

DATED

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**CONTRACT OF SALE OF LAND**

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**Property: Unit 2, 30 Burdoo Drive, Grovedale VIC 3216**



Address: 43 Gheringhap Street, Geelong 3220  
PO Box 1071 Geelong 3220  
Ph: (03) 5221 9688  
Email: [info@townhallconveyancing.com.au](mailto:info@townhallconveyancing.com.au)

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

# Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

**SIGNED BY THE PURCHASER:** .....

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

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

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

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

**SIGNED BY THE VENDOR:** .....

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

**Print name(s) of person(s) signing:** **Kerry Ann Moulton (nee Walker)**

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

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

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

## Particulars of sale

### VENDOR'S ESTATE AGENT

Real Estate Geelong

Email: [wes@reggroup.com.au](mailto:wes@reggroup.com.au) Tel: 0419 315 727 Ref: Wes Thornton

### VENDOR

Kerry Ann Moulton (nee Walker)

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

#### Town Hall Conveyancing

43 Gheringhap Street, Geelong VIC 3220

Email: [info@townhallconveyancing.com.au](mailto:info@townhallconveyancing.com.au) Tel: 5221 9688 Ref: AB:EH:25156

### PURCHASER

Name:

Address:

ABN/ACN:

Email:

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address:

Email:

Tel:

Fax:

Ref:

#### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10185	Folio	472	2	327033M
Volume		Folio			

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

The land includes all improvements and fixtures.

#### Property address

The address of the land is: Unit 2, 30 Burdoo Drive, Grovedale VIC 3216

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

Goods to include all fixed floor coverings, window furnishings, electric light fittings and dishwasher as inspected.

**Payment**

Price	\$	
Deposit	\$	10% paid on signing hereof
Balance	\$	payable at settlement

**Deposit bond**

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

**Bank guarantee**

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

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 5.1)

- ☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:
- ☐ a lease for a term ending on with options to renew, each of years
- OR
- ☐ a residential tenancy for a fixed term ending on
- OR
- ☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

☐ ~~This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the box is checked.~~

**Loan** (general condition 20) - **NOT APPLICABLE AT AUCTION**

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: Approval date:

