Stiles pursuant to Power of Attorney dated 15th December 2023

The **day of sale** is the date by which both parties have signed this contract.

Notice to purchasers of property "off-the-plan"

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

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

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

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

Particulars of sale

Vendor's estate agent

Name:	HF Richardson	
Address:	5 Retreat Road NEWTOWN VIC 3220	
Telephone:		
Fax:		
Email:	matt@hfrichardson.com.au	0400 902 146

Vendor

Name(s):	Marion Jean Stiles
Address:	"Barwarre Gardens" 1 Pepper Street MARSHALL VIC 3216

Vendor's legal practitioner or conveyancer

Name:	Danny Beranic Conveyancing	
Address:	1/152 HIGH STREET BELMONT VIC 3216	
Telephone:	0416 016 177	0416 586 177
Fax:		
Email:	conveyancing@dannyberanic.com.au	kylee@dannyberanic.com.au

Purchaser

Name(s):	
Address:	
Telephone:	W: H:
Email:	

Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Land (general conditions 6 and 12)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	12002	Folio	587	2	PS648103B

Property address
The address of the land

45 Considines Road MOUNT MORIAC VIC 3240

Goods sold with the land
General condition 5.2(f). List
or attach schedule.

NIL VACANT LAND

Payment

Price

\$

Deposit

\$

by
dd/mm/yyyy

(of which [amount] has been
paid)

Balance payable at settlement

\$

Deposit bond

☐ General condition 14 applies only if the box is checked

Bank guarantee

☐ General condition 15 applies only if the box is checked

GST (general condition 18)

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

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

If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box

Settlement (general condition 16 and 25.2)

Agents Do not Insert a settlement date between 20th December and 15th January refer Special Condition 10

Is due on:
dd/mm/yyyy

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 4.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

Subject to Lease

in which case refer to general condition 4.1. If '**subject to lease**' then particulars of the lease are: Please see attached copy of Lease for details.

Terms contract (general condition 29)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words '**terms contract**' in this box

and refer to general condition 29 and add any further provisions by way of special conditions.

Loan (general condition 19) – NOT APPLICABLE AT AUCTION

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

Lender	
Loan amount	
Approval date	

Building report

☐ General condition 20 applies only if the box is checked

Pest report

☐ General condition 21 applies only if the box is checked

Special conditions

This contract does not include any special conditions unless the words 'special conditions' appear in this box:	SPECIAL CONDITIONS
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Contract of Sale of Land—Special Conditions

1. 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 as set out in the Schedules of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

2. Certain General Conditions Not Applicable

General Conditions 30.4, 30.5, 30.6 shall not apply to this contract.

3. Deposit

The failure by the Purchaser to pay the deposit or part thereof on the due date shall be a fundamental breach of the contract. The Vendor will be entitled to terminate the contract immediately at the Vendors option. General Condition 13 shall not apply where the deposit or part of the deposit has not been paid upon the due date, this is an essential term of the contract.

If the deposit paid is more than 10% of the price then the parties agree that general condition 34.4(a) is amended to read: *34.4(a) The deposit paid under this contract (the amount of which the purchaser considers reasonable for this transaction) is forfeited to the vendor as the vendor's absolute property, the parties considering the amount represents a reasonable pre-estimate of the vendor's entitlement for damages for breach of an essential term of this contract.*

If the deposit paid is less than or equal to 10% of the Purchase price then General Condition 34.4(a) (Default not remedied) replace the word "up" with the word "equal".

4. Adjustments

Periodic outgoings does not include any amounts to which section 10G of the sale of land Act 1962 applies. For the avoidance of doubt, Land Tax is not an adjustable item

5. Breach

General Condition 31 is amended by adding the following new paragraph at the end of the condition.

The Purchaser acknowledges that the following items constitute reasonable foreseeable loss

The Purchaser acknowledges that the fee is a reasonable pre-estimate of additional costs incurred by the Vendors as a result of the Vendors representation having to facilitate the delay

- (a) Expenses payable by Vendor under any existing loans secured over the property or other property of the Vendor associated with this settlement.
- (b) The Purchaser must pay a re-scheduling settlement fee of \$220.00 to the Vendors representation if the settlement is delayed to the next business day. The re-scheduling fee is payable by the Purchaser for each and every daily delay. The Purchaser acknowledges that the fee is a reasonable pre-estimate of additional costs incurred by the Vendors as a result of the Vendors representation having to facilitate the delay.
- (c) The Vendor also reserves the right to pass onto to the Purchaser any associated costs incurred with regards to any/all subsequent linked settlements within the Pexa electronic platform, including but not limiting to removalist costs
The Vendors Legal costs and additional Conveyancing expenses incurred due to the breach including the cost of issuing and Default Notice and or Rescission Notice prepared and served on the Purchaser agreed at a sum of \$660.00 including GST to the Vendors representative.

6. Loan Application Decline

If the Purchaser gives notice under General Condition 19 such notice must be accompanied by a letter from the Lender stating that a full loan application was submitted to the Lender, the date the full loan application was submitted to the Lender and confirmation that the application was declined by the Lender's credit assessment department.

7. The Purchaser acknowledges being provided a copy of the Due Diligence checklist prior to signing of this contract.

8. General condition 20.2 & 21.2 are amended to read 7 days in lieu of 14 days to obtain Building & Pest Inspections.

9. CHRISTMAS HOLIDAY PERIOD

Notwithstanding any other provisions of this Contract of Sale, if Settlement has not taken place on or before 20 December in any calendar year that Settlement is set then both parties agree that settlement of this Contract of Sale will be set on 15 January of the following calendar year. Neither party may issue a Default Notice on the other party between 20 December and 15 January of the following calendar year arising from or in connection with the failure to complete this Contract of Sale between the dates set out in Special Condition Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition.

PURCHASER NOT REQUIRED TO WITHHOLD FUNDS AT SETTLEMENT

This letter serves as the notification, pursuant to Section 14-250 250 of Schedule 1 of the *Tax Administration Act 1953* ("*TAA*") that you are not required to withhold and direct funds to the Commission of Taxation at settlement of this contract. This is due to this contract not being a supply of New Residential Premises/Potential Residential Land as defined by Section 40-75 of the A New Tax System (Goods and Services Tax) Act 1999 and further refined by Section 14-250(2) of the TAA. Please contact our office if you have any queries.

This information is provided solely for the purpose of complying with the withholding provisions required by the Taxation Administration Act. This document is not a tax invoice and should not be considered or construed as such.

Contract of Sale of Land - General Conditions

Contract Signing

1. NOMINEE

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

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.

Title

4. ENCUMBRANCES

- 4.1 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.
- 4.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

5. VENDOR WARRANTIES

- 5.1 The warranties in general conditions 5.2 and 5.3 replace the purchaser's right to make requisitions and inquiries.
- 5.2 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.
- 5.3 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.
- 5.4 The warranties in general conditions 5.2 and 5.3 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 5.5 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.
- 5.6 Words and phrases used in general condition 5.5 which are defined in the *Building Act* 1993 have the same meaning in general condition 5.5.

6. IDENTITY OF THE LAND

- 6.1 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.
- 6.2 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.

7. SERVICES

- 7.1 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.
- 7.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

8. 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.

9. TRANSFER & DUTY

- 9.1 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.
- 9.2 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.

10. RELEASE OF SECURITY INTEREST

- 10.1 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.
- 10.2 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 10.4, 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.
- 10.3 If the purchaser is given the details of the vendor's date of birth under general condition 10.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 10.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 10.4 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.
- 10.5 Subject to general condition 10.6, 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.

- 10.6 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 10.5 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.
- 10.7 A release for the purposes of general condition 10.4(a) must be in writing.
- 10.8 A release for the purposes of general condition 10.4(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.
- 10.9 If the purchaser receives a release under general condition 10.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 10.10 In addition to ensuring that a release is received under general condition 10.4(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.
- 10.11 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.
- 10.12 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 10.11.
- 10.13 If settlement is delayed under general condition 10.12 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.
- 10.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 10.14 applies despite general condition 10.1.
- 10.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 10 unless the context requires otherwise.

11. 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.

12. GENERAL LAW LAND

- 12.2 The remaining provisions of this general condition 12 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 12.3 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.
- 12.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 12.5 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.
- 12.6 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.
- 12.7 If the contract ends in accordance with general condition 12.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

- 12.10 General condition 16.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

13. DEPOSIT

- 13.1 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.
- 13.2 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.
- 13.3 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 23 and 24 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.
- 13.4 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.
- 13.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 13.6 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.
- 13.7 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.
- 13.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 13.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 13.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 13.11 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.

14. DEPOSIT BOND

- 14.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 14.2 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.
- 14.3 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.

- 14.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 14.5 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 34.2 [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.
- 14.6 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 14.5 to the extent of the payment.
- 14.7 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 14.6.
- 14.8 This general condition is subject to general condition 13.2 [deposit].

15. BANK GUARANTEE

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 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)*.
- 15.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 15.4 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 34.2 [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.
- 15.5 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 15.4.
- 15.6 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 15.4 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 13.2 [deposit].

16. SETTLEMENT

- 16.1 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.
- 16.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 16.3 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.

17. ELECTRONIC SETTLEMENT

- 17.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 17 has priority over any other provision of this contract to the extent of any inconsistency.
- 17.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 17 ceases to apply from when such a notice is given.
- 17.3 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.
- 17.4 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.
- 17.5 This general condition 17.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 17.5 "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 lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 17.6 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 lodgment.
- 17.7 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 17.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 17.8 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.
- 17.9 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 lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

18. GST

- 18.1 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).
- 18.2 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.
- 18.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 18.4 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.
- 18.5 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.
- 18.6 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.
- 18.7 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.

19. LOAN

- 19.1 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.
- 19.2 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.
- 19.3 All money must be immediately refunded to the purchaser if the contract is ended.

20. BUILDING REPORT

- 20.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 20.2 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.
- 20.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 20.4 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.
- 20.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

21. PEST 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 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.
- 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 pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

22. ADJUSTMENTS

- 22.1 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.
- 22.2 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.
- 22.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 22, if requested by the vendor.

23. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 23.1 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.
- 23.2 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.
- 23.3 The remaining provisions of this general condition 27 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.
- 23.4 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.
- 23.5 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.
- 23.6 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.
- 23.7 The representative is taken to have complied with the requirements of general condition 23.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 23.8 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.
- 23.9 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.
- 23.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

24. GST WITHHOLDING

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 The remaining provisions of this general condition 24 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 24 is to be taken as relieving the vendor from compliance with section 14-255.
- 24.5 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.
- 24.6 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.
- 24.7 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.
- 24.8 The representative is taken to have complied with the requirements of general condition 24.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.9 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 lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 24.9, 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.
- 24.10 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.
- 24.11 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.
- 24.12 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 24.11; 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

25. TIME & CO OPERATION

- 25.1 Time is of the essence of this contract.
- 25.2 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.
- 25.3 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.
- 25.4 Any unfulfilled obligation will not merge on settlement.

