

DATED

2026

CONTRACT OF SALE OF LAND

DALE RONALD CUNNINGTON AND MICHELLE LEE CUNNINGTON

to

PROPERTY:

LOT 2, 1530 BIRREGURRA-FORREST ROAD, BARWON DOWNS, VICTORIA 3243

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L A W Y E R S

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Contract of Sale of Land

Property: Lot 2, 1530 Birregurra-Forrest Road, Barwon Downs VIC 3243

IMPORTANT NOTICE TO PURCHASERS – COOLING OFF

Cooling-off period (section 31 *Sale of Land Act 1962* (Vic))

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

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

You are entitled to a refund of all the money you paid EXCEPT for \$100.00 or 0.2% of the Purchase Price (whichever is more) if you end the contract in this way.

EXCEPTIONS

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF THE PLAN

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

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 for 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.

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

The terms of this contract are contained in the:

- Particulars of Sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see General Condition 6.1),

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing:

- under power of attorney; or
- as Director of a corporation; or
- as Agent authorised in writing by one of the parties,

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

on/...../.....

Print name(s) of person signing:

State nature of authority if applicable:
(eg 'Director', "attorney under power of attorney")

Executed by)
[ACN] (Purchaser))
in accordance with the requirements)
of Section 127 of the Corporations Act)
2001 (Cth) by:)

.....

Director
Director's address

.....

Director/Secretary
Director's address

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

SIGNED BY THE VENDOR:

on/...../.....

Print name(s) of person signing: **Dale Ronald Cunnington**

SIGNED BY THE VENDOR:

on/...../.....

Print name(s) of person signing: **Michelle Lee Cunnington**

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

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PARTICULARS OF SALE

VENDOR(S) **H.F. RICHARDSON PROPERTY PTY LTD**
ESTATE AGENT of 5 Retreat Road, Newtown, Victoria 3220
Tel: 03 5229 8017 Mob:
Ref: Andrea Dunstan
Email: admin@hfrichardson.com.au

VENDOR(S) **DALE RONALD CUNNINGTON & MICHELLE LEE CUNNINGTON**
of 1535 Birregurra-Forrest Road, Barwon Downs, Victoria 3243

VENDOR(S) **WILLET LAWYERS PTY LTD**
LEGAL of P.O. Box 378, Williamstown, Victoria, 3016
PRACTITIONER Tel: 03 9391 3726 Mob: 0411 348 722
OR CONVEYANCER Ref: Margaret Willett
Email: margaret@willettlawyers.com.au

PURCHASER(S)
of
ABN/ACN:

PURCHASER(S)
LEGAL of
PRACTITIONER Tel: Mob:
OR CONVEYANCER Ref:
Email:

LAND (GC 7 & 13) The land is described in the table below.

Certificate of Title reference	being lot	on plan
Volume 12636 Folio 368	Lot 2	TP532421

The land includes all improvements and fixtures.

PROPERTY ADDRESS The address of the land is:
Lot 2, 1530 Birregurra-Forrest Road, Barwon Downs, Victoria 3243

GOODS SOLD Vacant Land
WITH THE LAND
(GC 6.3(f)) (list or
attach Schedule)

PAYMENT PRICE \$ _____

DEPOSIT \$ _____ 10% of the Price payable on signing

BALANCE \$ _____ payable at settlement

GST (GC 19) Subject to General Condition 19.2, the Price includes GST (if any) unless the words '**GST (if any) must be paid in addition to the Price**' appear in these brackets: [PLUS GST (IF ANY)]

If this is a sale of land:

- on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act; or
 - of a 'going concern',
- then add the words '**farming business**' or '**going concern**' in these brackets: [FARMING BUSINESS]

SETTLEMENT
(GC 17 and 26.2)

Is due on _____

LOAN (GC 20)

This contract is subject to a loan being approved if the word '**loan**' appears in these brackets: [_____]
If this contract is subject to a loan the following details apply:

Lender:

Loan Amount: no more than \$ _____

Loan Approval Date:

SPECIAL CONDITIONS

1. Privacy

- (a) Each party consents to the other party (and their legal practitioner or conveyancer named in this contract of sale) collecting, storing, and disclosing any information. This consent is limited to the information only being used to process and complete this transaction and any contemporaneous finance transactions by either party in respect of the property.
- (b) This disclosure may only be made to the extent necessary to conduct those transactions, and to necessary persons such as the other party, the other party's legal practitioner or conveyancer, the Commissioner, Property Exchange Australia Pty Ltd or any other electronic conveyancing network operator agreed by the parties; regulatory, taxing, registration, and municipal authorities, utility and service providers, the property's owners corporation, the estate agent for the transaction, and the parties respective financiers and their necessary agents such as land valuers. The identity and contact details for the information recipients are described in this contract and associated transaction documents, can be provided by the parties' legal practitioners or conveyancers, or may be located by internet searches.
- (c) Recipients collecting the information under legislative authority limit the use of the information to those legislative purposes, but those purposes may include maintaining publicly searchable registers and indexes. The legislative authority for those recipients includes the *Income Tax Assessment Act 1997 (Cth)*, *Taxation Administration Act 1953 (Cth)*, *Electronic Conveyancing National Law*, *Transfer of Land Act 1958*, *Duties Act 2000*, *Local Government Act 1989*, *Owner's Corporation Act 2006* and Legislation governing utilities and services and any relevant owners corporation. Some or all of those recipients are required to disclose the information to other entities, bodies or persons by law or to provide the utilities and services or to fulfil their purposes.
- (d) The failure to provide required information may result in the transaction not proceeding. The transaction not proceeding may result in the party responsible being liable for damages and contractual and other consequential liabilities.
- (e) All or some of the entities, bodies and persons that collect the information are required to have a privacy policy. Their privacy policies provide how an individual:
 - (i) may access the individual's personal information held by the entity;
 - (ii) seek correction of such information;
 - (iii) may complain about a breach of the Australian Privacy Principles or registered code; and
 - (iv) whether the entity is likely to disclose the personal information to overseas recipients.
- (f) The privacy policy will identify the countries in which the recipient of the personal information is located if it is practicable to do so or otherwise make the individual aware of them.

2. Guarantee

- (a) If the purchaser shall be or include a company then that company will upon signing of this contract procure the execution by each of its Directors on the part of the contract intended to be held by the vendor, a Guarantee and Indemnity of the full observance and performance by the purchaser of each and every obligation of the purchaser under this contract duly executed by each and every Director in the format attached to this contract.
- (b) If the purchaser nominates a company as an additional or substituted purchaser ("nominated purchaser") then that nominated purchaser shall deliver to the vendor immediately upon such nomination a Guarantee and Indemnity of the full observance and performance by the nominated purchaser of every obligation of the purchaser under this contract duly executed by each and every Director of the nominated purchaser.
- (c) If the duly executed Guarantee & Indemnity referred to in this special condition is not delivered to the vendor within 7 days of demand the purchaser and / or the nominated purchaser shall be deemed to be in default under this contract.

3. Vendors Statement

The purchaser acknowledges that before signing this contract or any prior contract for the land the purchaser received from the vendors a statement in accordance with Section 32 of the *Sale of Land Amendment Act 2014 (Vic)*.

4. Restrictions as to use

The property is sold subject to any restriction as to use under any order, plan, scheme, regulation or by-law made by any authority empowered by any legislation to control the use of the land. No such restriction constitutes a defect in the vendor's title or affects the validity of this contract. The purchaser must not make any requisition or objection and is not entitled to any compensation from the vendor in respect of any such restriction.

5. Representations

Any representation or warranty (if any) made by the vendor or its Agent or deemed so are hereby negated unless otherwise expressed herein and the purchasers acknowledge that the purchasers have not relied upon any representation or warranty which is not expressed herein.

6. Goods

The property and any goods sold by this contract shall not pass to the purchaser until payment in full of the Purchase Price.

7. Agency

If the purchaser buys as Agent on behalf of an undisclosed Principal the purchaser shall remain personally liable under this contract.

8. Condition of Property

(a) The property and any goods are sold in their present condition and subject to any defects and subject to any notices or orders affecting the property as disclosed in the vendor's statement or otherwise.

(b) No failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

9. Admissions

(a) The purchaser has inspected and accepts the property improvements and the contents thereof in their present state and condition.