**Building report – NOT APPLICABLE AT AUCTION**

☐ General condition 21 applies only if the box is checked

**Pest report - NOT APPLICABLE AT AUCTION**

☐ General condition 22 applies only if the box is checked

# Special Conditions

## 1. AMENDMENTS TO GENERAL CONDITIONS

- 1.1. General conditions 4, 6.3(f), 6.4(b), 6.4(d), 12, 13, 15, 16 and 30, 31.4, 31.5, 31.6, 32 and 35.3(b) are deleted.
- 1.2. General condition 10 is amended by including a new general condition 10.3 and 10.4:
  - 10.3 If the Purchaser does not sign the Transferee Statement in the Duties Online portal of the State Revenue Office website at least 3 business days before the Settlement Date, at the option of the Vendor, the Vendor is entitled to delay settlement up to a date that is 3 business days after the Vendor's legal practitioner receives confirmation that the Transferee Statement has been signed by the purchaser. If the Vendor so elects, the Purchaser is deemed to have breached this Contract and the Vendor is entitled to interest under general condition 33 from the due date of the Settlement Date until the date that is 10 days after the Vendor's legal practitioner received that confirmation.
  - 10.4 The Purchaser acknowledges that if this is a complex Duties Online transaction, the Purchaser will submit all relevant documents to the State Revenue Office for assessment at least 30 days before the Settlement Date and warrants that it will be in a position to effect settlement on the Settlement Date, despite the time required for the State Revenue Office to return an assessment of stamp duty.
- 1.3. General condition 17.1(b)(i) is deleted and replaced with "provide all title documents necessary to enable the Purchaser to become the registered proprietor of the land".
- 1.4. General condition 20.2(c) is deleted and replaced with "serves written notice ending the Contract, together with written evidence by way of a letter on letterhead from the Purchaser's nominated lender that notes the date in which the Purchaser applied for a loan and provides confirmation of rejection or non-approval of the loan, on the Vendor's legal representative by 5:00pm on the Approval Date; and".
- 1.5. General conditions 21.2 and 22.2 reference to "14 days" is deleted and replace with "7 days".
- 1.6. General condition 23.3 is deleted and replaced with:
  - 23.3 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments at least 3 business days before the Settlement Date. If the Purchaser fails to comply with this general condition 23.3, then without prejudice to the Vendor's other rights:
    - 23.3.1 the Vendor will not be obliged to settle this Contract on the Settlement Date; and
    - 23.3.2 the Purchaser will be deemed to have defaulted in payment of (and will pay interest on) the balance payable on the Settlement Date until 3 business days after the Purchaser delivers the statement of adjustments in accordance with general condition 23.
- 1.7. General condition 26.1 is deleted and replaced with "Time is of the essence of this Contract despite any waiver or indulgence granted by a non-defaulting party to the party in default".
- 1.8. General condition 27.2 is deleted and replaced with "A cooling off notice under section 31 of the *Sale of Land Act 1962* ('the Act') or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] must be served on the Vendor's legal practitioner".
- 1.9. General condition 28.3 is deleted and replaced with "The Purchaser may enter the Property at reasonable times and following prior written notice to the Vendor to comply with that responsibility where action is required before the Settlement Date. The Purchaser must use its reasonable endeavours not to disrupt the use and occupation of the Property by the Vendor and indemnifies the Vendor for any loss and damage suffered by the Vendor as a consequence of the Purchaser exercising its rights under this general condition".
- 1.10. General condition 29 is deleted and replaced with "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 Date. The Vendor may stipulate the time for inspection and limit the length of time for the inspection and the number of persons entitled to attend the inspection".
- 1.11. General condition 33 reference to "2%" is replaced with "4%".
- 1.12. General condition 35 is amended by including a new general condition 35.6 as follows:
  - 35.6 Unless the price includes GST, the reference to 'the price' in this general condition 35 refers to the price plus any GST payable on the price.

## 2. PURCHASER WARRANTY

- 2.1. The Purchaser warrants that:
  - 2.1.1. The Purchaser is not a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975*; or
  - 2.1.2. The Purchaser is a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975* and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the Purchaser.
- 2.2. The Purchaser indemnifies the Vendor against all loss and damage including any consequential loss which the Vendor may suffer as a consequence of the Vendor having relied upon the Purchaser's warranty given when entering into this Contract.

- 2.3. If this Contract does not proceed to settlement as a consequence of the Purchaser's breach of the warranty contained in this special condition 2, the Deposit paid by the Purchaser will be forfeited to the Vendor as its absolute property.

### **3. NOMINATION**

- 3.1. The Purchaser may at any time not later than 14 days before the Settlement Date nominate a substitute or additional purchaser/transferee, but the named Purchaser will remain personally liable for the due performance of all the Purchaser's obligations under this Contract.
- 3.2. Any nomination will be completed to the satisfaction of the Vendor and the Vendor's legal practitioner.
- 3.3. Without prejudice to any further requirements, the Vendor or the Vendor's legal practitioner requires (unless otherwise waived in writing by the Vendor):
- 3.3.1. the nomination to be in writing;
- 3.3.2. the nominee to acknowledge in writing that it makes and gives to the Vendor each of the warranties of the Purchaser set out in this Contract;
- 3.3.3. if the Vendor and the Purchaser have agreed that for GST purposes that the supply under this Contract is either of a going concern or one to which the margin scheme applies, the nominee is to acknowledge in writing that the supply will be a supply of going concern or one to which the margin scheme applies (as the case may be); and
- 3.3.4. a duly executed Guarantee and Indemnity given by the directors of any nominee which is a corporation (unless that corporation is listed on the Australian Stock Exchange ('ASX')).
- 3.4. If the Purchaser is an Australian resident, it will not nominate an additional or substitute purchaser who would normally be required to obtain approval under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) before entering into a contract of this type.