26. SERVICE

- 26.1 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.
- 26.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 19 [loan approval], 20 [building report] or 21 [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.
- 26.3 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.
- 26.4 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*.
- 26.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

27. NOTICES

- 27.1 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.
- 27.2 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.
- 27.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

28. 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.

29. TERMS CONTRACT

- 29.1 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.
- 29.2 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.

30. LOSS OR DAMAGE BEFORE SETTLEMENT

- 30.1 The vendor carries the risk of loss or damage to the property until settlement.
- 30.2 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.
- 30.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 30.2, but may claim compensation from the vendor after settlement.
- 30.4 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 30.2 at settlement.
- 30.5 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.
- 30.6 The stakeholder must pay the amounts referred to in general condition 30.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

31. 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

32. 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.

33. DEFAULT NOTICE

33.1 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.

33.2 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.

34. DEFAULT NOT REMEDIED

34.1 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.

34.2 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.

34.3 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.

34.4 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.

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

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director / Directors of			ACN

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

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

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

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SECTION 32

STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Marion Jean Stiles
Property:	45 Considines Road MOUNT MORIAC VIC 3240

VENDORS REPRESENTATIVE

Danny Beranic Conveyancing
1/152 HIGH STREET
BELMONT VIC 3216
Tel: 0416 016 177
Email: conveyancing@dannyberanic.com.au

Ref: 7670

SECTION 32 STATEMENT
45 Considines Road MOUNT MORIAC VIC 3240

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-
Surf Coast Shire

Their total does not exceed \$5,000.00

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

Commercial and Industrial Property Tax

The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

☐ Yes No ☒

The AVPCC number is: 550.3

The Entry Date of the land was: N/A

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

32C LAND USE

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) **BUSHFIRE**

This land is in a designated bushfire- prone area under section 192A of the Building Act 1993.

(c) **ROAD ACCESS**

There is access to the Property by Road.

(d) **PLANNING**

Planning Scheme: **Surf coast Shire Planning Scheme**

Responsible Authority **Surf Coast Shire Council**

Zoning: **Farming Zone**

Planning Overlay/s: **None to Vendors Knowledge**

SECTION 32 STATEMENT
45 Considines Road MOUNT MORIAC VIC 3240

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land 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.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Not Connected
Gas supply	Not Connected
Water supply	Not Connected
Sewerage	Not Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title: **Volume 12002 Folio 587**

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

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- Plan of Subdivision PS648103B
- Planning Certificate
- Planning Property Report
- Council Land Information Certificate
- Barwon Water Information Statement Part A & Part B
- Council Building Information Certificate 51(1)
- Council Building Information Certificate 51(2)
- Property Clearance Certificate

SECTION 32 STATEMENT
45 Considines Road MOUNT MORIAC VIC 3240

- Vic Roads Certificate
- Residential Rental Agreement
- EPA Certificate
- Farm Lease
- Enduring Power of Attorney
- **Due Diligence Checklist**

DATE OF THIS STATEMENT

	/		/20	
--	---	--	-----	--

Name of the Vendor

EXECUTED by Marion Jean Stiles by being signed by her Attorney's Wayne Andrew Stiles & Geoffrey David Stiles pursuant to Power of Attorney dated 15th December 2023

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

Signature/s of the Purchaser

x

Register Search Statement - Volume 12002 Folio 587

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

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

VOLUME 12002 FOLIO 587

Security no : 124129276477T
Produced 23/10/2025 01:50 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 648103B.
PARENT TITLE Volume 11506 Folio 782
Created by Application No. 141547L 25/07/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARION JEAN STILES of 77-93 BARWARRE ROAD MARSHALL VIC 3216
AZ178500U 23/05/2025

ENCUMBRANCES, CAVEATS AND NOTICES

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

Warning as to Dimensions

Any dimension and connecting distance shown is based on the description of the land as contained in the General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.

DIAGRAM LOCATION

SEE PS648103B 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: 45 CONSIDINES ROAD MOUNT MORIAC VIC 3240

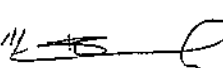
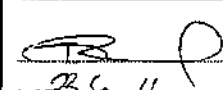
ADMINISTRATIVE NOTICES

NIL

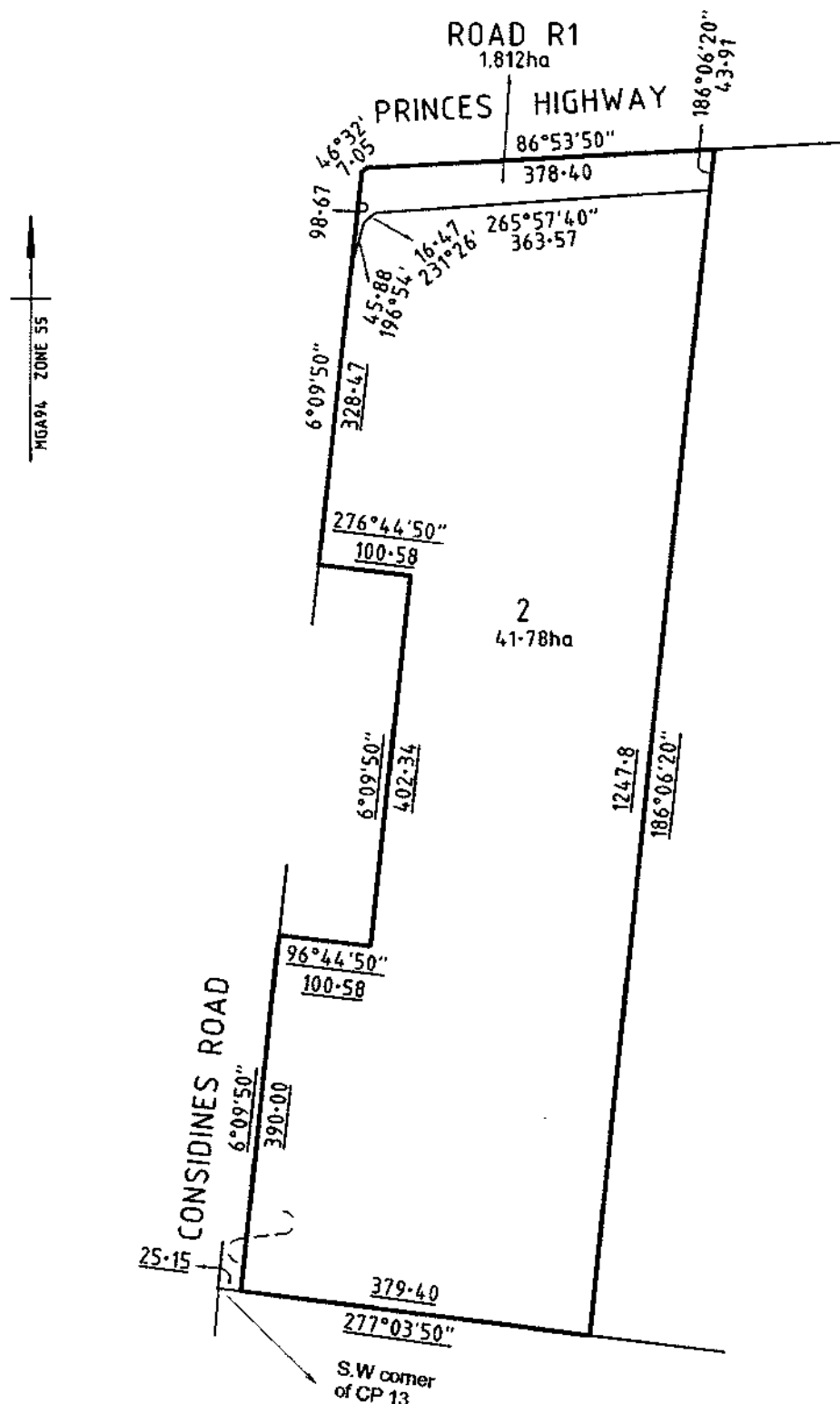
eCT Control 21150K RENNICK & GAYNOR
Effective from 23/05/2025

DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of
Victoria to provide this information
via LANDATA® System. Delivered at 23/10/2025, for Order Number 89386047. Your reference: 7670.**

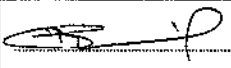
PLAN OF SUBDIVISION Under Section 35 of the Subdivision Act 1988		STAGE NO. / LRS use only EDITION 1	PS648103B 19/07/2011 \$909.30 PS35  13B												
Location of Land Parish: MODEWARRE Township: — Section: — Crown Portion: 13 (PART) Crown Allotment: — Title Reference: BK 860 MEM 875 / IDENTIFIED FOLIO Vol.11235 Fol.609 Last Plan Reference: AP117854/LOT 1 ON TP946819E Postal Address: 45 CONSIDINES ROAD, MOUNT MORIAC 3240 (at time of subdivision) MGA94 Co-ordinates E 249 200 (of approx. centre of plan) N 5 766 000 ZONE: 55		Council Certification and Endorsement Council Name: SURF COAST SHIRE COUNCIL Ref: S3898 A. This is a plan under section 35 of the Subdivision Act 1988 which does not create any additional lots. B. This plan is exempt from Part 3 of the Subdivision Act 1988. C. This is a plan under section 35 of the Subdivision Act 1988 which creates land additional to the lot. D. It is certified under section 6 of the Subdivision Act 1988. E. It is certified under section 11(7) of the Subdivision Act 1988. F. Date of original certification under section 6. G. This is a statement of compliance under section 21 of the Subdivision Act 1988. Council Delegate Council Seal Date 23/6/11  Re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /													
Vesting of Roads and / or Reserves Roads and reserves vest in the council/body/person named when the appropriate vesting date is recorded or transfer registered. Only roads and reserves marked thus (1%) vest upon registration of this plan.		Notations													
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 20%;">Identifier</th><th>Council/Body/Person</th></tr></thead><tbody><tr><td>ROAD R1</td><td>ROADS CORPORATION</td></tr></tbody></table>	Identifier	Council/Body/Person	ROAD R1	ROADS CORPORATION	Staging This is is not a staged subdivision. Planning Permit No: NOT APPLICABLE Depth Limitation: NIL. Underlined dimensions and areas shown thus <u>100.58</u> are not the result of this survey and are derived from title. The land being subdivided is enclosed within thick continuous lines. Lot 1 has been omitted from this Plan.										
Identifier	Council/Body/Person														
ROAD R1	ROADS CORPORATION														
All the land is to be acquired free from all encumbrances other than any easements specified on this plan. Land to be acquired by compulsory process : ROAD R1. Land to be acquired by agreement: NIL		Survey: This plan is based on survey and is compiled from Roads Corporation SP22266A. For abstract of field records see SP22264-66. This plan has been connected to permanent marks no(s) 17 (DUNEED), 18, 29, 30, 31 & 41 (DUNEED). In proclaimed Survey Area No. —													
Easement Information Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road) Easements marked (—) are existing easements. Easements marked (+) are created upon registration of this plan. Easements marked (X) are created when the appropriate vesting date is recorded or transfer registered. Easements marked (H) are removed when the appropriate vesting date is recorded or transfer registered.		LRS use only Statement of Compliance/Exemption Statement Received ☒ Date 19/ 07 / 2011													
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th>Symbol</th><th>Subject Land</th><th>Purpose</th><th>Width (Metres)</th><th>Origin</th><th>Land Benefited/In Favour Of</th></tr></thead><tbody><tr><td style="text-align: center;">*</td><td style="text-align: center;">R1</td><td style="text-align: center;">WAY</td><td style="text-align: center;">SEE DIAG.</td><td style="text-align: center;">THIS PLAN</td><td style="text-align: center;">LAND IN THIS PLAN</td></tr></tbody></table>		Symbol	Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	*	R1	WAY	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN	LRS use only PLAN REGISTERED Time 7:11 pm Date 26/ 07 / 2011 Ian D Thomson Assistant Registrar of Titles	
Symbol	Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of										
*	R1	WAY	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN										
ROADS CORPORATION  Beveridge Williams development & environment consultants Geelong ph : 03 5222 6563 www.beveridgewilliams.com.au		Licensed Surveyor <u>LACHLAN FINLAY MACRAE</u> (PRINT) SIGNATURE  DATE 23 / 05 / 2011 ROADS CORPORATION REF. JB27219 SP22266A PS1 VERSION 1													
Sheet 1 of 3 Sheets  DATE 23/6/11 COUNCIL DELEGATE SIGNATURE Original sheet size A3															