(b) The vendor makes no warranty or representation:

(i) that the land is identical with the land described in the Particulars of Sale; or

(ii) that the property and improvements comply with all laws applicable to land and the requirements of any authority; or

(iii) that the improvements are erected within the boundaries of the land; or

(iv) that the improvements owned by other persons do not encroach onto the land; or

(v) as to the condition of the property.

10. The Purchaser may not call upon the Vendor

(a) The purchaser may not call upon the vendor to:

(i) amend title; or

(ii) rectify any failure to comply with a law applicable to land or a requirement of any authority; or

(iii) relocate any improvements not erected within the boundaries of the land; or

(iv) remove or relocate any improvements owned by other persons which encroach onto the land; or

(v) do any work to the property; or

(vi) bear the cost of doing so.

11. Services

The purchaser shall be responsible to pay for any fees charged by any service provider for electricity, water, sewerage, gas (if available) and telephone for the actual connection of such service to the property.

12. Fencing Boundaries

The parties to this contract acknowledge and agree that should any fencing be found not to be on its correct boundary, or that any give and take fences exist, or that there are any encroachments by or upon the property, or that any boundaries of the property are not fenced, or that any fence is not functional or is in need of repair, the vendor is not liable to make any compensation in respect thereof, or to erect or contribute to the expense of the erection of any new or replacement fencing on its correct line, or any repair or otherwise.

13. Foreign Acquisitions and Takeovers Act

If the purchaser or nominated purchaser is a foreign person within the meaning of the *Foreign Acquisitions and Takeovers Act 1975* (as amended from time to time) evidence of approval or exemption obtained from the Foreign Investment Review Board (FIRB) of the Commonwealth of Australia must be provided to the vendor within fourteen (14) days from day of sale. In the event evidence is not or cannot be provided, the purchaser shall be deemed to be in default under this Contract.

14. Non Merger

Any term of this contract that remains to be performed or is capable of having effect after the date of settlement will not merge on transfer of the property but will continue to have full force and effect.

15. Digital Duties Form

Further to General Condition 10.2 the purchasers representative undertakes to complete the Digital Duties form prepared and ensure the document is ready for signing at least ten (10) business days before settlement.

16. The Vendor Gives Notice

The vendor gives notice to the purchaser that in the event that the purchaser fails to pay any moneys due under this contract on the due date for payment of same, or to complete the purchase of the property on the due date specified in the contract or any such date as may have been mutually agreed to by the parties, then the purchaser will pay to the vendor interest on the balance owing under the contract of sale at the rate of four percent (4%) per annum **plus** the rate for the time being fixed by sections 2 of the *Penalty Interest Rates Act 1983* (Vic) in lieu of the rate as specified in general condition 33 of this contract as well as the following expenses:

- (a) All costs incurred by the vendor associated with obtaining 'Bridging Finance' to complete the vendor's purchase of another property and interest charged on such Bridging Finance.
- (b) Interest payable by the vendor under any existing Mortgage over the property calculated from the due date.
- (c) Accommodation expenses necessarily incurred by the vendor.
- (d) Additional costs and expenses as between the vendor and the vendor's representative.
- (e) Any costs, expenses and penalties incurred by the vendor to a third party through any delay in completion of the vendor's purchase.
- (f) Re-booking fee and settlement fees payable to the vendor's representative in the sum of \$150.00 plus any such fees levied by the vendor's Mortgagee and third parties.

17. Smoke Alarms

If the Property includes a dwelling or sole occupancy unit which is or forms part of a building to which Regulation 5.14 of the Building Regulations 1994 applies that requires the installation of a self-contained smoke alarm complying with AS3786-1993, it is agreed that the Purchaser shall comply with the said Regulation, and pay the cost of such compliance, within the time required by the said Regulation, and the Purchaser shall indemnify and keep the Vendor indemnified against any noncompliance with the said Regulation after the Day of Sale.

18. Swimming Pool or Spa

In the event the Property includes a swimming pool/spa, the Purchaser hereby acknowledges by the signing of this Contract that the swimming pool/spa located on the Property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, that the Purchaser cannot terminate this Contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement nor seek any compensation from the Vendor for any non-compliance.

19. Subject To Building Inspection

In the event that this Contract of Sale is subject to a Building Inspection in accordance with General Condition 21, the number 14 is replaced with the number 7 in General Condition 21.2.

20. Subject To Pest Inspection

In the event that this Contract of Sale is subject to a Pest Inspection in accordance with General Condition 22, the number 14 is replaced with the number 7 in General Condition 22.2.

21. Solar Panels

- (a) The vendor makes no representation or gives any warranties whatsoever with respect to any solar panels or inverter installed on the property hereby sold (if any) in relation to their condition, state of repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way.
- (b) The purchaser acknowledges that any current arrangements with any energy supplier shall cease upon Settlement and the purchaser will make their own enquiries and negotiations with the current energy supplier or an energy supplier of the purchaser's choice with regard to a feed in tariff for any electricity generated or any benefit provided by the solar panels.

22. General Conditions - Other

- (a) The parties acknowledge and agree that general conditions 13, 15, 16, 30, shall not apply to this Contract.
- (b) The purchaser acknowledges that should this contract be subject to finance that is noted on the Particulars of Sale, then General Condition 20.2(c) is to be deleted and the following sentence is to be inserted:

“Serves written notice ending this contract on the vendor's representative, together with written evidence of rejection or non-approval of the loan, on or by 5.00 p.m. on the approval date.”

23. FIRB

- (a) The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not require the purchaser to obtain consent to enter this contract of sale or if there is a requirement to obtain consent, the purchaser has already received consent and been approved to purchase the property.
- (b) If there is a breach of the warrant contained in this clause the purchaser must compensate indemnify and keep indemnified the vendor for any loss, damage or cost the vendor incurs as a result of the breach.

24. Stamp Duty – Purchasers Buying Unequal Interests

- (a) More than one purchaser
If there is more than one purchaser, it is the purchaser's responsibility to ensure that the contract of sale correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- (b) Purchaser's responsibility
If the proportions recorded in the Transfer differ from those recorded in the contract of sale, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- (c) Indemnity
The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in the contract of sale.

25. Fencing

The Vendors and the Purchaser acknowledge and agree that the Vendors shall prior to settlement and at their own expense, construct a boundary fence and farm gate on the title boundary as pegged between the Land sold and Lot 1 on Title Plan 532421 which shall be constructed as a post and six wire farm fence.

GUARANTEE

TO: The withinnamed and described vendor (**Vendor**)

In consideration of the Vendor having at the request of the person whose name address and description are set forth in the Schedule below (**Guarantor**) agreed to sell the land described in this Contract of Sale of Land (**Contract**) to the withinnamed purchaser (**Purchaser**) the Guarantor GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in this Contract and all other moneys that are payable or may become payable pursuant thereto (**Moneys Hereby Secured**) AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in this Contract and on the part of the Purchaser to be performed and observed AND THE GUARANTOR EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined this Contract and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:

1. The Vendor shall have the fullest liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers rights authorities and discretions conferred by this Contract on it and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the moneys owing or any other covenants contained or implied in this Contract or any other remedies or securities available to the Vendor and the Guarantor shall not be released by any exercise by the Vendor of its liberty with reference to the matters aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which by Contract or any other remedies or securities available to operation of law would but for this provision have the effect of so releasing the Guarantor.
2. This Guarantee shall be a continuing Guarantee and shall not be considered as wholly discharged by the payment at any time hereafter of any part of the Moneys Hereby Secured or by any settlement of account, intervening payment or by any other matter or thing whatsoever except the payment by the Purchaser of the whole of the purchase price, interest and other moneys payable by the Purchasers under this Contract.
3. This Guarantee shall not be determined by the liquidation of the Guarantor and shall bind the successors or assignees of the Guarantor.
4. This Guarantee shall not be affected or prejudiced by any variation or modification of the terms of this Contract except that the Contract as varied or modified shall thereafter be deemed to be the Contract of Sale referred to in this Guarantee or by the transfer or partial transfer of any part of the land to the Purchaser pursuant to the terms thereof.
5. This Guarantee shall not affect or be affected by any or any further security now or hereafter taken by the Vendor or by any loss by the Vendor of such collateral or other security or otherwise any of the moneys at any time owing under this Contract to the Vendor or by any laches or mistake on the part of the Vendor.
6. This Guarantee and Indemnity shall at all times be valid and enforceable against the Guarantor notwithstanding:
 - a) That the contract for the repayment of the Moneys Hereby Secured is void or cannot be legally enforced against the Purchaser for reasons arising out of an act, omission, state or condition of the Purchaser.
 - b) That the Purchaser was prohibited (whether expressly or by implication) by law contract or otherwise from entering into this Contract or was without the capacity or under some legal disability in respect thereof;
 - c) That the Vendor had or ought to have had knowledge of any matters referred to in sub-paragraph b) of this clause.
7. Until the Vendor has received all moneys payable to it under this Contract the Guarantor shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment on the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed or arrangement or a composition in satisfaction of its debts or a scheme of arrangement of its affairs the Guarantor shall not be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantor to the full amount of this Guarantee the moneys due to the Vendor. The Guarantor further covenants with the Vendor after the Purchaser shall have gone into liquidation to pay to the Vendor all sums of money received by the Guarantor for credit of any