### **4. CORPORATE PURCHASER**

- 4.1. If the Purchaser is or includes a corporation not listed on the ASX, then:
- 4.1.1. each person who signs this Contract on behalf of that corporation:
- 4.1.1.1. warrants that he or she is duly authorised to sign this Contract and the Vendor's Statement on behalf of the Purchaser and is not prevented from doing so by any legal or other disability;
- 4.1.1.2. will be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if the signatory had signed as Purchaser; and
- 4.1.1.3. must procure the execution by all directors of the Purchaser of the Guarantee and Indemnity which is attached to this Contract at Annexure A and deliver the duly completed and executed Guarantee and Indemnity to the Vendor's legal practitioner on the day of sale (or date of nomination as the case may be).
- 4.1.2. the Purchaser represents and warrants to the Vendor that:
- 4.1.2.1. if the Purchaser is an Australian corporation, is duly incorporated under the Corporations Act and, if the Purchaser is a foreign corporation, that it is duly incorporated pursuant to the Laws of its country of registration;
- 4.1.2.2. the consent or licence of any person or body is not required for the Purchaser to enter into this Contract or to purchase the Land; and
- 4.1.2.3. the Purchaser is duly empowered to enter into this Contract and is not prevented from entering into this Contract for any reason whatsoever including by reason if any trust, charge and undertaking; and
- 4.1.3. without limiting special condition 4.1.1.1, the Purchaser must procure execution by all of its directors of the Guarantee and Indemnity (if a Corporate Guarantee has been provided) which is attached to this Contract at Annexure A and deliver the duly executed Guarantee and Indemnity to the Vendor's legal practitioner on the day of sale (or date of nomination as the case may be).

### **5. PURCHASER AS TRUSTEE**

- 5.1. If the Purchaser is, or is acting in the capacity of, a trustee, then the Purchaser enters into this Contract both in its individual capacity and in its capacity as trustee of the relevant trust ('Trust') and all agreements, warranties and obligations of the Purchaser in this Contract bind the Purchaser in both capacities.
- 5.2. The Purchaser warrants on the day of sale and again on the date of actual settlement that:
- 5.2.1. it is the only trustee of the Trust and no action has been taken or proposed to remove it as trustee of the Trust;
- 5.2.2. it is not in default under the terms of the Trust;
- 5.2.3. it has the power and authority under the terms of the Trust to enter into and perform this Contract including the power to purchase the Property;
- 5.2.4. the entry into and performance of this Contract is for the benefit of the beneficiaries of the Trust, whose consents (if necessary) have been obtained;
- 5.2.5. it has a right to be fully indemnified out of the Trust assets in respect of all of its obligations and liabilities incurred

by it under this Contract and the assets of the Trust are sufficient to satisfy that right; and

5.2.6. pending settlement the Purchaser agrees not to:

5.2.6.1. resign as trustee of the Trust or permit any substitute or additional trustee to be appointed;

5.2.6.2. do anything which effects or facilitates the termination of the Trust;

5.2.6.3. do anything which effects or facilitates the variation of the terms of the Trust;

5.2.6.4. vest or distribute or advance any property of the Trust to any beneficiary or sell any of the property of the Trust except in the ordinary course of business; or

5.2.6.5. do anything which effects or facilitates the resettlement of the Trust funds,

without the prior written consent of the Vendor. That consent may not be reasonably withheld if a person reasonably satisfactory to the Vendor covenants with the Vendor before the relevant event, in a form reasonably required by the Vendor, to discharge all outstanding obligations of the Purchaser under this Contract.

## 6. DEPOSIT

6.1. Further to general condition 14, if the Deposit is not paid on the date set out in the Particulars of Sale then the Vendor may terminate this Contract by notice in writing to the Purchaser and/or its representative that it is terminating this Contract pursuant to this special condition 6 and general condition 34 will not apply to such notice meaning that this Contract will be immediately at an end on the Vendor serving such notice, without prejudice to the Vendor's rights pursuant to general condition 35.