PLAN OF SUBDIVISION Under Section 35 of the Subdivision Act 1988	STAGE NO.	LRS use only	Plan Number PS648103B
	EDITION		

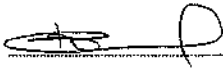


ROADS CORPORATION	
 BW REF. 11 00398	Beveridge Williams development & environment consultants Geelong ph : 03 5222 6563 www.beveridge-williams.com.au
	ORIGINAL SCALE 1 : 5000
	SHEET SIZE A3

LICENSED SURVEYOR (PRINT) **LACHLAN FINLAY MACRAE**
 SIGNATURE  DATE 23 / 05 / 2011
 ROADS CORPORATION REF. JB27219
 SP22266A PS1 VERSION 1

Sheet 2 of 3 Sheets  DATE 23/05/11 COUNCIL DELEGATE SIGNATURE Original sheet size A3

PLAN OF SUBDIVISION Under Section 35 of the Subdivision Act 1988				STAGE NO. 		Plan Number PS648103B	
VESTING DATES & TRANSFER REGISTRATION DATES OF ACQUIRED LAND							
Land affected	Land acquired by compulsory process			Land acquired by agreement		LRS reference	Assistant Registrar of Titles Signature
	Vesting date	Government Gazette		Date of recording of vesting	Date of registration of transfer		
		Page	Year				
ROAD R1	9 DECEMBER (G49)	3027	2010		—		IT

ROADS CORPORATION  Beveridge Williams development & environment consultants Geelong ph : 03 5222 6563 www.beveridge-williams.com.au		LICENSED SURVEYOR <u>LACHLAN FINLAY MACRAE</u> (PRINT) SIGNATURE  DATE 23 / 05 / 2011 ROADS CORPORATION REF. JB27219 SP22266APS1 VERSION 1		Sheet 3 of 3 Sheets  DATE <u>23/6/11</u> COUNCIL DELEGATE SIGNATURE Original sheet size A3	
--	--	--	--	---	--

Planning Certificate



PROPERTY DETAILS

Property Address: 45 CONSIDINES ROAD MOUNT MORIAC VIC 3240
Title Particulars: Vol 12002 Fol 587
Vendor: MARION JEAN STILES
Purchaser: N/A

Certificate No: 131094555

Date: 23/10/2025
Matter Ref: 7670
Client: Danny Beranic
Conveyancing



MUNICIPALITY

SURF COAST



PLANNING SCHEME

SURF COAST PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

SURF COAST SHIRE COUNCIL



ZONES

FARMING ZONE



ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

ABUTS A PUBLIC ACQUISITION OVERLAY (PAO3)



APPLICABLE OVERLAYS

NOT APPLICABLE

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

**PROPOSED PLANNING SCHEME AMENDMENTS**

NOT APPLICABLE

**ADDITIONAL INFORMATION**

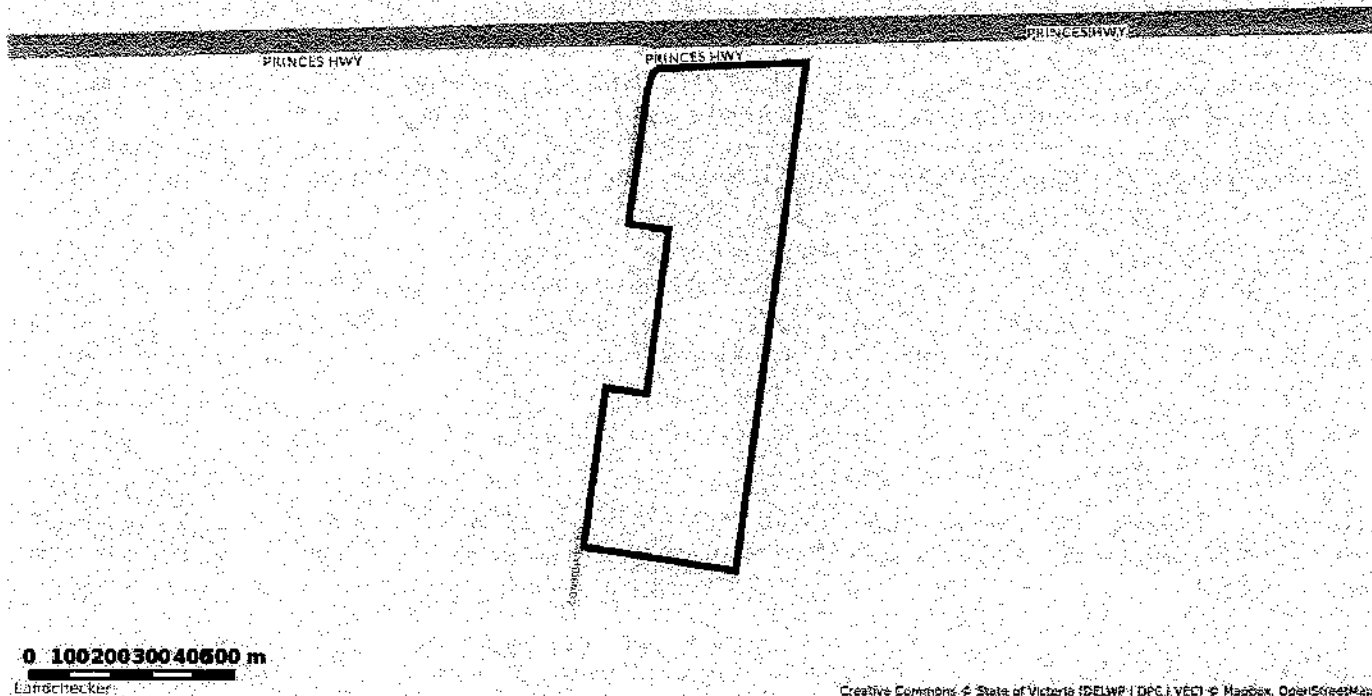
THE SUBJECT PROPERTY IS OUTSIDE THE URBAN GROWTH BOUNDARY

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

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PLANNING ZONES MAP



ZONING

- FZ - FARMING ZONE
- TRZ2 - TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

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PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From: www.planning.vic.gov.au at 23 October 2025 06:42 PM

PROPERTY DETAILS

Address: **45 CONSIDINES ROAD MOUNT MORIAC 3240**
Lot and Plan Number: **Lot 2 PS648103**
Standard Parcel Identifier (SPI): **2\PS648103**
Local Government Area (Council): **SURF COAST**
Council Property Number: **4720**
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

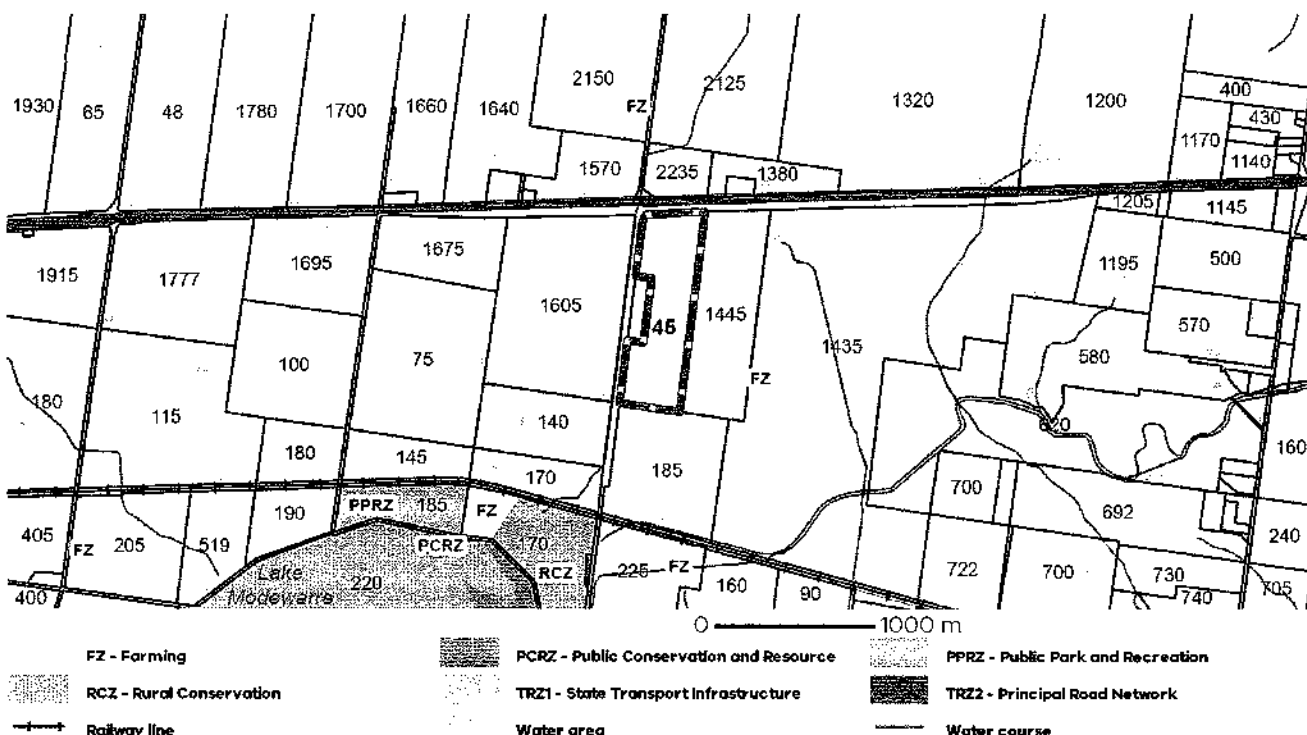
Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **SOUTH BARWON**
OTHER
Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