- account of the Purchaser and for which the Guarantor may in any liquidation or official management of the Purchaser be obliged to account or may in its discretion so account.
8. Any demand or notice to be made upon the Guarantor by or on behalf of the Vendor hereunder shall be deemed to be duly made if the same be in writing and signed by a Director of the Vendor or by any Solicitor purporting to act for the Vendor or by any other person duly authorised by the Directors of the Vendor to make such demand on behalf of the Vendor and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at its address as hereinbefore provided.
 9. The Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other moneys if any payable pursuant to this Contract in the performance of the obligations contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
 10. This Guarantee shall enure for the benefit of the Vendor and its successors and transferees.
 11. For the consideration aforesaid and as a separate and coverable covenant the Guarantor HEREBY AGREES to indemnify the Vendor not only by reason of the non-payment by the Purchaser of all moneys payable or that may become payable under this Contract but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to this Contract.
 12. Notwithstanding anything else contained (but subject to clause 6(a) and 11) the Guarantor shall not be liable, in any circumstances whatsoever, for any amount whatsoever in excess of the amount for which the Purchaser shall be liable under this Contract and upon payment to the Vendor of all moneys payable as aforesaid under this Contract and any moneys payable under clause 6(a) and 11 (if any) whether by the Purchaser or by the Guarantor or otherwise then this Guarantee shall be at an end and the Guarantor shall be forever freed and discharged from all of its provisions.

SCHEDULE

Vendor: Dale Ronald Cunnington & Michelle Lee Cunnington

Purchaser:

Guarantor: of

IN WITNESS whereof the said Guarantor/s have set their hands and seals

this day of 202 .

Signed sealed and delivered by)
 the said Guarantor) _____
 in Victoria in the presence of:)

 Full name of witness

 Signature of witness

GENERAL CONDITIONS

Contract Signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993 (Vic)* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993 (Vic)* and regulations made under the *Building Act 1993 (Vic)*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993 (Vic)* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

- (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives:
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
 - (a) that:
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5,000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if:
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor:
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay; as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.6 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 appropriate facilities for receipt.
- However unless otherwise agreed:
- (d) payment may not be made by credit card, debit card, or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable words are provided in brackets in the particulars of sale.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the Particulars of Sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become the registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or

- (b) at the option of either party, otherwise than electronically as soon as possible if after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
 - (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the Particulars of Sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the Particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In these general conditions:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING INSPECTION REPORT

- 21.1 This general condition only applies if the applicable words are provided in brackets in the particulars of sale.
- 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:
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,which is:
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; andthe author states it is a major defect.
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST INSPECTION REPORT

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

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that 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
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-200(1) of Schedule 1 to the Tax Act. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 will 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 Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Tax Act 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 Tax Act. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with the evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network;
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it; or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act 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 Tax Act is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with the section 14-250 (1) of Schedule 1 to the Tax Act.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962 (Vic)* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.
- 27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962 (Vic)* applies.

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and

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

35. DEFAULT NOT REMEDIED

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

DATED

2026

VENDOR'S STATEMENT

VENDOR:

DALE RONALD CUNNINGTON & MICHELLE LEE CUNNINGTON

PROPERTY:

LOT 2, 1530 BIRREGURRA-FORREST ROAD, BARWON DOWNS VICTORIA 3243



Mb: 0411 348 722 Ph: 03 9391 3726
PO Box 378, Williamstown, VIC 3016
margaret@willettlawyers.com.au

Vendor Statement

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the Vendor's legal obligation to give certain statements and documents to a Purchaser before the Purchaser signs a Contract to purchase the land. This document incorporates the requirements in Section 32 of the *Sale of Land Act 1962* as at 1 October 2014.

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

This statement must be signed by the Vendor and given to the Purchaser before the Purchaser signs the Contract.

The Vendor may sign by electronic signature.

The Purchaser acknowledges being given this statement signed by the Vendor with the attached documents before the Purchaser signed any Contract.

Land	LOT 2 ON TITLE PLAN 532421 AND BEING THE LAND COMPRISED IN CERTIFICATE OF TITLE VOLUME 12636 FOLIO 368, ALSO KNOWN AS: 1530 BIRREGURRA-FORREST ROAD, BARWON DOWNS VICTORIA 3243.
Vendor's Name	DALE RONALD CUNNINGTON
Vendor's Signature	<div style="border: 1px solid black; padding: 2px;"> <small>Signed by:</small>  <small>6F8A063091884E1...</small> </div> <div style="float: right;"> Date: 24/2/2026 </div>
Vendor's Name	MICHELLE LEE CUNNINGTON
Vendor's Signature	<div style="border: 1px solid black; padding: 2px;"> <small>Signed by:</small>  <small>02468EB0326E47B...</small> </div> <div style="float: right;"> Date: 24/2/2026 </div>
Purchaser's Name	
Purchaser's Signature	Date: / /
Purchaser's Name	
Purchaser's Signature	Date: / /

1. FINANCIAL MATTERS

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

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

(b) There are NO amounts for which the Purchaser may become liable as a consequence of the sale of which the Vendor might reasonably be expected to have knowledge which are not included in items 1.1(a) above; other than any amounts described in this rectangular box.

\$NIL

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

Nil, unless set out in the attached certificates (if any) the total of which are included in the amount in 1.1(b), such charges can include:

- State Revenue Office Property Clearance Certificate - Land Tax (shown on the Land Tax Certificate);
- State Revenue Office Property Clearance Certificate – Windfall Gains Tax (shown on the Windfall Gains Tax Certificate);
- State Revenue Office Property Clearance Certificate – Commercial and Industrial Property Tax (shown on the Commercial and Industrial Property Tax Certificate);
- Fire Services Levy / State Government / EPA Victoria Landfill Levy (shown on the Land Information Certificate, if applicable).

1.3 **Terms Contract**

This Section 1.3 only applies if this Vendor Statement is in respect of a terms Contract where the Purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the Vendor after the execution of the Contract and before the Purchaser is entitled to a Conveyance or Transfer of Land.

Not applicable.

1.4 **Sale Subject to Mortgage**

This Section 1.4 only applies if this Vendor Statement is in respect of a Contract which provides that any mortgage (whether registered or unregistered) is NOT to be discharged before the Purchaser becomes entitled to possession or receipts of rents and profits.

Not applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows:

AVPCC No. 530.2

(b) Is the land tax reform scheme land within the meaning of the CIPT Act?

NO.

(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows:

Not applicable.

2. INSURANCE

2.1 **Damage and Destruction**

This Section 2.1 only applies if this Vendor Statement is in respect of a Contract which does NOT provide for the land to remain at the risk of the Vendor until the Purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable.

2.2 **Owner-Builder**

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

Not applicable.

3. **LAND USE**

3.1 **Easements, Covenants or Other Similar Restrictions**

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):-
Is in the attached copies of title document/s.

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

None to the Vendor's knowledge.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an "X"

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. **NOTICES**

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

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

Are contained in the attached certificates and/or statements (if any) and otherwise none to the Vendor's knowledge.

4.2 **Agricultural Chemicals**

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

None to the Vendor's knowledge.