## 7. FINANCE

7.1. If the Purchaser fails to comply with general condition 20.2, the Purchaser acknowledges and agrees that it shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

## 8. PURCHASER ACKNOWLEDGEMENTS

8.1. The Purchaser acknowledges that:

8.1.1. prior to the signing hereof or any other document relating to this sale and prior to the payment of any monies they received from, and are satisfied with, a Statement in writing complying with Section 51 of the Estate Agents Act 1980 (if applicable), together with a written Vendor's Statement ('the Vendor's Statement') in accordance with Section 32 of the Act, and a Consumer Affairs Victoria Due Diligence checklist pursuant to Division 2A of Part II of the Act, which are attached to and incorporated in this Contract;

8.1.2. if there is more than one purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records on the day of sale the proportions in which they are buying the Property ("the proportions"). If the proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional stamp duty which may be assessed as a result of title variation. 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. This special condition will not merge on settlement.

8.1.3. the Vendor does not represent and gives no warranty:

8.1.3.1. that improvements on the Land:

8.1.3.1.1. are constructed on or inside the boundaries of the Land;

8.1.3.1.2. are not owned by third parties and encroach onto the Land; or

8.1.3.1.3. comply with the terms of all the laws that apply to them.

8.1.3.2. as to the accuracy or otherwise of the information contained in this Contract;

8.1.3.3. that it has complied with any of the matters contained or referred to in this Contract;

8.1.3.4. that it has in its possession or control all originals or counterparts of the documents attached to this Contract.

8.1.4. that the Vendor has not conducted its own independent enquiries and investigations into the information and documentation in this Contract prepared by third parties.

8.1.5. that some of the information contained in this Contract will be specialised information and/or prepared on the basis of specialised knowledge and that the Vendor does not hold or purport to hold the specialised knowledge required to prepare or verify such information.

8.1.6. the Contract attachments:

8.1.6.1. may include statements, estimates and projections that reflect various assumptions which may or may not be correct, including future matters and future financial position or performance of the Property;

8.1.6.2. does not purport to contain all of the information the Purchaser may require; and

8.1.6.3. may not be appropriate for the Purchaser, as it is not possible for the Vendor to consider the



investment objectives, financial situation, development objectives and/or particular needs of the Purchaser.

- 8.1.7. it has satisfied itself by:
  - 8.1.7.1. physical examination and inspection as to the state of repair and condition fitness for purpose quality and quantity of the Property;
  - 8.1.7.2. physical examination as to the area, dimensions, location and title of the Land as offered for sale and inspected by the Purchaser;
  - 8.1.7.3. making enquiries of the appropriate authorities as to the zoning and planning restrictions (including all reservations, contaminants, planning approvals, permits and consents) on and in respect of the Property and the use and development to which the Property may be put and any development of it.
- 8.1.8. it has relied entirely upon the Purchaser's own enquiries and inspection of the Property and without limiting general condition 7, an omission or mistake in the description, measurements or area of the land does not invalidate the sale and the Purchaser cannot make any objection or claim for compensation for any alleged mis-description of the property or any deficiency in its area or measurements; or require the Vendor to amend title or pay any cost of amending title.
- 8.1.9. the Property is sold and the Purchaser takes title to the Property subject to:
  - 8.1.9.1. all existing services including water, sewerage, drainage, gas, electricity, telephone or other installations, services and utilities (if any); and
  - 8.1.9.2. any restrictions as to use under any order, plan, scheme, regulation or by-law made or issued by any duly empowered statutory authority or with the authority of any authority including as a result of any Section 173 Agreement or under any applicable planning scheme and any other applicable planning controls imposed on the Property ('Land Use Restrictions'),