FARMING ZONE (FZ)

SCHEDULE TO THE FARMING ZONE (FZ)



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

PLANNING PROPERTY REPORT: 45 CONSIDINES ROAD MOUNT MORIAC 3240

Page 1 of 5

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

FLOODWAY OVERLAY (FO)

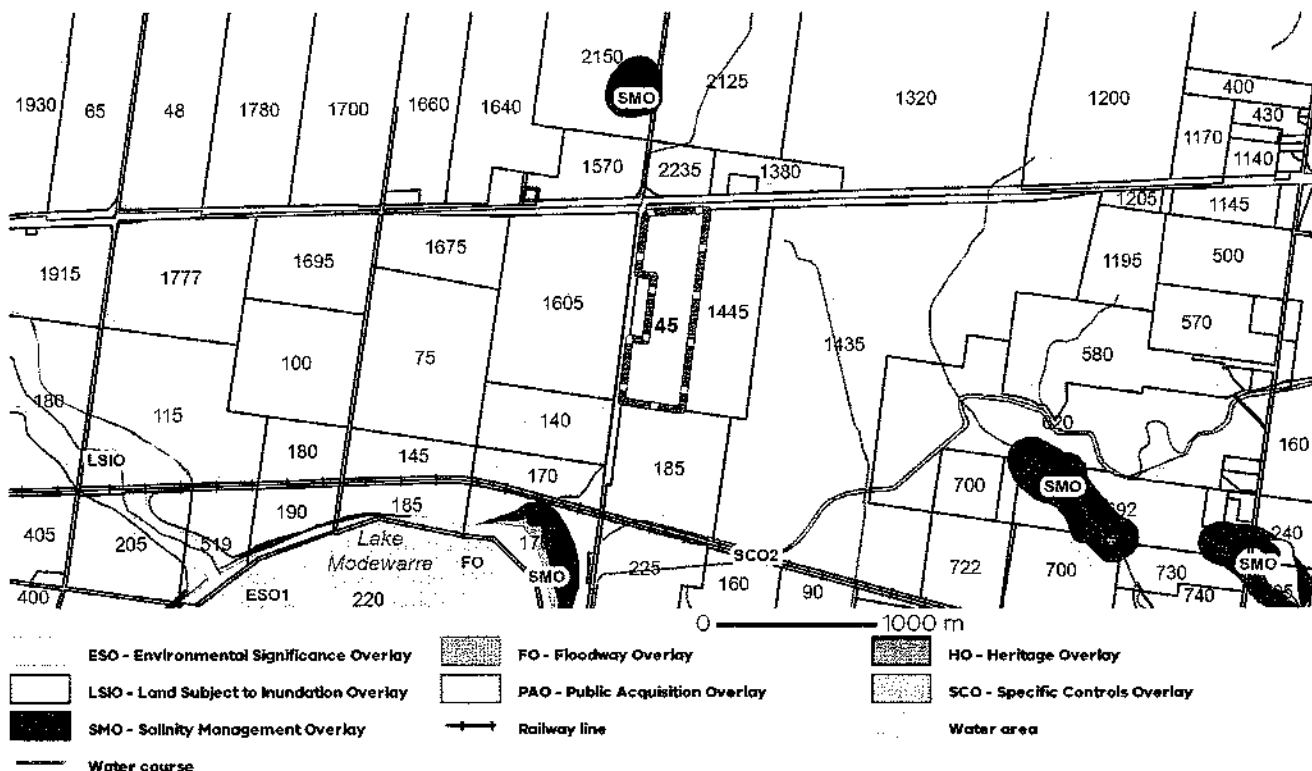
HERITAGE OVERLAY (HO)

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

PUBLIC ACQUISITION OVERLAY (PAO)

SPECIFIC CONTROLS OVERLAY (SCO)

SALINITY MANAGEMENT OVERLAY (SMO)



Areas of Aboriginal Cultural Heritage Sensitivity

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

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

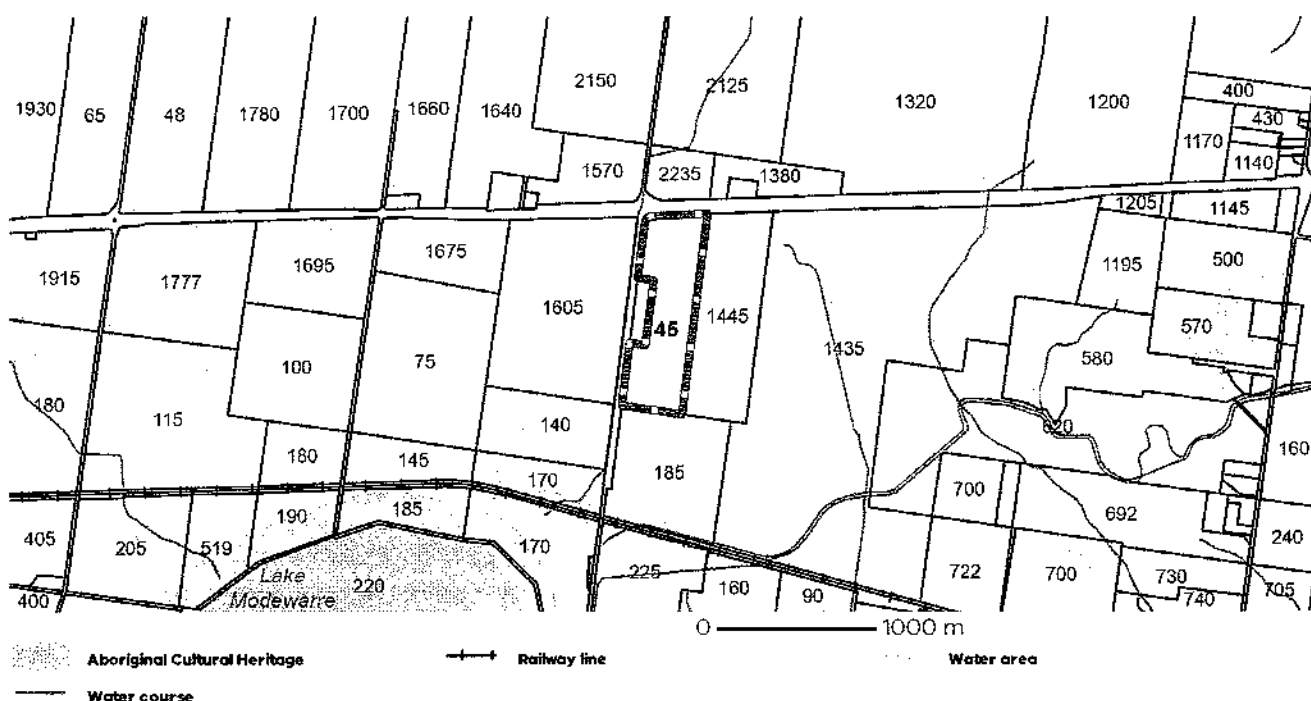
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/achQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 23 October 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.vic.gov.au/vicplan/>

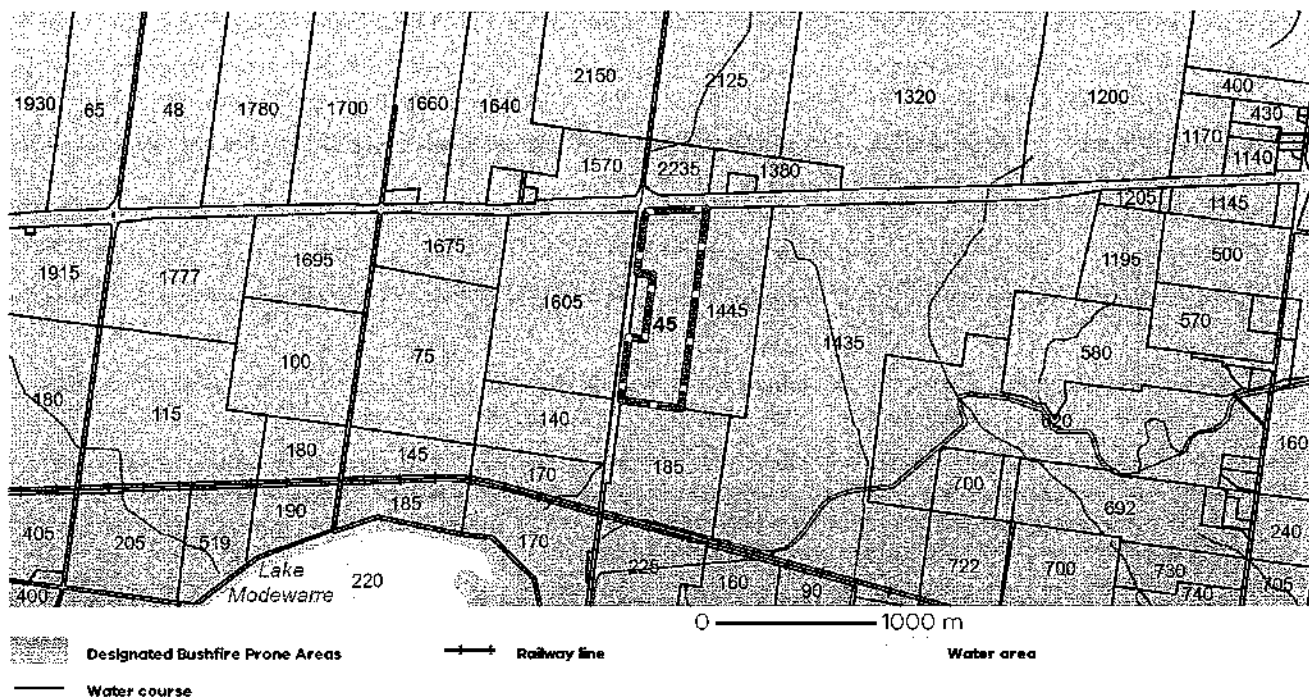
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.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://www.environment.vic.gov.au).