4.3 **Compulsory Acquisition**

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

None to the Vendor's knowledge.

5. **BUILDING PERMITS**

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

Not applicable.

6. **OWNERS CORPORATION**

This Section 6 only applies if the land is affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

Not applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

7.1 Work-in-Kind Agreement

This Section 7.1 only applies if the land is subject to a work-in-kind agreement.
Not applicable.

7.2 GAIC Recording

This Section 7.2 only applies if there is a GAIC recording.
Not applicable.

8. SERVICES

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

Electricity supply Gas supply Water supply Sewerage
Telephone services

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

A Registered Search Statement and the document, or part of a document, referred to as the “diagram location” in that statement which identified the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

10.2 Staged Subdivision

This Section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 27 of the *Subdivision Act 1988*.
Not applicable.

10.3 Further Plan of Subdivision

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

11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000 m sq, (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not applicable.

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

Register Search Statement:

- Certificate of Title Volume 12636 Folio 368*
- Copy Title Plan 532421U*

Colac Otway Shire Council Information Statement

State Revenue Office Property Clearance Certificate – Land Tax

State Revenue Office Property Clearance Certificate – Commercial and Industrial Property Tax

State Revenue Office Property Clearance Certificate – Windfall Gains Tax

Property Planning Certificate

Property Planning Reports

VicRoads Certificate

Due Diligence Checklist



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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 12636 FOLIO 368

Security no : 124131870631L
Produced 04/02/2026 01:42 PM

LAND DESCRIPTION

Lot 2 on Title Plan 532421U.
PARENT TITLE Volume 07215 Folio 875
Created by instrument AZ585491W 12/09/2025

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
DALE RONALD CUNNINGTON
MICHELLE LEE CUNNINGTON both of 1535 BIRREGURRA-FORREST ROAD BARWON DOWNS
VIC 3243
AK540216E 21/08/2013

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE TP532421U FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AZ585491W (E)	APPLICATION FOR NEW FOLIO Registered	03/10/2025

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

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

Street Address: 1530 BIRREGURRA-FORREST ROAD BARWON DOWNS VIC 3243

ADMINISTRATIVE NOTICES

NIL

eCT Control 21093U WILLETT LAWYERS PTY LTD
Effective from 03/10/2025

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	TP532421U
Number of Pages (excluding this cover sheet)	3
Document Assembled	04/02/2026 13:42

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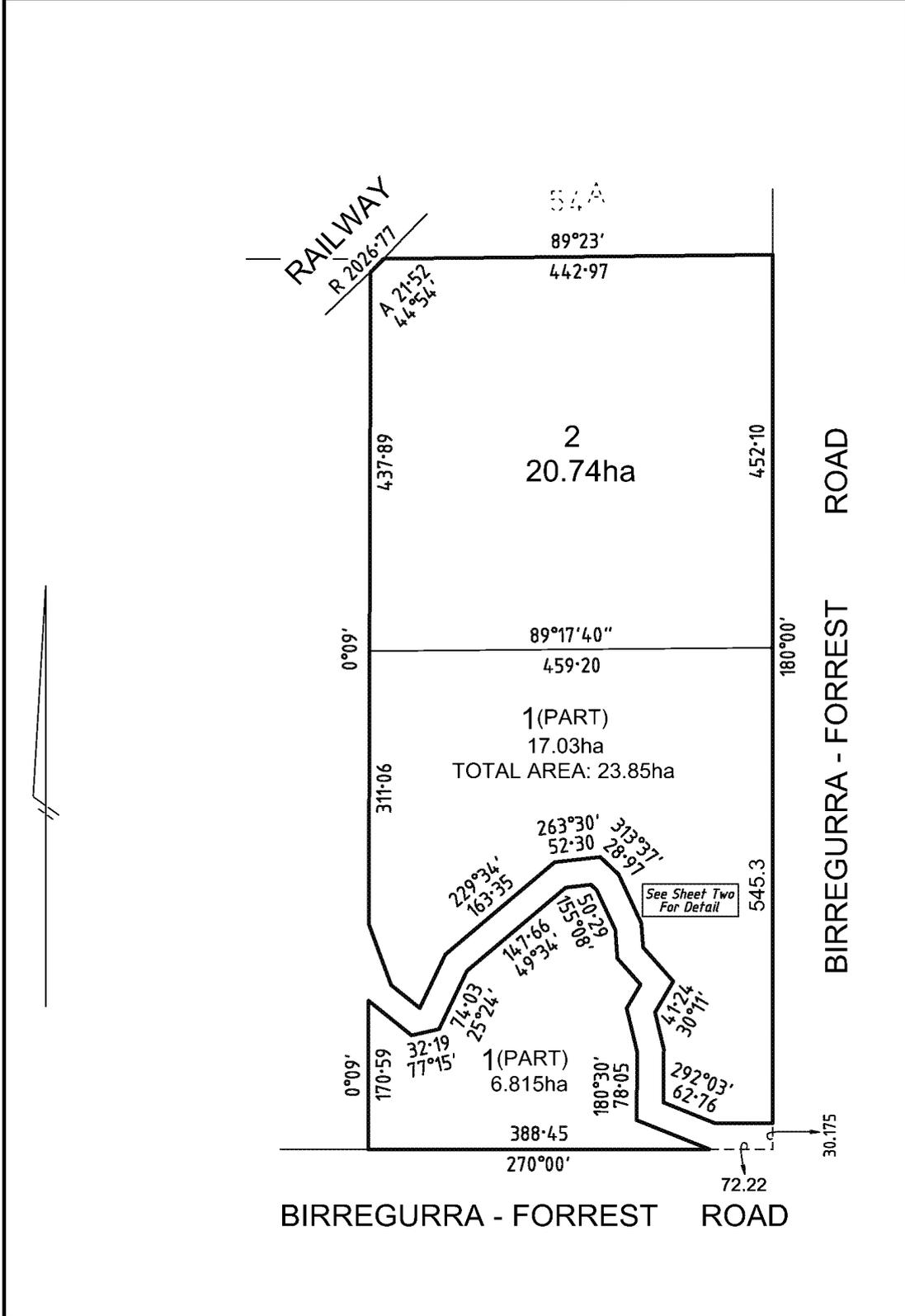
<h1>TITLE PLAN</h1>	EDITION 1	<h1>TP532421U</h1>
LOCATION OF LAND PARISH: MURROON TOWNSHIP: SECTION: CROWN ALLOTMENT: 53(P.T.), 54B(P.T.) CROWN PORTION: LAST PLAN REFERENCE: DERIVED FROM: C/T V.7215 F.875 DEPTH LIMITATION: NIL.	NOTATIONS DIMENSIONS ARE BASED ON THE SURVEY IN AP10718 SECTION 233, M407A AND LITHO.	