except to the extent that the same form part of the building works to be performed by or on behalf of the Vendor in accordance with this Contract or (where this Contract is subject to and conditional upon registration of any plan of subdivision), are required to achieve registration of that plan. The Purchaser shall not make any requisition, objection, demand or claim for compensation, rescind or terminate this Contract in respect of any matter whatsoever concerning existing services or Land Use Restrictions and/or no existing services or Land Use Restrictions will constitute a defect in the Vendor's title.
- 8.1.10. it purchases the Property together with any improvements and goods included in the sale in their present condition and state of repair on an 'as is, where is' basis with all existing patent and latent defects. The Vendor provides no warranty as to their present condition, state of repair or working order and accordingly, the Purchaser shall not be entitled to:
  - 8.1.10.1. delay settlement if the Property and any goods included in the sale are inoperative or in less than desirable condition; and/or
  - 8.1.10.2. demand the Vendor to carry out any repairs, renovations, alterations or improvements to the Property or goods included in the sale.
- 8.1.11. in respect of general condition 6:
  - 8.1.11.1. no information, representation or warranty of the Vendor, the Vendor's legal representative or the Vendor's agent, except for those in general condition 6 that apply, was supplied or made with the intention or knowledge that it would be relied upon the Purchaser;
  - 8.1.11.2. no information, representation or warranty of the Vendor, the Vendor's legal representative or the Vendor's agent, except for those in general condition 6 that apply, have in fact been relied upon, except such as are expressly included in this Contract; and
  - 8.1.11.3. to the maximum extent permitted by law, all warranties and terms implied by law, relating to the fitness, suitability or adequacy of the Property shall not apply to this Contract.
- 8.1.12. any improvements on the Property including a swimming pool, spa, or any other additions may be subject to or require compliance with the *Building Act 1993 (Vic)*, *Domestic Building Contracts Act 1995 (Vic)*, Building Code of Australia, Victoria Building Regulations, municipal local laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of these laws (or their statutory successors) shall not and shall be deemed not to constitute a defect in the Vendor's title and the Purchaser shall not make a claim for any compensation from the Vendor on those grounds.
- 8.1.13. any drawings of the Property that may be attached to the Vendor's Statement are a guide only and the Vendor gives no representation in relation to these drawing or any permits. If the Purchaser chooses to use these drawings there is no recourse to the Vendor. The Purchaser acknowledges and understands the planning information attached to the Vendor's Statement and is warned to investigate planning in the relevant planning scheme thoroughly.
- 8.1.14. the terms and conditions of this Contract are strictly confidential to the parties, constitute an asset of value to the Vendor and any disclosure of the terms and conditions may result in irreparable harm to the Vendor. Accordingly and for the consideration stated in this Contract, the Purchaser agrees with the Vendor to keep the

terms and conditions of this agreement in confidence and not directly or indirectly to use or deal with (whether for its own benefit or otherwise) or disclose to any person, this agreement or any of the information contained in it at any time except to the minimum extent required by law or as required for the purposes of their financial, accounting and tax records.

## **9. DEFAULT**

- 9.1. If the Purchaser shall default in compliance with the terms and conditions of this Contract, the Purchaser shall pay upon demand:
  - 9.1.1. interest as herein provided;
  - 9.1.2. all expenses incurred by the Vendor as a result of such breach;
  - 9.1.3. the Vendor's agents/ legal representatives costs of and incidental to the preparation and services of any notice of default; and
  - 9.1.4. all costs and expenses as between agent / legal representatives and own client.
- 9.2. Without in anyway limiting the foregoing the Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the said property on the due date under the Contract the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in accordance with the terms of the Contract;
  - 9.2.1. the cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
  - 9.2.2. interest payable to the Vendor under any existing Mortgage over the property calculated from the due date for settlement;
  - 9.2.3. accommodation expenses necessarily incurred by the Vendor; and
  - 9.2.4. penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.

## **10. GST WITHHOLDING NOTICE BY VENDOR**

- 10.1. The Vendor hereby gives notice under section 14-255(1) of schedule 1 of the *Taxation Administration Act 1953 (Cth)* that the Purchaser is not required to make a GST withholding payment under section 14-250 for the Property because it is not new.

## **11. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING ('FRCGW')**

- 11.1. The Purchaser acknowledges receipt of a copy of the FRCGW clearance certificate notice which is attached to this Contract at Annexure B.

## **12. VARIATION**

- 12.1. No part of this Contract may be amended or modified unless reduced to writing making specific reference to this Contract and signed by the parties or their authorised representatives.

## **13. PURCHASER INDEMNITY**

- 13.1. The Purchaser agrees and undertakes to fully indemnify and keep the Vendor indemnified against all actions, proceedings, demands, claims, costs, damages and expenses howsoever incurred by the Vendor as a result of or arising directly or indirectly out of the Purchaser's breach of the undertakings and covenants contained in this Contract.