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LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

Assessment Number: 4720
Certificate Number: 39088
Issue Date: 24/10/2025

Property Location: 45 Considines Road MOUNT MORIAC 3240

Legal Description: LOT: 2 PS: 648103B

Capital Improved Value: \$1,680,000
Site Value: \$1,670,000
Net Annual Value: \$84,000

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 Farm	\$1,598.69
Primary Production ESVF Variable Charge	\$482.16
Arrears to 30/06/2025:	\$0.00
Interest to 14/10/2025:	\$0.00
Adjustments:	\$0.00
Less Pensioner Rebates/Remissions:	-\$639.48
Payments/Adjustments Made:	-\$358.37
Balance of rates and charges owed:	<u>\$1,083.00</u>

Additional Monies Owed:

Debtor Balance Owing

Special Rates and Charges:

nil

nil

Total rates and charges/additional monies owed:

\$1,083.00*

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.



Telephone & Internet Payment Option – BPAY®

Biller Code: 34199

Reference Number: 47202

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: 89386141 131094557

Dye & Durham Pty Ltd
PO Box A2151
SYDNEY SOUTH NSW 1235

Information Statement Part A

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

INSTALLATION NUMBER: 15867251 **APPLICATION NUMBER:** 507925 **DATE:** 23/10/2025
PROPERTY ADDRESS: 45 CONSIDINES RD, MOUNT MORIAC, VIC 3240
YOUR REFERENCE: 7670
OWNER: M J Stiles
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/10/2025 to 31/12/2025. 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
Total Service Charge	\$ 0.00	0.00	0.00

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

Charges Due & Payable

	Value	GST	Price
TOTAL DUE	\$ NIL	NIL	NIL

Important Information

THERE ARE NO METERS AFFIXED TO THIS PROPERTY.

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 22/12/2025. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 22/12/2025 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

Danny Beranic Conveyancing via Dye & Durham Property Pty
Ltd
PO Box 1884 MELBOURNE VIC 3001



Bill Code: 585224

Ref Code: 6900 0001 0027 0448 7

Information Statement Part B

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

23-10-2025

Danny Beranic Conveyancing via Dye & Durham Property Pty Ltd
PO Box 1884
MELBOURNE VIC 3001

Property: 45 CONSIDINES ROAD MOUNT MORIAC 3240

I refer to your application received at this office on 23/10/2025. 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: EC507925

Your Ref: 7670

Agent Ref: 89386141:131094559

Yours faithfully,

Manager Customer Centre

Barwon Water



BarwonWater

Lot 2 45 CONSIDINES RD MOUNT MORIAC

Scale: 1:500

Created: 23/10/2025

Legend

- Gravity Sewer
- Pressure Sewer
- Portable Water
- Recycled Water



DISCLAIMER: Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.

Scan QR code to
login to the portal



23 October 2025

Dye & Durham
Property Pty Ltd
Danny Beranic Conveyancing via
GPO Box 1612
BRISBANE Qld 4001

Regulation 51 (1)

Dear Danny Beranic Conveyancing,

Reference Number: **PI25000224**
Client Job Number: **89386141:131094560**
Property Address: **, 45 CONSIDINES ROAD, MOUNT MORIAC VIC 3240**

I refer to your recent request for information under Regulation 51 (1) of the Building Regulations 2018 and wish to advise as follows:-

- Details of building permits, occupancy permits, certificates of final inspection, notices and orders issued in the preceding 10 years on this property are set out on the following page.
Reg 51(1)(a), (1)(b) & (1)(c)

Information supplied in accordance with Regulation 51 of the Building Regulations 2018 is provided based on the information contained in records held by Council.

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

Should you require any further information please contact Council's Building Unit on 03 5261 0600.

Yours faithfully,
Building Services
Surf Coast Shire

Enc Permits issued in the preceding 10 years

Permits, certificates of final inspection, notices and orders in the preceding 10 years

Property Address:	45 CONSIDINES ROAD MOUNT MORIAC VIC 3240
--------------------------	--

- **A search of Building Office records has shown that there are no outstanding notices under the Building Regulations. However, it is to be noted that no inspection has been carried out on the property in regards to this enquiry and this does not preclude Council's right in respect of any non-approved works**

Council disclaims any liability for loss, however occasioned for reliance upon the information herein.

Further, it is recommended that you make your own enquiries on specific details you may require. The information supplied in this letter is only from Council's immediately available records and no specific enquiries nor any site inspections have been made to furnish this information.

NOTE:

*As of 1st July 1994, with the introduction of the New Building Bill, purchasers of properties that have swimming pools are required to have pool fencing erected within 30 days, failure to do so could result in a penalty of \$500.00.

*You are advised that with the building (Amendment) Regulations 1996 effective as from 1st February 1997, self-contained smoke alarms complying with AS 3786 - 1993 must be installed in each dwelling or sole-occupancy unit within 30 days. Failure to do so could result in a penalty of \$500.00.

Scan QR code to
login to the portal



23 October 2025

Dye & Durham
Property Pty Ltd
Danny Beranic Conveyancing via
GPO Box 1612
BRISBANE Qld 4001

Regulation 51 (2)

Dear Danny Beranic Conveyancing,

Reference Number: **PI25000222**
Client Job Number: **89386141:131094561**
Property Address: **45 CONSIDINES ROAD, MOUNT MORIAC VIC 3240**

With regard to your request for property information, Council's records indicate the following:

Is the land liable to flooding within the meaning of Regulation 5, Building Regulations 2018?	No
Is the land designated under Regulation 150, Building Regulations 2018 as an area in which buildings are likely to be subject to attack by termites?	No
Is the land in an area for which a bushfire attack level area has been specified in a planning scheme? Note: This property may be in a Bushfire Management Overlay where a bushfire attack level (BAL) has not been specified. For further information visit: https://mapshare.vic.gov.au/vicplan/ This property may also be land designated by the State Government (DELWP) as being in a Bushfire Prone Area pursuant to the Building Regulations 2018	No
Is the land in an area determined under Regulation 152, Building Regulations 2018 as likely to be subject to significant snowfalls?	No
Is the land designated land?	No
Is the land designated works?	No

If you also applied for Legal Point of Discharge information, this will be issued as a separate advice from our Engineering Department.

Information supplied in accordance with Regulation 51 of the Building Regulations 2018 is provided based on the information contained in records held by Council.

Should you require any further information please contact Councils Building Unit on 03 5261 0600
For new property information requests kindly lodge applications through our [Applicant portal](#).

COUNCIL NOTES:

1. A "person in charge" of a building site must adhere to the requirements under Community Amenity Local Law 2021, Part 3.8 & 3.9 – Managing Building Sites. Penalties may apply for non-compliance.
2. Before any building or demolition works are undertaken, or site access for such work, an Asset Protection Permit must be obtained under Community Amenity Local Law, Part 3.7 – Asset Protection. If a permit is not obtained and upon inspection by Council, damage to Council infrastructure is identified, the builder will be deemed responsible for the costs of rectification. Penalties may apply for non-compliance.
3. A Works Within a Road Reserve Permit is required for any works undertaken within the road reserve. This includes but is not limited to, construction of any new urban or rural driveway crossing, service connections and tree removal. See our website: www.surfcoast.vic.gov.au for forms and fees.

Yours faithfully,
Building Services
Surf Coast Shire

Property Clearance Certificate
Land Tax



DANNY BERANIC CONVEYANCING VIA DYE & DURHAM
PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 89386141:131094558
Certificate No: 93857773
Issue Date: 23 OCT 2025
Enquiries: ESYSPROD

Land Address: 45 CONSIDINES ROAD MOUNT MORIAC VIC 3240

Table with 6 columns: Land Id, Lot, Plan, Volume, Folio, Tax Payable. Row 1: 26512483, 2, 648103, 12002, 587, \$0.00

Vendor: MARION STILES
Purchaser: FOR INFORMATION PURPOSES

Table with 5 columns: Current Land Tax, Year Taxable Value (SV), Proportional Tax, Penalty/Interest, Total. Row 1: MS GLENYS CHERYL STILES, 2025, \$1,330,000, \$0.00, \$0.00

Comments: Property is exempt: LTX primary production land.

Table with 5 columns: Current Vacant Residential Land Tax, Year Taxable Value (CIV), Tax Liability, Penalty/Interest, Total

Comments:

Table with 5 columns: Arrears of Land Tax, Year, Proportional Tax, Penalty/Interest, Total

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

Signature of Paul Broderick
Paul Broderick
Commissioner of State Revenue

Table with 2 columns: Description, Value. Rows: CAPITAL IMPROVED VALUE (CIV): \$1,340,000; SITE VALUE (SV): \$1,330,000; CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: \$0.00



Notes to Certificate - Land Tax

Certificate No: 93857773

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 = \$7,620.00

Taxable Value = \$1,330,000

Calculated as \$4,650 plus (\$1,330,000 - \$1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$13,400.00

Taxable Value = \$1,340,000

Calculated as \$1,340,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 93857773

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: 93857773

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



DANNY BERANIC CONVEYANCING VIA DYE & DURHAM PROPERTY PTY LTD Your Reference: 89386141:131094558

LEVEL 20, 535 BOURKE STREET

Certificate No: 93857773

MELBOURNE VIC 3000

Issue Date: 23 OCT 2025

Enquires: ESYSPROD

Land Address: 45 CONSIDINES ROAD MOUNT MORIAC VIC 3240

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26512483	2	648103	12002	587	\$0.00

AVPCC	Date of entry into reform	Entry Interest	Date land becomes CIPT taxable land	Comment
530.3	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:	\$1,340,000
SITE VALUE:	\$1,330,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93857773

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



DANNY BERANIC CONVEYANCING VIA DYE & DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 89386141:131094558
Certificate No: 93857773
Issue Date: 23 OCT 2025

Land Address: 45 CONSIDINES ROAD MOUNT MORIAC VIC 3240

Lot	Plan	Volume	Folio
2	648103	12002	587

Vendor: MARION STILES

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: 93857773

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: 93857779

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: 93857779

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.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye and Durham Property
gpo box 2746
BRISBANE 4001

Client Reference: 89386141 131094556

NO PROPOSALS. As at the 23th October 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®.

45 CONSIDINES ROAD, MOUNT 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: 23th October 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78533535 - 78533535145709 '89386141
131094556'

EPA Priority Sites Register Extract



Client: Danny Beranic Conveyancing
PO Box 727
Belmont 3216

Client Ref: 7670
Certificate No: 89386141:131094562

Property Inquiry Details:

Street Address: 45 Considines Road
Suburb: MOUNT MORIAC
Map Reference: VicRoads Edition 7, Map No:93, Grid Letter: D, Grid Number: 5

Date of Search: 23/10/2025

Priority Sites Register Report:

A search of the Priority Sites Register for the above map reference, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the date last notified by the EPA.

Priority Sites Register

Information as at 31 July 2021

The Priority Sites Register is updated monthly and the information on it may not be accurate, current or complete and may be subject to change without notice.