THIS PLAN HAS BEEN PREPARED BY LAND VICTORIA FOR TITLE DIAGRAM PURPOSES

Checked by: REN

Date: 02/10/2025

Assistant Registrar of Titles



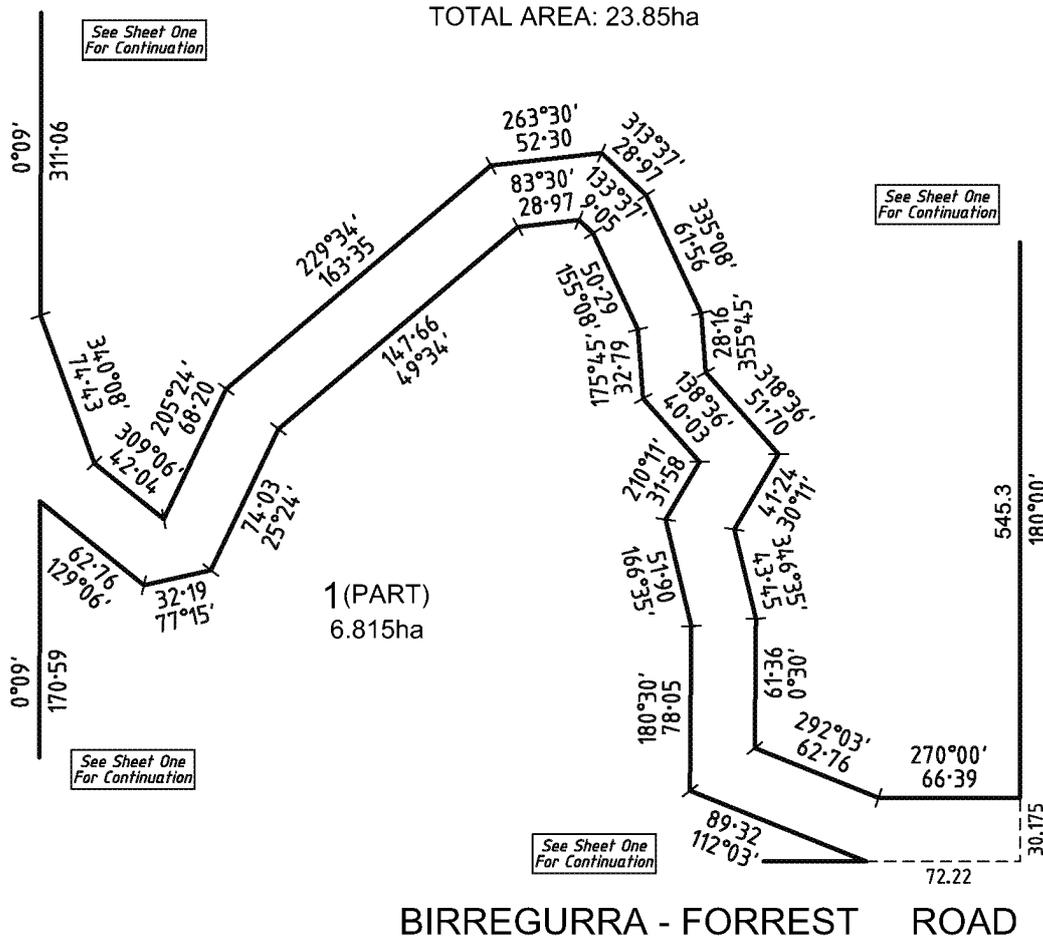
LENGTHS ARE IN METRES	SCALE —	SHEET 1 OF 2
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TITLE PLAN

TP532421U

1 (PART)
17.03ha
TOTAL AREA: 23.85ha

1 (PART)
6.815ha



LAND INFORMATION CERTIFICATE

(Issued pursuant to Section 229 Local Government Act 1989)


Colac Otway
 SHIRE
CERTIFICATE NO: 19007**DATE ISSUED:** 05/02/2026**YOUR REF NO:** 79541905-013-4**ABN:** 32 430 819 755

PO Box 283, Colac VIC 3250

Phone: 03 5232 9400

Email: inq@colacotway.vic.gov.au**RATING YEAR 1 JULY 2025 TO 30 JUNE 2026****PROPERTY DETAILS**

PROPERTY NO:	11854		
LOCATION:	1530 Birregurra-Forrest Road BARWON DOWNS 3243		
PROPERTY DESCRIPTION:	Lot: 1 TP: 532421 V/F: 12636/367, Lot: 2 TP: 532421 V/F: 12636/368		
PARISH:	Murroon	LAND AREA:	44.6331 Hectares
AVPC CODE:	530.2 – Mixed farming and grazing with infrastructure		

VALUATION DETAILS

SITE VALUE:	\$1,000,000
CAPITAL IMPROVED VALUE:	\$1,250,000
NET ANNUAL VALUE:	\$62,500
VALUATION DATE:	01/01/2025
OPERATIONAL DATE:	01/07/2025

RATE CHARGES AND OTHER MONIES**See reverse for more information**

Rates declared to by Council on 24 June 2025

RATES	
Rural Farm	\$2,296.25
Municipal Charge	\$216.00
ESVF - Primary Production	\$358.75
Primary Production ESVF Fixed Charge	\$275.00
Current Year Rates and Charges:	\$3,146.00
ADJUSTMENTS	
Rate Arrears to and interest brought forward from 2024/2025	\$0.00
Interest on arrears from 01/07/2025	\$0.00
Less Rebates (Pension, Trust for Nature or Drought Relief Rebate):	-\$1,004.90
Less Payments:	-\$1,069.10
Other Adjustments:	<u>\$0.00</u>
Rates Balance Outstanding:	<u>\$1,072.00</u>
PROPERTY DEBTS	
SPECIAL RATES AND CHARGES	
nil	
Other Debtor Amounts	
TOTAL RATES, CHARGES AND OTHER MONIES OUTSTANDING	\$1,072.00

FURTHER INFORMATION:**Subject Land Part of Rates Assessment with Other Lots**

The lot being purchased is included in a rates assessment with other land owned by the vendor. Rates shown on this Land Information Certificate are calculated on the basis of all land contained in the assessment being valued as a single parcel of land.

Once settlement has occurred, a new assessment will be created for the portion sold and will be separately valued and categorised for rating purposes with rates calculated for the proportion of the year that the portion was excised from the original parcel of land. This will include a Municipal Charge and if relevant a Waste Management Charge.

The new Valuations will not take effect until the 2026/2027 Financial Year.

Settlement after Due Date

Please note the rates and charges quoted in this certificate are due to be paid by 15 February 2026. If settlement of this property is to occur after that date an updated rates balance will need to be obtained. These details may be obtained by contacting the Rates department on 03 5232 9400.

Drought Assistance Remissions Provided

Please note the Primary Producer rebate has been deducted from the amount of rates and charges levied as the property qualifies to receive the discount in the 2025-2026 year. The rebate will not be provided in future.

IMPORTANT INFORMATION**WHAT THIS CERTIFICATE PROVIDES**

This Certificate provides information regarding valuations, rates, charges, other moneys owing and any orders and notices made under the Local Government (Miscellaneous) Act 1958, Local Government Act 1989 or under a local law or by-law of the Council on property prescribed above for the year ending 30th June 2026.

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

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

Please note a fee may be applicable for this information

CURRENCY OF CERTIFICATE

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

I certify that as at 05/02/2026 the information given in this certificate is a true and correct disclosure of the rates and other monies and interest payable to the COLAC OTWAY SHIRE as required under the Local Government Act 1989.

Fee Payable \$30.60

YOUR REF NO: 79541905-013-4

APPLICANT: Secure Electronic Registries Victoria Pty Ltd
PO Box 500
EAST MELBOURNE VIC 8002

Jan Coventry

Jan Coventry
AUTHORISED OFFICER

BPay Details for Rates Payments:

Bill Code: 22400
Bill Reference: 0000 1185 45

Property Clearance Certificate

Land Tax



INFOTRACK / WILLETT LAWYERS PTY LTD

Your Reference:	26-2293
Certificate No:	96868260
Issue Date:	06 FEB 2026
Enquiries:	TVD0

Land Address: 1530 BIRREGURRA-FORREST ROAD BARWON DOWNS VIC 3243

Land Id	Lot	Plan	Volume	Folio	Tax Payable
18268169	2	532421	12636	368	\$0.00

Vendor: MICHELLE CUNNINGTON & DALE CUNNINGTON

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
D R CUNNINGTON PROPERTY TRUST	2026	\$1,000,000	\$0.00	\$0.00

Comments: Property is exempt: LTX primary production land.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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


Paul Broderick
 Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$1,250,000
SITE VALUE (SV):	\$1,000,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 96868260

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 = \$4,650.00

Taxable Value = \$1,000,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$12,500.00

Taxable Value = \$1,250,000

Calculated as \$1,250,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 96868260

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: 96868260

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / WILLETT LAWYERS PTY LTD

Your Reference:	26-2293
Certificate No:	96868260
Issue Date:	06 FEB 2026
Enquires:	TVD0

Land Address: 1530 BIRREGURRA-FORREST ROAD BARWON DOWNS VIC 3243

Land Id	Lot	Plan	Volume	Folio	Tax Payable
18268169	2	532421	12636	368	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
530.2	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:	\$1,250,000
SITE VALUE:	\$1,000,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 96868260

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / WILLETT LAWYERS PTY LTD

Your Reference:	26-2293
Certificate No:	96868260
Issue Date:	06 FEB 2026

Land Address: 1530 BIRREGURRA-FORREST ROAD BARWON DOWNS VIC 3243

Lot	Plan	Volume	Folio
2	532421	12636	368

Vendor: MICHELLE CUNNINGTON & DALE CUNNINGTON

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.