## **14. WHOLE AGREEMENT**

- 14.1. This Contract sets out all the terms and conditions of this sale and any promise, condition, representation or warranty relating to or leading up to this transaction (whether express or implied) which is not set out or expressly referred to herein or in the Vendor's Statement pursuant to section 32 of the Act and which may have been made by the Vendor or by any person on behalf of the Vendor is expressly negated and withdrawn.
- 14.2. The parties acknowledge that there is no other Contract agreement or collateral warranty subsisting at the time of signing this Contract which relates to the Land or the purchase thereof by the Purchaser.

## **15. SEVERANCE**

- 15.1. If any part of this Contract shall be or become unenforceable or void, or be illegal, then that part or parts shall be severed from this Contract to the intent that all other parts that shall not be or become unenforceable or void or illegal shall remain in full force and effect and be unaffected by such severance.

## **16. AUCTION**

- 16.1. If the property is offered for sale by public auction, then it is subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules from time to time.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDING WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
  - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

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



- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
  - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premise or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through the electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

## 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

### 35. DEFAULT NOT REMEDIED

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

ANNEXURE “A” – SPECIAL CONDITION 4

GUARANTEE AND INDEMNITY

I/ We, \_\_\_\_\_ of \_\_\_\_\_  
and \_\_\_\_\_ of \_\_\_\_\_  
being the **Sole Director / Directors** of \_\_\_\_\_ (Company)  
\_\_\_\_\_ (ACN)

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

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

Dated: \_\_\_\_\_

**SIGNED SEALED AND DELIVERED** by the )  
said guarantor in the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Director (Guarantor)

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Print Name of Director

**SIGNED SEALED AND DELIVERED** by the )  
said guarantor in the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Director (Guarantor)

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Print Name of Director

**ANNEXURE “B” – SPECIAL CONDITION 11**  
**FRCGW CLEARANCE CERTIFICATES**





Australian Government  
Australian Taxation Office



MRS KERRY A MOULTON  
C/- EMMA HARLIWICH  
43 GHERINGHAP STREET  
GEELONG VIC 3220

Our reference: 7156432355380  
Phone: 13 28 66

12 February 2025

# Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello KERRY,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411044246256
Vendor name	KERRY ANN MOULTON
Clearance Certificate Period	12 February 2025 to 12 February 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**  
If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

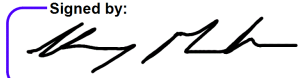
# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

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

Land	UNIT 2, 30 BURDOO DRIVE, GROVEDALE VIC 3216
------	---

Vendor's name	Kerry Ann Moulton (nee Walker)	Date	/ /
Vendor's signature	<div>Signed by:  627B51B938DA4DF...</div>	24/6/2025	

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

## 1. FINANCIAL MATTERS

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

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

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

Not 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 the land.

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 120
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> 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 or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> 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:

Not Applicable

### 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 section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

### 3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Save for what is disclosed herein, (if anything), none to the Vendors knowledge. The Vendor has no means of knowing all of the decisions of a public authority or government department unless such decisions have been communicated to the Vendor.

### 4.2 Agricultural Chemicals

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

None to the Vendors knowledge. The Vendor has no means of knowing all of the decisions of a public authority or government department unless such decisions have been communicated to the Vendor.

### 4.3 Compulsory Acquisition

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

None to the Vendors 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 Corporations Act* 2006.

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

## 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.

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 <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

## 9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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 1000m<sup>2</sup>; (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

Is attached

## 13. ATTACHMENTS

See following

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# 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.