Land contaminated by former waste disposal, industrial and similar activities is frequently discovered during changes to land use - for example, from industrial to residential use. In most cases these can be managed at the time that the change of land use occurs. Some sites however, present a potential risk to human health or to the environment and must be dealt with as a priority. Such sites are typically subject to clean-up and/or management under EPA directions.

What are priority sites?

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017

On the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

Typically these are sites where pollution of land and/or groundwater presents a potential risk to human health or to the environment. The condition of these sites is not compatible with the current or approved use of the site without active management to reduce the risk to human health and the environment. Such management can include clean up, monitoring and/or institutional controls.

The Priority Sites Register does not list all sites that are known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

Disclaimer

The Environment Protection Authority does not warrant the accuracy or completeness of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.

Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it.

To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

Further information

Additional information is available from:

EPA Victoria
200 Victoria Street, Carlton VIC 3053
1300 EPA VIC (1300 372 842)
<http://www.epa.vic.gov.au>
contact@epa.vic.gov.au

Dye & Durham Property Pty Ltd ACN 089 586 872

Level 20, 535 Bourke Street, Melbourne 3000 T: 1300 730 000 E: epropertysupport@dyedurham.com



FARM LEASE

Landlord:

Marion Jean Stiles (ABN 13 417 399 007)

Tenant:

Stiles Farm Services Pty Ltd (ACN 102 235 398)
as trustee for the Stiles Farm
Services Trust

Premises:

45 Considines Road, Mount Moriac

FARM LEASE

THIS DEED is made on the day set out in **Item 1** of the Schedule .

BETWEEN

The Landlord as stated in **Item 2** of the Schedule.

and

The Tenant as stated in **Item 3** of the Schedule.

and

The Guarantor as stated in **Item 4** of the Schedule.

RECITALS

- A** The Landlord is the legal owner of a freehold interest in the parcel of land described in **Item 5** of the Schedule (**Land**).
- B** The Landlord has offered and the Tenant has agreed to lease the Land (but excluding all live trees and dead wood and all mines, minerals, gravel, stone and quarries in, under, or upon the land which remain the Landlord's) on the terms and conditions of this Lease.

THIS DEED NOW WITNESSETH as follows:

1 The Term

The Landlord agrees to lease the Land to the Tenant on and from the date specified in **Item 6** of the Schedule for the term specified in **Item 7** of the Schedule (**Term**) for the permitted use specified in **Item 12** of the Schedule.

2 The Rental

- (a) The Tenant agrees to pay the Landlord the annual rent stated in **Item 8** of the Schedule during the Term to the office of Charles Stewart & Co at 56-60 Bromfield Street, Colac, 3250 or by electronic funds transfer to such account as nominated by Charles Stewart & Co.
- (b) The Tenant also warrants that in the event of early termination to pay a proportionate part of the annual rent specified in **Item 8** of the Schedule up to the date of such termination and re-entry by the Landlord.

3 Security Deposit or Bank Guarantee

- (a) The Tenant must also provide to the Landlord either a cash bond or bank guarantee for the amount specified in **Item 9** of the Schedule as security for the Tenant's obligations under this Lease.
- (b) A bank guarantee shall be in favour of the Landlord, not have an expiration date, shall be expressed to be security for the performance by the Tenant of its obligations under the Lease and otherwise be in a form acceptable to the Landlord.
- (c) Within one month of any annual rent review, the Tenant must provide to the Landlord an additional cash bond or additional or replacement bank guarantee such that the value of all bonds and guarantees bears the same relationship to the reviewed annual rent as the commencing bond or guarantee bears to the commencing annual rent as described in **Item 8** of the Schedule.
- (d) When this Lease ends, the Landlord must immediately refund any bond paid by the Tenant after deduction of all amounts required to rectify all breaches of the Lease by the Tenant.
- (e) A breach of any terms and condition of this deed by the Tenant shall entitle the Landlord to call upon the guarantee or cash bond for the cost of rectifying the breach.

4 Tenant's Obligations

The Tenant will at all times during the Term of the Lease and any extension of the Lease:

- (a) pay the annual rental as stated in **Item 8** of the Schedule in the manner provided for by this deed provided always that in the event of damage by fire, lightening, flood or tempest the annual rent will abate until the Land is restored;
- (b) pay the rates, taxes, impositions, outgoings and assessments imposed, enforced, charged or assessed on the Land (excluding Land Tax) and payable by the Landlord or the occupier of the Land set out in **Item 10** of the Schedule throughout the Term;
- (c) only use the Land for the Permitted Use set out in **Item 12** of the Schedule;
- (d) maintain and leave the Land in good and tenantable repair (having regard to the condition at the commencement of this Lease) all buildings, erections, fences, gates, dams, tanks, waterholes, drains, dips, windmills, stock yards, loading races and other fixtures and improvements of whatever nature present at the commencement date

- of the Lease or constructed during the Term save and except for damage from flood, storm, tempest and reasonable wear and tear;
- (e) use the Land in a good and proper manner keeping clean, open and in working order all drains, culverts and watercourses present on the Land;
 - (f) to provide and maintain such firebreaks around the Land as would be required by good farming practices ensuring that at no time does any burning occur through fencing or tree plantations and shall obtain all the usual and necessary burning permits and comply any conditions in relation to burning requirements of the Country Fire Authority and shall notify the Landlord as early as practicable prior to commencing any stubble burning activity of the Land (to the extent that the Lease permits);
 - (g) keep the Land up to and including the fence line free from all pests, noxious animals and noxious plants (using herbicide at the appropriate times) and will comply with the rules, regulations, notices, and advices of any public authority for the district and will indemnify the Landlord against all costs associated with doing so and any actions and proceedings in respect of any breach or non-performance of any duty to keep down and exterminate the said noxious animals and noxious plants on the Land;
 - (h) not graze on the land at any time more than the number of beasts set out in Item 15 of the Schedule and will prior to any introduction of the beasts to the Land provide written proof to the satisfaction of the Landlord that any beasts being introduced to the property have no known infectious disease or illness that could affect livestock or humans;
 - (i) remove all dead beasts from the Land as soon as practicable at their own expense;
 - (j) not to cut down top lop injure destroy damage or remove from the land or any part thereof any live trees or dead wood or live hedges without the previous consent in writing of the Landlord for the use of firewood;
 - (k) keep all tree plantations (if any) on the Land in good order and free from weed infestation;
 - (l) ensure that any and all unused hay band, silage wrap, cattle drench containers, herbicide and pesticide containers and any other unused farming or animal material or equipment introduced to the Land by the Tenant is promptly removed at the Tenant's expense;

- (m) comply with all laws relating to the use or occupation of the Land;
- (n) at or prior to the expiration of the Lease remove any fixtures installed by the Tenant, return the Land to the Landlord together with all access keys and devices (if applicable);
- (o) promptly give notice to the Landlord of service by any Authority of a notice or order affecting the Land;
- (p) not do anything or permit anything to be done on the Land which may become a nuisance or annoyance or cause damage or inconvenience to the Landlord or any tenants or occupiers of neighbouring properties;
- (q) take out and maintain insurances in accordance with clause 6 of this Lease;
- (r) not do anything or permit anything to be done which may render any insurance void or voidable;
- (s) to pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Landlord for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Property Law Act 1958; and
- (t) must promptly resolve any defects notified by the Landlord via any Notice served upon them.

5 Landlord's Obligations

The Landlord will at all times during the Term of the Lease and any extension of the Lease:

- (a) give the Tenant quiet possession and enjoyment of the Land without any interruption so long as the Tenant complies with the provisions of this Lease;
- (b) at their own costs and within a reasonable amount of time re-erect and repair any fences on or enclosing the Land which have been damaged or destroyed by fire and such damage or destruction was not a result of any act or default of the Tenant;
- (c) take out and keep current all Water Entitlements described in Item 5 of the Schedule and licence to the Tenant such entitlements required to carry out the permitted use of the Lease in so far as the licensing body permits; and
- (d) take out and maintain insurances in accordance with clause 6 of this Lease.

6 Insurance and Indemnity

- (a) The Tenant at the Tenant's sole cost and expense will keep current and be responsible for at all times a policy of public risk insurance applicable to the Land for an amount

not less than the amount stated in **Item 11(a)** of the Schedule taken with a reputable insurer noting the Landlord's interest in the policy.

- (b) The Landlord will maintain insurance applicable to the Land and buildings constructed on the Land capable of being insured to their full insurable value and as often as any such building or part thereof shall be burned down or damaged by fire all and every sum of money which shall be recoverable or received by the Landlord in respect of the insurance shall be contributed towards the Landlord rebuilding or repairing said building lost or damaged by fire and the Tenant will be liable to reimburse the Landlord subject to **Item 11(b)**.
- (c) Each party will present evidence of its insurance promptly upon the written request of the other party.

7 Entry by the Landlord

- (a) The Landlord or its authorised agent may during the Term at a reasonable time of the day upon giving the Tenant 2 days notice in writing (or at any time without notice in the case of an emergency) enter for the following reasons:
 - (i) to view the state of repair of the Land;
 - (ii) to carry out repairs or agreed alterations;
 - (iii) to do anything necessary to comply with notices or orders of any authority,

provided that in exercising these rights the Landlord must use its best endeavours to minimise any disturbance to the Tenant in its occupation and use of the Land.

- (b) The Landlord may serve the Tenant a notice in writing specifying any defects and requiring the Tenant to effect repairs within a reasonable time.

8 Interest

If any payment under this Lease is not made by the due date, the party liable to make the payment shall pay interest to the party entitled to the payment at the rate which is 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983*, calculated daily from the day following the day the payment was due until the day the payment is made.

9 Termination by Landlord

- (a) If the Tenant is in breach of an obligation under this Lease, the Landlord may serve on the Tenant a notice to remedy the default. Such notice must:
 - (i) specify the breach; and
 - (ii) specify the steps required of the Tenant to rectify the breach; and
 - (iii) give the Tenant a reasonable time to rectify the breach, but such time need not exceed 14 days.
- (b) If the Landlord has complied with the previous subclause and the Tenant has not remedied the breach to the reasonable satisfaction of the Landlord, the Landlord may terminate this Lease by giving written notice with immediate effect upon service.
- (c) The Tenant shall on or before the termination date remove its fixtures, fittings and goods from the premises so long as the Tenant's removal does not injure the Land or improvements belonging to the Landlord, failing which ownership shall vest in the Landlord to the extent that the law permits.
- (d) Should the Landlord become entitled to terminate this Lease and take possession of the premises the Tenant irrevocably appoints the Landlord as the Tenant's attorney to do all such acts and things and to sign all such documents as may be necessary to surrender this lease, to give possession of the premises and to convey good title to a third party to the extent that the law permits.

10 Holding Over

If upon the expiration of the Term the Tenant shall remain in possession of the said Land without objection by the Landlord the Tenant will be considered as from the date of the expiry of the Term hereby granted a Tenant from month to month of the land at a rental equal to one-twelfth of the annual rent payable monthly in advance otherwise subject to the provisions of this lease as far as the same can be construed to apply to a monthly tenancy.