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 96868260

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

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 96868260</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 96868260</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1222380

APPLICANT'S NAME & ADDRESS

WILLETT LAWYERS PTY LTD C/- INFOTRACK (SMOKEBALL)
C/- LANDATA
MELBOURNE

VENDOR

CUNNINGTON, DALE RONALD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

381008

This certificate is issued for:

LOT 2 PLAN TP532421 ALSO KNOWN AS 1530 BIRREGURRA-FORREST ROAD BARWON DOWNS
COLAC OTWAY SHIRE

The land is covered by the:

COLAC OTWAY PLANNING SCHEME

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

The land:

- is included in a FARMING ZONE
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

09 February 2026

Sonya Kilkenny
Minister for Planning

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

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

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

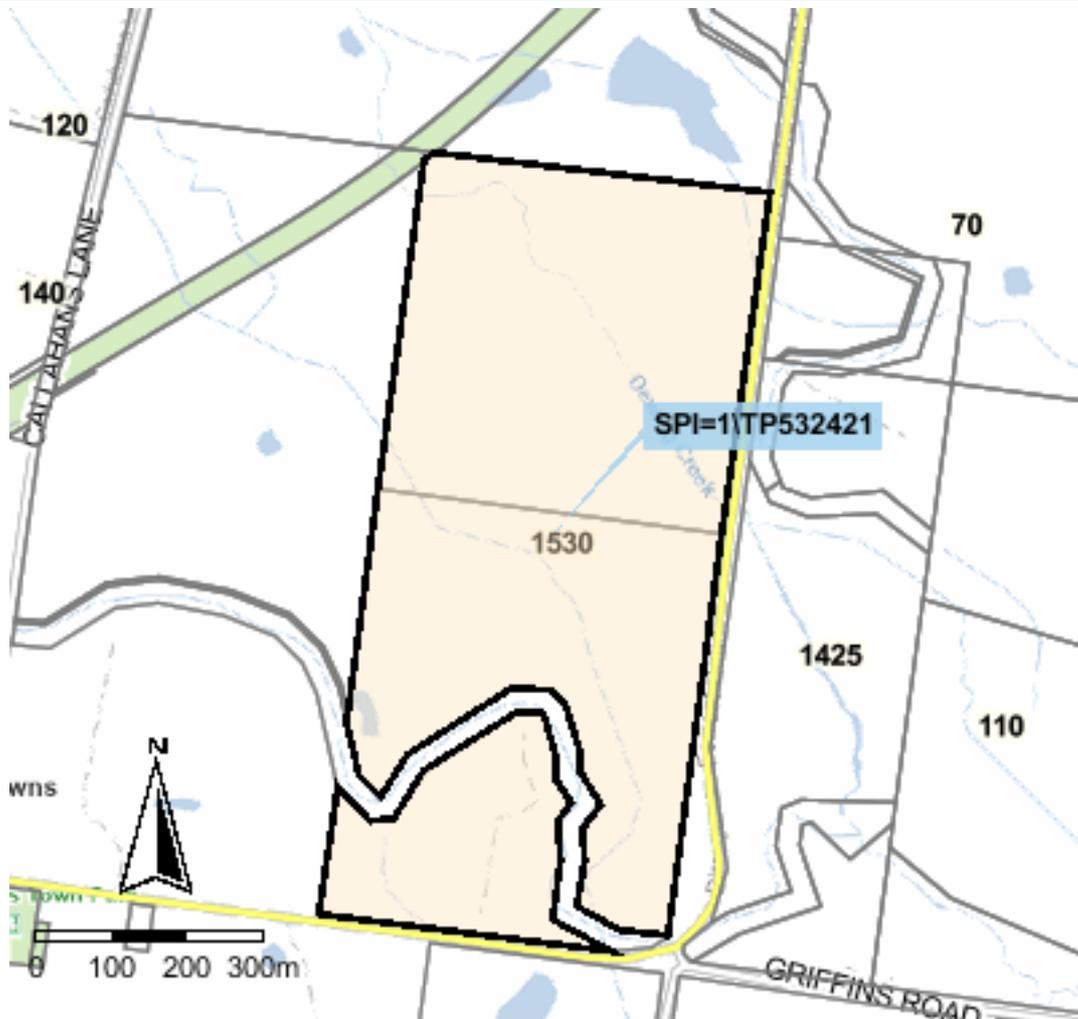
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PROPERTY REPORT

Created at 04 February 2026 12:18 PM

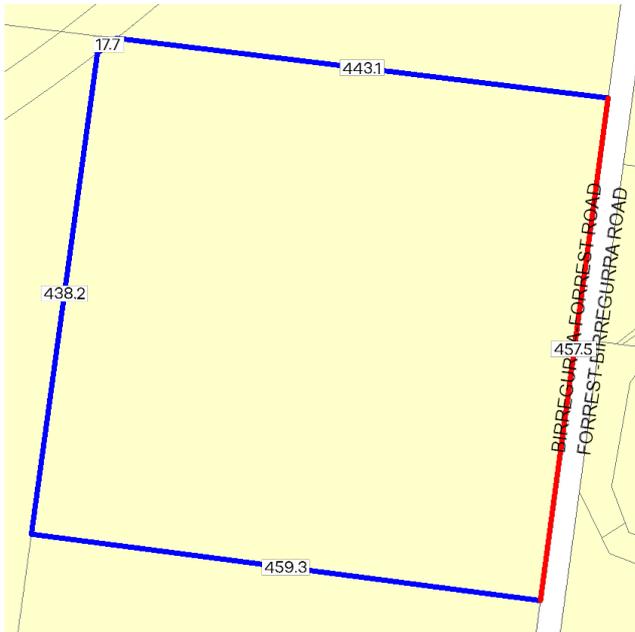
PROPERTY DETAILS

Lot and Plan Number: **Lot 2 TP532421**
 Address: **1530 BIRREGURRA-FORREST ROAD BARWON DOWNS 3243**
 Standard Parcel Identifier (SPI): **2\TP532421**
 Local Government Area (Council): **COLAC OTWAY**
 Council Property Number: **11854 (Part)**
 Directory Reference: **Vicroads 92 E9**

www.colacotway.vic.gov.au

SITE DIMENSIONS

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



Area: 208810 sq. m (20.88 ha)

Perimeter: 1820 m

For this property:

- Site boundaries
- Road frontages

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

1 overlapping dimension label is not being displayed

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

PARCEL DETAILS

This is 1 parcel of 2 parcels comprising this property. The parcel searched for is marked with an * in the table below

	Lot/Plan or Crown Description	SPI
	Lot 1 TP532421	1\TP532421
*	Lot 2 TP532421	2\TP532421

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: **POLWARTH**

PROPERTY REPORT

PLANNING INFORMATION

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

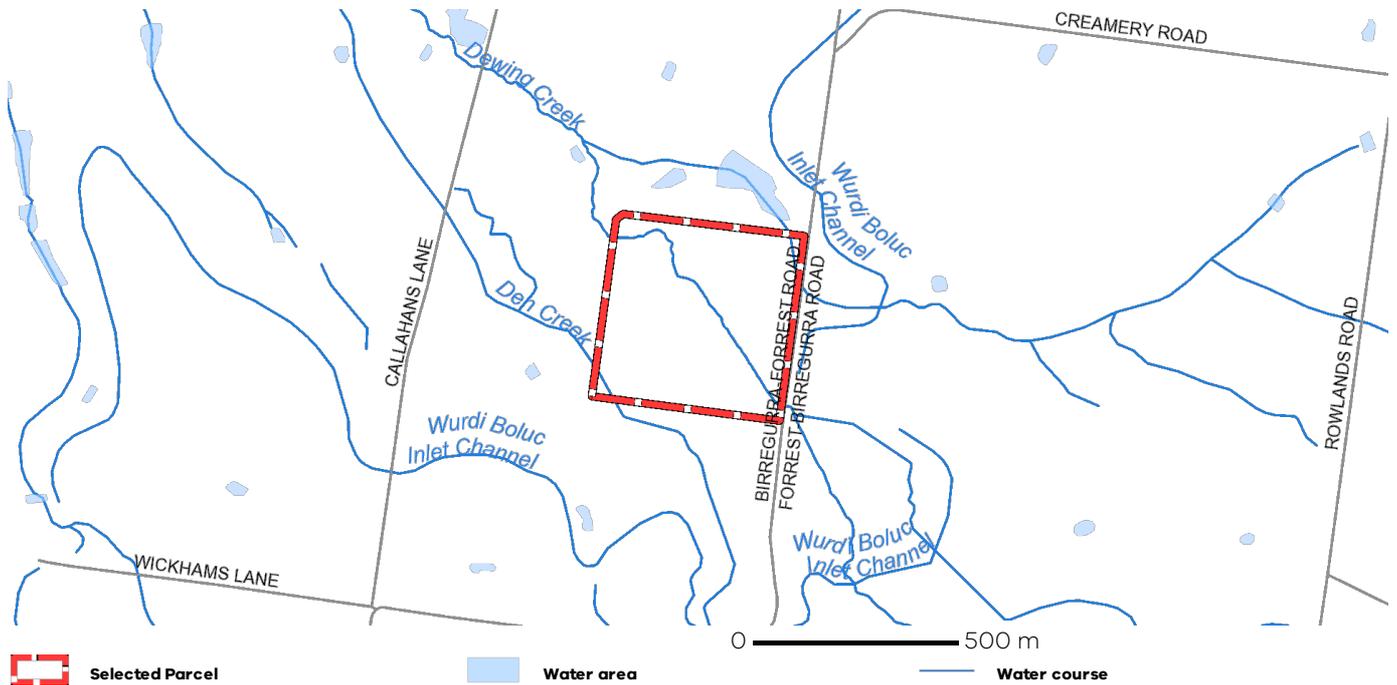
The Planning Property Report for this parcel can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 04 February 2026 12:18 PM

PROPERTY DETAILS

Lot and Plan Number: **Lot 2 TP532421**
 Address: **1530 BIRREGURRA-FORREST ROAD BARWON DOWNS 3243**
 Standard Parcel Identifier (SPI): **2\TP532421**
 Local Government Area (Council): **COLAC OTWAY**
 Council Property Number: **11854 (Part)**
 Planning Scheme: **Colac Otway**
 Directory Reference: **Vicroads 92 E9**

www.colacotway.vic.gov.au

[Planning Scheme - Colac Otway](#)

This parcel is one of 2 parcels comprising the property. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

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

STATE ELECTORATES

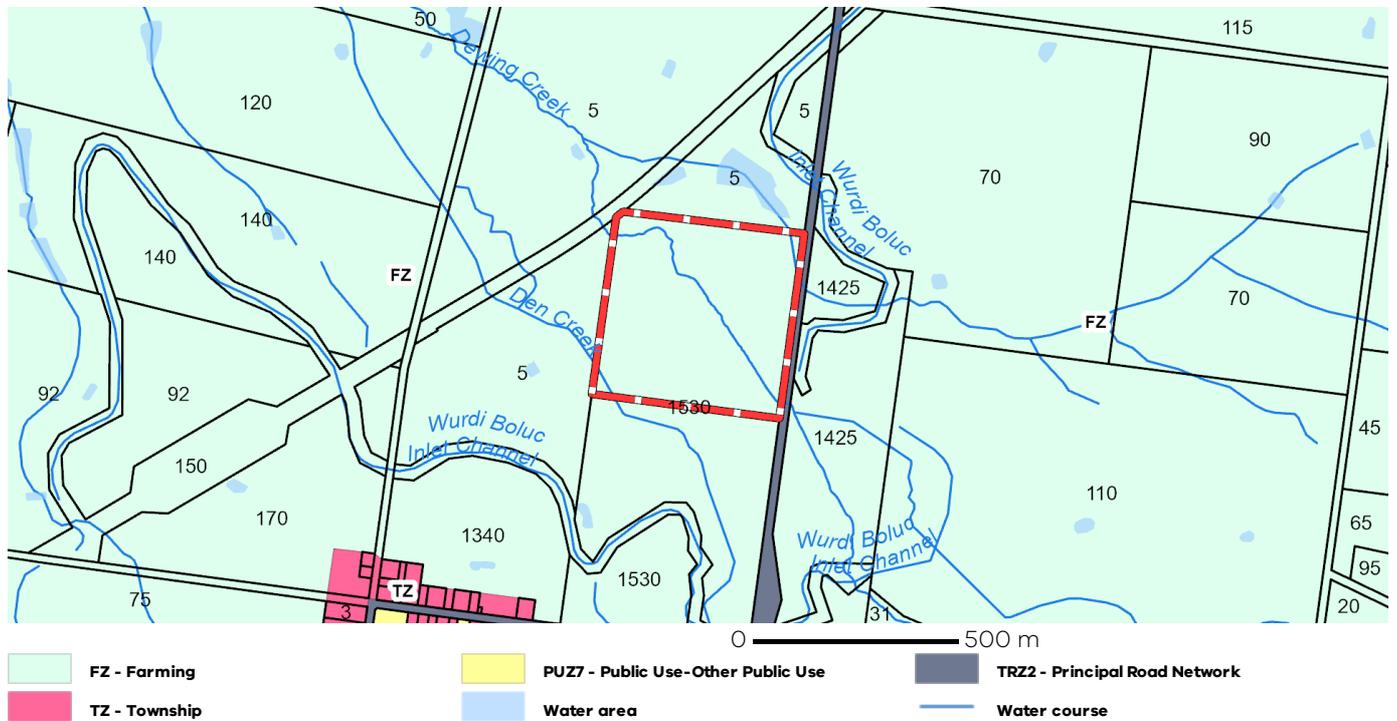
Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **POLWARTH**
OTHER
 Registered Aboriginal Party: **Eastern Maar Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[FARMING ZONE \(FZ\)](#)

[SCHEDULE TO THE FARMING ZONE \(FZ\)](#)



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

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

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

PLANNING PROPERTY REPORT

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

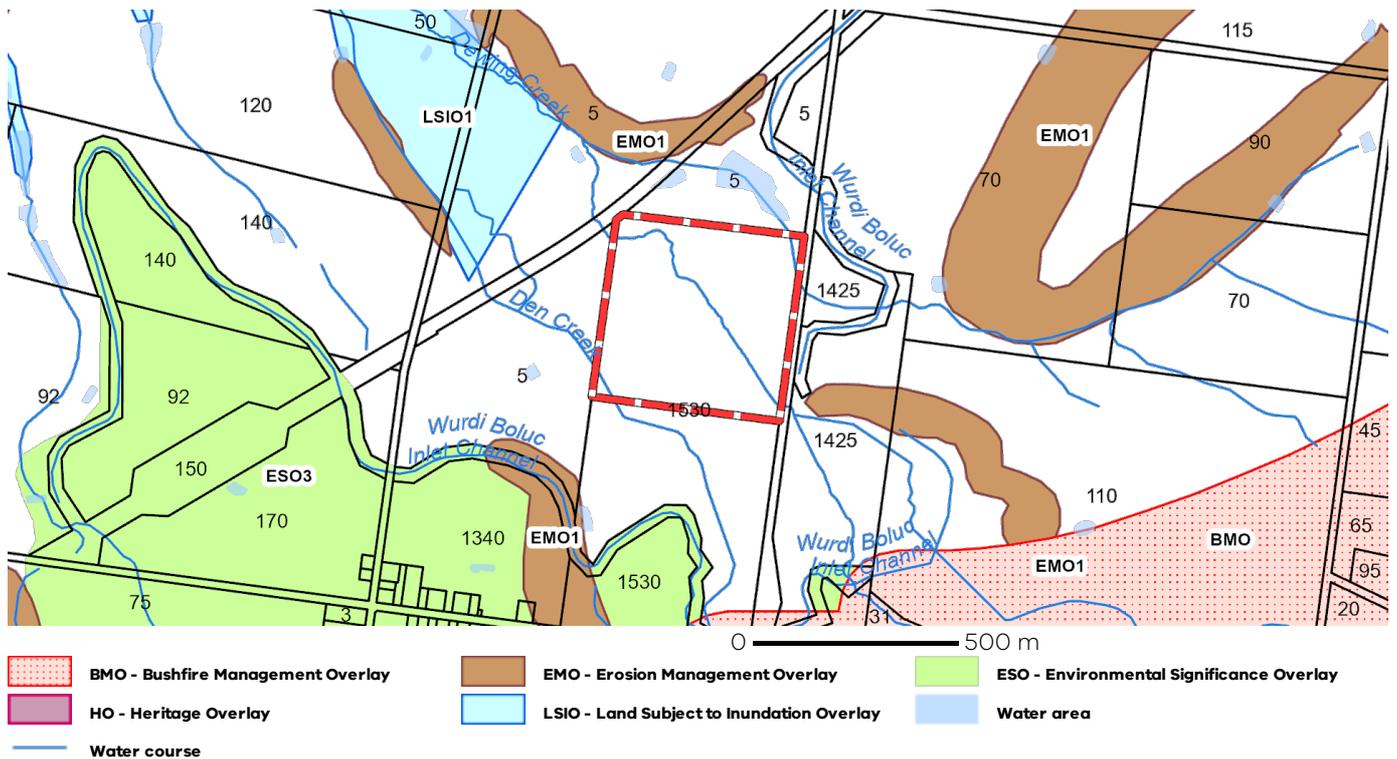
[BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)