11 Renewal of this Lease

- (a) The Landlord must renew this Lease for the further term or terms stated in **Item 16** of the Schedule if:
 - (i) there is no unremedied breach of this Lease by the Tenant of which the Landlord has given the Tenant written notice, and

- (ii) the Tenant has not persistently committed breaches of this Lease of which the Landlord has given notice during the Term, and
 - (iii) the Tenant has requested the renewal in writing not more than 6 months nor less than 3 months before the end of the Term.
- (b) The renewed Lease:
 - (i) starts on the date after this Lease ends,
 - (ii) has a starting rent determined in accordance with this clause 12, and
 - (iii) must contain the same terms as this Lease but with no option for renewal after the last option for a further term stated in Item 16 of the Schedule 1 has been exercised.
- (c) The Tenant being a corporation, provides directors' guarantees of the Tenant's obligations under the renewed Lease from its directors in the form of clause 13.
- (d) In this clause "review period" means the period following each market review date listed in Item 14 of the Schedule until the next review date or until the end of this Lease.
- (e) The review procedure on each market review date is:
 - (i) Each review of rent may be initiated by the Landlord.
 - (ii) The Landlord may initiate a review by giving the Tenant a written notice stating the current market rent which it proposes as the rent for the review period. If the Tenant does not object in writing to the proposed rent within 14 days, it becomes the rent for the review period.
 - (iii) If the Tenant serves an objection to the proposed rent within 14 days and the parties do not agree on the rent within 14 days after the objection is served, the parties must appoint a Valuer to determine the current market rent.
 - (iv) If the parties do not agree within 28 days after the objection is served, on the name of the Valuer, the Valuer must be nominated by the senior office-bearer of the Australian Property Institute - Victorian Division at the request of either party.
- (f) In determining the current market rent for the land the Valuer must -
 - (i) consider any written submissions made by the parties within 21 days of their being informed of the Valuer's appointment; and
 - (ii) determine the current market rent as an expert; and
 - (iii) assume that the land is available to be leased on the same conditions as those contained in this lease including any options for renewal, but with a tenant in possession;

- (iv) take into account the conditions of this Lease including the permitted use,
- (v) assume that the Tenant has met all its obligations under this Lease,
- (vi) ignore the Tenant's fixtures and all improvements made by the Tenant to the premises without obligation to do so,
- (vii) ignore goodwill of the Tenant's business, and
- (viii) take into account current market rents for comparable land in the locality.
- (g) The Valuer must determine a current market rent at least equal to the rent immediately before the review.
- (h) The Valuer must make the determination of the current market rent and inform the parties in writing of the amount of the determination and the reasons for it as soon as possible after the end of the 21 days allowed for submissions by the parties.
- (i) If:
 - (i) no determination has been made within 45 days of the parties appointing the Valuer or being informed of the Valuer's appointment, or
 - (ii) the Valuer resigns, dies, or becomes unable to complete the valuation, then the parties may immediately appoint a replacement Valuer in accordance with sub-clause (iii).
- (j) The Valuer's determination binds both parties.
- (k) The Landlord and Tenant must bear equally the Valuer's fee for making the determination. If either pays more than half the fee, the difference may be recovered from the other.
- (l) Until the determination is made by the Valuer, the Tenant must continue to pay the same rent as before the review date. Within 7 days of being informed of the Valuer's determination, the parties must make any necessary adjustments.
- (m) No rent review may take place unless started within 12 months after any review date, but otherwise a delay in making a rent review does not prevent the review from taking place and being effective from the review date.

12 Guarantee

- (a) If the Tenant is a company, then in consideration of the Landlord entering into the lease at the request of the directors of the Tenant, the directors named in **Item 4** of the Schedule:
 - (i) guarantee to the Landlord that the Tenant will punctually pay the rent and other money payable under the lease;
 - (ii) guarantee to the Landlord that the Tenant will perform its obligations; and

- (iii) undertake to the Landlord that, with the Tenant, they will be liable jointly and severally to the Landlord for the payment of rent and other money and the performance of the Tenant's obligations.
- (b) The liability of the Guarantor will not be affected by:
 - (i) the Landlord granting the Tenant or a Guarantor time or any other indulgence, or agreeing not to sue the Tenant or another Guarantor, or
 - (ii) failure by any Guarantor to sign this document, or
 - (iii) transfer or variation of this Lease, but if this Lease is transferred the Guarantors obligations end when the Term ends and do not continue into a Term renewed by a new Tenant.
- (c) The Guarantor agrees:
 - (i) the Landlord may retain all money received including dividends from the Tenant's bankrupt estate, and need allow the Guarantor a reduction in its liability under this guarantee only to the extent of the amount received, and
 - (ii) the Guarantor must not seek to recover money from the Tenant to reimburse the Guarantor for payments made to the Landlord until the Landlord has been paid in full, and
 - (iii) the Guarantor must not prove in the bankruptcy or winding up of the Tenant for any amount which the Landlord has demanded from the Guarantor, and
 - (iv) the Guarantor must pay the Landlord all money which the Landlord refunds to the Tenant's liquidator or trustee in bankruptcy as preferential payments received from the Tenant.
- (d) If any of the Tenant's obligations are unenforceable against the Tenant, then this clause is to operate as a separate indemnity and the Guarantor indemnifies the Landlord against all loss resulting from the Landlord's inability to enforce performance of those obligations. The Guarantor must pay the Landlord the amount of the loss resulting from the unenforceability.
- (e) If there is more than one Guarantor, this guarantee binds them jointly and each of them individually.

13 Dispute Resolution

The Landlord and the Tenant agree that the following steps will take place in the event of a dispute arising during the Term of this deed:

- (a) The Landlord and the Tenant will meet at a mutually convenient time and make a genuine attempt to resolve the dispute informally and quickly. If the dispute cannot

- be resolved after this meeting the parties agree that they will submit to a mediation to be conducted by a mutually acceptable mediator.
- (b) If the parties cannot agree on the mediator the parties agree to submit to mediation by a mediator appointed by the President of the Law Institute of Victoria.
 - (c) If the dispute cannot be settled by agreement or mediation within 21 days of the dispute arising, the parties agree to submit to arbitration by an arbitrator appointed by the President of the Law Institute of Victoria.
 - (d) The parties agree to bear their own costs and that the cost of any mediation or arbitration will be shared equally between them.
 - (e) The parties agree that they will continue to perform their obligations under this Deed while the dispute is being resolved.
 - (f) Nothing in this clause prevents either party from exercising their legal rights to take action to enforce payment or seek urgent court relief to prevent detrimental action by either party.

14 Assignment

The Tenant will not transfer, underlet or assign any rights, privileges or benefits under this Lease without the prior written consent of the Landlord which may be withheld by the Landlord at its absolute discretion.

15 Joint and Several

If there is more than one Tenant, Landlord or Guarantor the covenants on the part of the Tenants, Landlords or Guarantors hereinbefore contained shall bind them jointly and severally.

16 Additional Provisions

The parties agree that the additional terms and conditions contained in **Item 19** of the Schedule form part of this Lease, are binding on the parties and in the event there is inconsistency with any other provision of this Lease then the additional provision will override them.

17 Costs of the preparation of this Lease

The Landlord's legal costs of and incidental to this Lease shall be paid by the parties and in the proportion set out in **Item 18** of the Schedule and in addition, the Tenant will pay any stamp duty applicable on this Lease and any registration fee in relation to the registration of this lease.

18 Whole Agreement

This Lease contains the whole agreement between the parties and supersedes all prior representations, warranties, arrangements, understandings and agreements between them relating to the subject matter of this Lease.

19 Variation

No variation, modification or waiver of any provision of this Lease nor consent to any departure by any party from this Lease will in any event be of any force unless it is confirmed in writing and signed by the parties and will only be effective to the extent for which it has been made or given.

20 Waiver

Any waiver by any party of its rights regarding any breach of this deed by another party shall not be deemed a waiver regarding any subsequent breach of the same or a different kind.

21 GST

The following provisions apply with respect to GST:

- (a) expressions used in this clause have the same meanings as when used in the GST Act;
- (b) amounts payable and consideration provided under or in respect of this Lease (other than in sub-clause (c)) are GST exclusive;
- (c) the recipient of a taxable supply made under or in respect of this Lease must in addition pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply;
- (d) a party is not obliged, under sub-clause (c), to pay the GST on a taxable supply to it under this Lease until given a valid tax invoice for the supply.

22 Severability

Every provision or part of this Lease will be deemed to be severable as far as is possible from any other provision or part thereof and should any provision or part thereof be void or

unenforceable for any reason the same will be deemed to be omitted and this Lease with such provision or part omitted will otherwise remain in full force and effect so far as is possible.

23 Applicable Law

This Lease will be construed in accordance with the laws of the state of Victoria and the parties submit to the jurisdiction of the appropriate courts of Victoria in respect of any matter or thing relating to this Lease.

24 Notices

- (a) A notice given under this lease may be given -
 - (i) by pre-paid post,
 - (ii) by delivery
 - (iii) by email, or
 - (iv) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner,to the party's physical address or email stated in **Item 2, 3 or 4** of the Schedule or such other address as may be notified to the sender by the recipient from time to time or forwarded to the recipient by post at such.
- (b) Posted notices will be taken to have been received on the fifth business day after posting that is not a Saturday, Sunday or bank holiday in place of intended receipt, unless proved otherwise.
- (c) Notices hand delivered are taken to have been served immediately upon receipt.
- (d) Notices sent by email are taken to have been served or given at the time of receipt as specified in section 13A of the Electronic Transactions (Victoria) Act 2000.

25 General

In this Lease, unless the contrary intention appears:

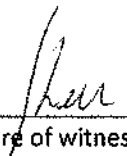
- (a) the singular includes the plural and vice versa;
- (b) words importing one gender include other genders;
- (c) a reference to a document or instrument, including this Lease, includes that document or instrument as novated, altered or replaced from time to time;

- (d) a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- (e) a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- (f) other grammatical forms of defined words or expressions have corresponding meanings;
- (g) a covenant, undertaking, representation, warranty, indemnity or agreement made or given by two or more parties or a party comprised of two or more persons, is made or given and binds those parties or persons jointly and severally;
- (h) a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- (i) a recital, schedule, annexure or description of the parties forms part of this Lease;
- (j) if an act must be done on a specified day that is not a business day, the act must be done instead on the next business day;
- (k) if an act required to be done under this Lease on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- (l) all monetary amounts are in Australian dollars;
- (m) a party that is a trustee is bound both personally and in its capacity as trustee of the trust for which it is acting as trustee;
- (n) a reference to an authority, institution, association or body ("original entity") that has ceased to exist, been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity; and
- (o) headings are for convenience only and do not affect the interpretation of this Lease.