[EROSION MANAGEMENT OVERLAY \(EMO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)



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

PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

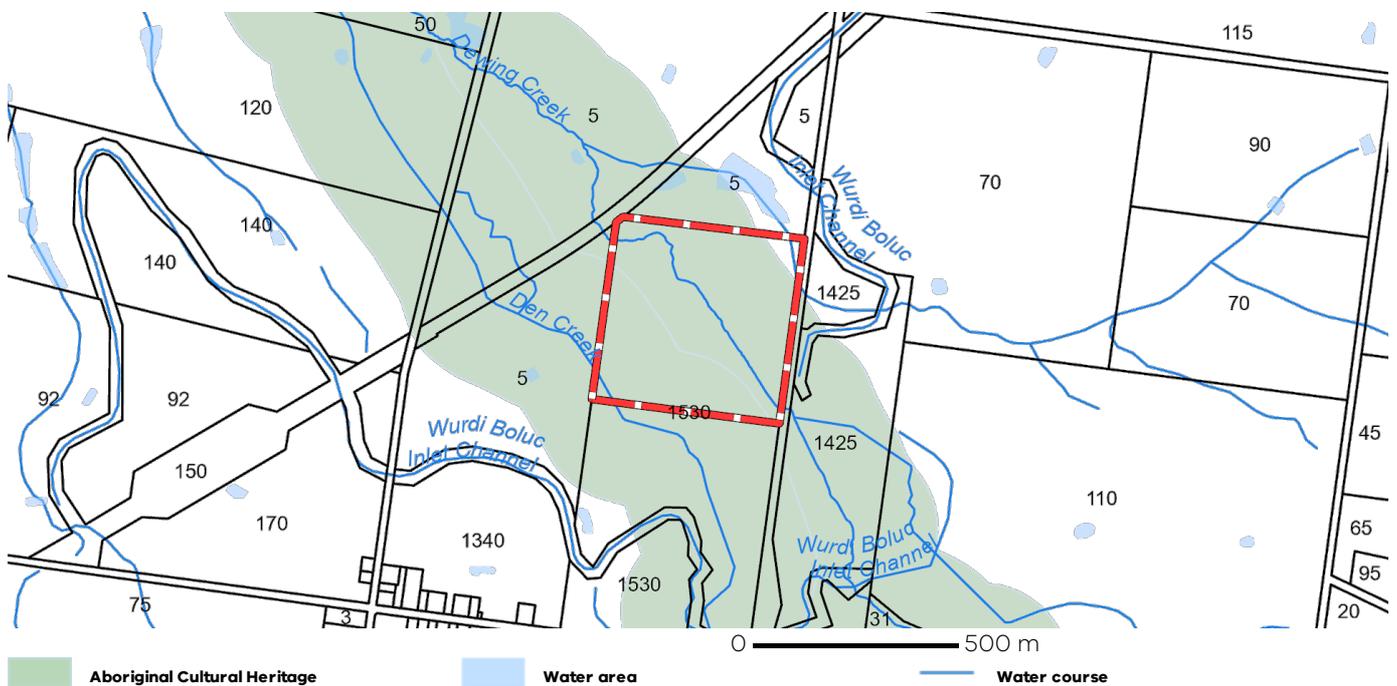
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



PLANNING PROPERTY REPORT



Further Planning Information

Planning scheme data last updated on 23 January 2026.

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

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

PLANNING PROPERTY REPORT



VICTORIA
State
Government

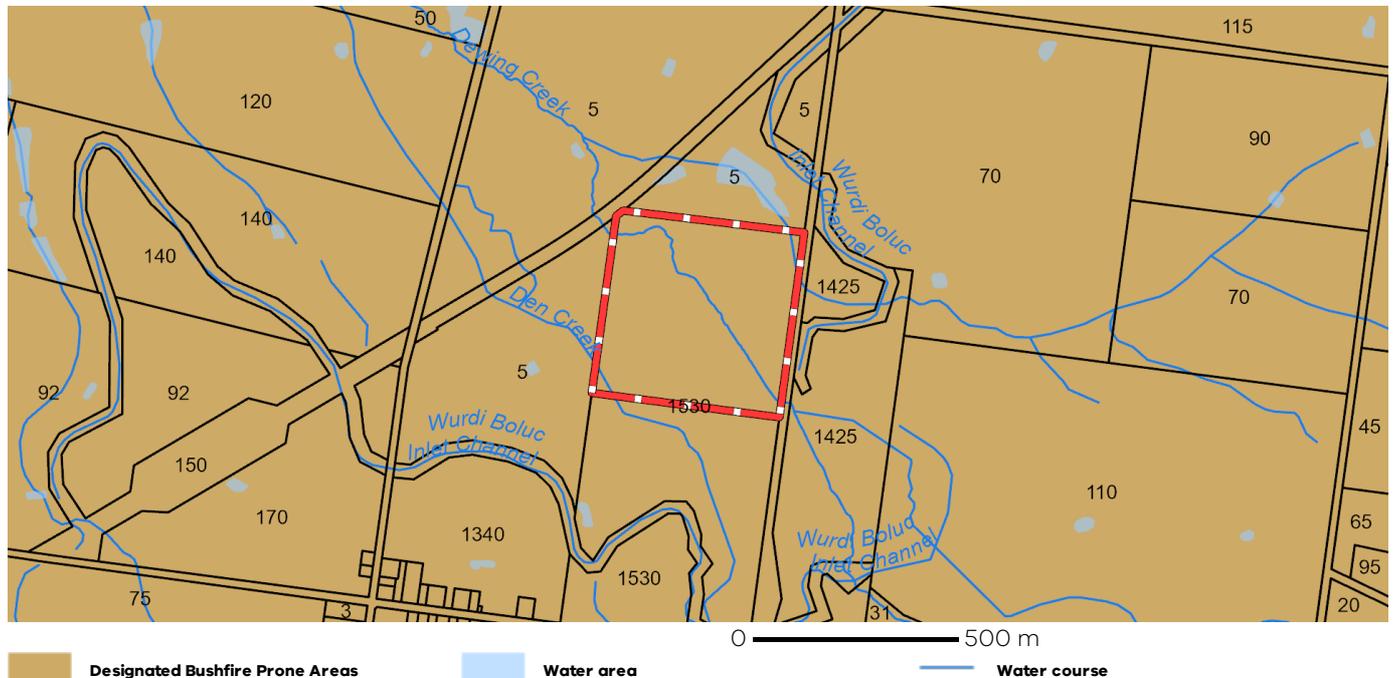
Department
of Transport
and Planning

Designated Bushfire Prone Areas

This parcel 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 \(environment.vic.gov.au\)](http://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 \(environment.vic.gov.au\)](http://www.environment.vic.gov.au)

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

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



**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Willetts Lawyers Pty Ltd C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 381008

NO PROPOSALS. As at the 4th February 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

1530 BIRREGURRA-FORREST ROAD, BARWON DOWNS 3243
SHIRE OF COLAC-OTWAY

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

Date of issue: 4th February 2026

[Vicroads Certificate] # 79541905 - 79541905122820 '381008'

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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