EXECUTED AS A DEED

Landlord

SIGNED, SEALED & DELIVERED by)
MARION JEAN STILES in the presence of:)



Signature of witness

Kellie Sydor

Print name of witness



Signed by Wayne Andrew Stiles and
Geoffery David Stiles pursuant to Power of
Attorney dated 15 December 2023

Tenant

Executed by Stiles Farm Services Pty Ltd (ACN 102 235 398) by being signed by that person who is authorised to sign for the company in accordance with s.127(1) of the Corporations Act 2001.

.....
Sole Director and Sole Company Secretary
Name: Darren Robert Stiles
Address: 2150 Barrabool Road, Buckley VIC 3240

SCHEDULE

Item 1		Day of	2025
Item 2	Landlord	Marion Jean Stiles of 'Barwarre Gardens' Unit 89 Barwarre Road, Marshall VIC 3216 (ABN 13 417 399 007)	
Item 3	Tenant	Stiles Farm Services Pty Ltd (ACN 102 235 398) as trustee for the Stiles Farm Services Trust of 2150 Barrabool Road, Buckley VIC 3240; and	
Item 4	Guarantor	Not Applicable	
Item 5	Land	103 acres (41.78 hectares) or thereabouts situate at 45 Considines Road, Mount Moriac, Victoria 3240 and being the land comprised in Certificate of Title Volume 12002 Folio 587 (as attached).	
Item 6	Commencement Date	1 July 2025	
Item 7	Term	Commencing 1 July 2025 and terminating 28 February 2026.	
Item 8	Annual Rent	\$10,815.00 per annum (being \$105.00 per acre) including GST payable monthly on the 1 st business day of each month (being \$901.25 per month including GST).	
Item 9	Security Deposit	Not applicable.	
Item 10	Outgoings	The parties acknowledge that all outgoings associated with the Land will be payable by the Landlord.	
Item 11	Insurances	(a) Public Liability of Twenty million dollars for any single incident. (b) Tenant not required to reimburse Landlord amount equal to policy over Land.	
Item 12	Permitted Use	Means primary production purposes as defined by section 64(1) of the <i>Land Tax Act 2005</i> (Vic).	

Item 13	Right to Crop	The Tenant shall have the right to cultivate the Land in accordance with this Lease.
Item 14	Reinstatement of Crops	Not applicable.
Item 15	Maximum Beasts permitted	In accordance with reasonable farming practices.
Item 16	Further Terms	Not applicable.
Item 17	Market Review Dates	Not applicable.
Item 18	Legal Costs	The Landlord and the Tenant shall each bear one half the expense associated with the preparation of this Lease (being a total of \$1,300.00 plus GST and disbursements)
Item 19	Additional Provisions	Not applicable.

**FORM 1
ENDURING POWER OF ATTORNEY**

Regulation 5

THIS ENDURING POWER OF ATTORNEY is made under Part 3 of the *Powers of Attorney Act 2014* ("the Act") and has effect as a deed under Section 81 of the Act.

Name of principal: **MARION JEAN STILES**
Address of principal: **Barwarre Gardens, 89 Barwarre Road, Marshall, Victoria, Australia**

1. Appointment

- 1.1. **I APPOINT** my son **GEOFFERY DAVID STILES** of 26 Monterey Drive, Waurn Ponds, Victoria and my son **WAYNE ANDREW STILES** of Unit 2, 5 Bridge Street, Newtown, Victoria, to be my joint Attorneys.

2. Authorisation

I authorise my Attorneys to do anything on my behalf that I can lawfully do by an attorney for:-

- 2.1 Personal matters;
2.2 Financial matters.

3. Revocation

I specify that all previous enduring powers of attorney made by me under the *Powers of Attorney Act 2014*, the *Instruments Act 1958* or the *Guardianship and Administration Act 1986* are revoked.

4. Commencement

The powers under this enduring power of attorney for all matters are exercisable immediately on the making of this enduring power of attorney.

5. Conditions and Instructions

The exercise of power under this enduring power of attorney is subject to the following conditions or instructions:-

Conflict

- 5.1. I appoint each of my Attorneys knowing that any of my Attorneys or their children may be a beneficiary of any discretionary trust in relation to which, by exercising this Enduring Power of Attorney, they may make decisions which, directly or indirectly, affect the distributions or the conferral of financial benefits made by any such trust. It is my intention that the acts of my Attorneys remain valid, and do not constitute a breach of any of their duties, by reason of any actual or potential conflict of their interests with my own.
- 5.2. I authorise my Attorneys being my sons **GEOFFREY DAVID STILES** and **WAYNE ANDREW STILES** to act on my behalf even if their interests and duty in relation to the relevant transaction may conflict with my interest and duty in relation to those transactions; and they might personally benefit from the exercise of the powers conferred



by this Enduring Power of Attorney or might otherwise have an interest in the relevant transaction or its consequences.

Other

- 5.3. To the extent to which I am able, I authorise my Attorneys to act on my behalf with respect to any office position I hold with regards to **THE M & W STILES FAMILY WILL TRUST, THE M & A STILES FAMILY WILL TRUST** and **THE M & G STILES FAMILY WILL TRUST** or any other trust of which I hold the position of appointor, guardian, or any other position that gives the power to remove or replace the trustee or appointor of a trust, or where consent is required before the trustee makes a determination.
- 5.4. I authorise my Attorneys to obtain a copy of any Will which I may have in place from time to time and, where my Attorneys have reasonable notice of the existence and provisions of my Will, then I direct my Attorneys to ensure, as far as my Attorneys are able, given my financial needs, not to take any action which would defeat any specific gifts in my Will or the distribution of my assets in the manner in which I intend.
- 5.5. In relation to my superannuation:-
- (a) I authorise my Attorneys to apply for the release of any entitlements to superannuation from a fund of which I am a member where a medical practitioner has advised in writing that my life expectancy is 12 months or less even where the main benefit of this transaction is to maximise the funds available to my dependants or to the benefits of my deceased estate after my death.
- (b) I direct my Attorneys to confirm any existing binding death benefit nomination which I may have in place with respect to any superannuation fund of which I am a member if this is required to prevent the nomination from lapsing.
- 5.6. I request that my Attorneys obtain appropriate financial and legal advice before making any significant decisions on my behalf.

Signed

Marion J Stiles

.....
MARION JEAN STILES

Date:

.....
15 December 2023

CERTIFICATE OF WITNESSES

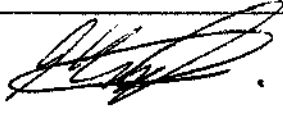
Each witness certifies that the principal appeared to freely and voluntarily sign this instrument in our presence; and

- at that time, the principal appeared to us to have decision making capacity in relation to the making of this enduring power of attorney; and
- we are not attorneys under this enduring power of attorney; and
- we are not relatives of the principal or of an attorney under this enduring power of attorney;
- we are not care workers or accommodation providers for the principal; and
- we are not the persons who are signing at the direction of the principal.

Witnessed by:

Witness 1

Witness 2

Full Name:	Jessica Daisy Regina Eagles	Ellie Rose McCorkell
Address:	Suite 2, 200 Malop Street, Geelong, Victoria 3220	Suite 2, 200 Malop Street, Geelong, Victoria 3220
Qualification:	Legal Practitioner	Legal Administration
Signed:		
Date:	15 December 2023	

Prepared by RENNICK & GAYNOR, Solicitors of 431 Riversdale Road, Hawthorn East 3123.
Telephone: (03) 9813 1911 Ref: EMC:RS3:234193

239820



Rennick & Gaynor
EST. 1919

NAME OF PRINCIPAL: MARION JEAN STILES
STATEMENT OF ACCEPTANCE OF APPOINTMENT – ATTORNEY

Name of attorney: **WAYNE ANDREW STILES**

Address of attorney: **Unit 2, 5 Bridge Street, Newtown, Victoria**

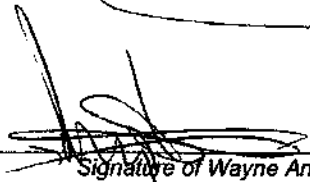
I ACCEPT my appointment as attorney under this enduring power of attorney and state that:

- I am eligible under Part 3 of the **Powers of Attorney Act 2014** to act as an attorney under an enduring power of attorney; and
- I understand the obligations of an attorney under an enduring power of attorney and under the **Powers of Attorney Act 2014** and the consequences of failing to comply with those obligations; and
- I undertake to act in accordance with the **Powers of Attorney Act 2014** that relate to the enduring powers of attorney.

For Financial Matters Only:-

I have disclosed to the principal that I have been convicted or found guilty of an offence involving dishonesty: YES / **NOT APPLICABLE** (please circle)

Signed:


Signature of Wayne Andrew Stiles

Date:

15.02.2024

I witnessed the signing of the statement of acceptance by the attorney.

Full Name of Witness	JESSICA DAISY REGINA EAGLES
Address of Witness	2/200 Mator Street, Geelong VIC 3124.
Signature of Witness	
Date	15.02.2024

Note: Each attorney must sign a statement of acceptance and it must be witnessed separately in the enduring power of attorney.

NAME OF PRINCIPAL: MARION JEAN STILES
STATEMENT OF ACCEPTANCE OF APPOINTMENT – ATTORNEY

Name of attorney: **GEOFFERY DAVID STILES**

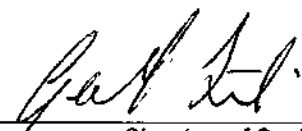
Address of attorney: **26 Monterey Drive, Waurin Ponds, Victoria**

I ACCEPT my appointment as attorney under this enduring power of attorney and state that:

- I am eligible under Part 3 of the **Powers of Attorney Act 2014** to act as an attorney under an enduring power of attorney; and
- I understand the obligations of an attorney under an enduring power of attorney and under the **Powers of Attorney Act 2014** and the consequences of failing to comply with those obligations; and
- I undertake to act in accordance with the **Powers of Attorney Act 2014** that relate to the enduring powers of attorney.

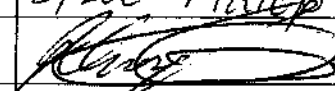
For Financial Matters Only:-

I have disclosed to the principal that I have been convicted or found guilty of an offence involving dishonesty: YES / **NOT APPLICABLE** (please circle)

Signed: 
Signature of Geoffrey David Stiles

Date: 15-2-2024

I witnessed the signing of the statement of acceptance by the attorney.

Full Name of Witness	JESSICA DAISY REGINA EAGLES
Address of Witness	2/200 Malep Street, Geelong VIC 3124.
Signature of Witness	
Date	15/2/2024.

Note: Each attorney must sign a statement of acceptance and it must be witnessed separately in the enduring power of attorney.

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.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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