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

Page 1 of 2

VOLUME 10185 FOLIO 472

Security no : 124121951121M  
Produced 12/02/2025 11:31 AM

### LAND DESCRIPTION

Lot 2 on Plan of Subdivision 327033M.  
PARENT TITLE Volume 10005 Folio 367  
Created by instrument PS327033M 24/08/1994

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
KERRY ANN WALKER of 11 KING ST. BELMONT 3216  
U646568S 20/02/1997

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE U646570P 20/02/1997  
NATIONAL AUSTRALIA BANK LTD

COVENANT (as to whole or part of the land) in instrument R670935P

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 PS327033M FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2 30 BURDOO DRIVE GROVEDALE VIC 3216

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD  
Effective from 22/10/2016

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. PS327033M





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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**

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS327033M</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>12/02/2025 11:31</b>

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<b>PLAN OF SUBDIVISION</b>		STAGE No. <div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;"></div>	LTO USE ONLY <b>EDITION 1</b>	PLAN NUMBER <b>PS 327033 M</b>
<div style="text-align: center;"><b>LOCATION OF LAND</b></div> <p>PARISH: DUNEED</p> <p>TOWNSHIP: _____</p> <p>SECTION: _____</p> <p>CROWN ALLOTMENT: _____</p> <p>CROWN PORTION: 18 &amp; 19 (PARTS)</p> <p>LTO BASE RECORD: CHART 1 (2561) TITLE REFERENCES: VOL 10005 FOL 367</p> <p>LAST PLAN REFERENCE/S: LOT 2625 ON LP 221617 P</p> <p>POSTAL ADDRESS: 30 BURDOO DRIVE, GROVEDALE, (At time of subdivision) 3216</p> <p>AMG Co-ordinates                      E 266 330                      ZONE: 55 (of approx centre of land                      N 5 768 800 in plan)</p>		<div style="text-align: center;"><b>COUNCIL CERTIFICATION AND ENDORSEMENT</b></div> <p style="text-align: center;">CITY OF GREATER GEELONG</p> <p>COUNCIL NAME: SOUTH BARWON DISTRICT REF: 2941</p> <p>1. This plan is certified under Section 6 of the Subdivision Act 1988.</p> <p>2. <del>This plan is certified under Section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under Section 6:                      /                      /</del></p> <p>3. <del>This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</del></p> <p>OPEN SPACE</p> <p>(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 <del>has</del> has not been made.</p> <p>(ii) <del>The requirement has been satisfied.</del></p> <p>(iii) <del>The requirement is to be satisfied in Stage                      .</del></p> <p>Council Delegate <del>Council Seal</del> Date 7 / 10 / 93</p> <p>Re-certified under Section 11(7) of the Subdivision Act 1988.</p> <p>Council Delegate Council Seal Date                      /                      /</p>		
<b>VESTING OF ROADS AND/OR RESERVES</b>				
IDENTIFIER	COUNCIL/BODY/PERSON	<b>NOTATIONS</b>		
NIL	NIL	<p>STAGING    This is/is not a staged subdivision. Planning permit No. S 118 / 93</p> <p>DEPTH LIMITATION    Does not apply</p> <p>Boundaries defined by buildings are shown by continuous thick lines and are located on the exterior face of the building.</p>		
<p>SURVEY:    THIS PLAN IS/IS NOT BASED ON SURVEY</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s)    _____</p> <p>IN PROCLAIMED SURVEY AREA No.    _____</p>				
<b>EASEMENT INFORMATION</b>				<b>LTO USE ONLY</b>
LEGEND    A - Appurtenant Easement                      E - Encumbering Easement                      R - Encumbering Easement (Road)				STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
IMPLIED EASEMENTS UNDER SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL LAND IN THIS PLAN				RECEIVED <input checked="" type="checkbox"/>
DATE: 19 / 8 / 94				<b>LTO USE ONLY</b>
PLAN REGISTERED				TIME
DATE 24 / 8 / 94				<i>J. Szegani</i>
Assistant Registrar of Titles				SHEET 1 OF 3 SHEETS
<b>Rodney Martin &amp; Assoc Pty. Ltd.</b> <b>GEELONG WEST</b> A.C.N. 053 461 073 25 Lawton Ave., Geelong West 3218. Ph: (052) 29 3788.		LICENSED SURVEYOR (PRINT) RODNEY IAN MARTIN		DATE                      /                      /
SIGNATURE                      DATE                      /                      /		REF 9340                      VERSION		COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE                      A3				

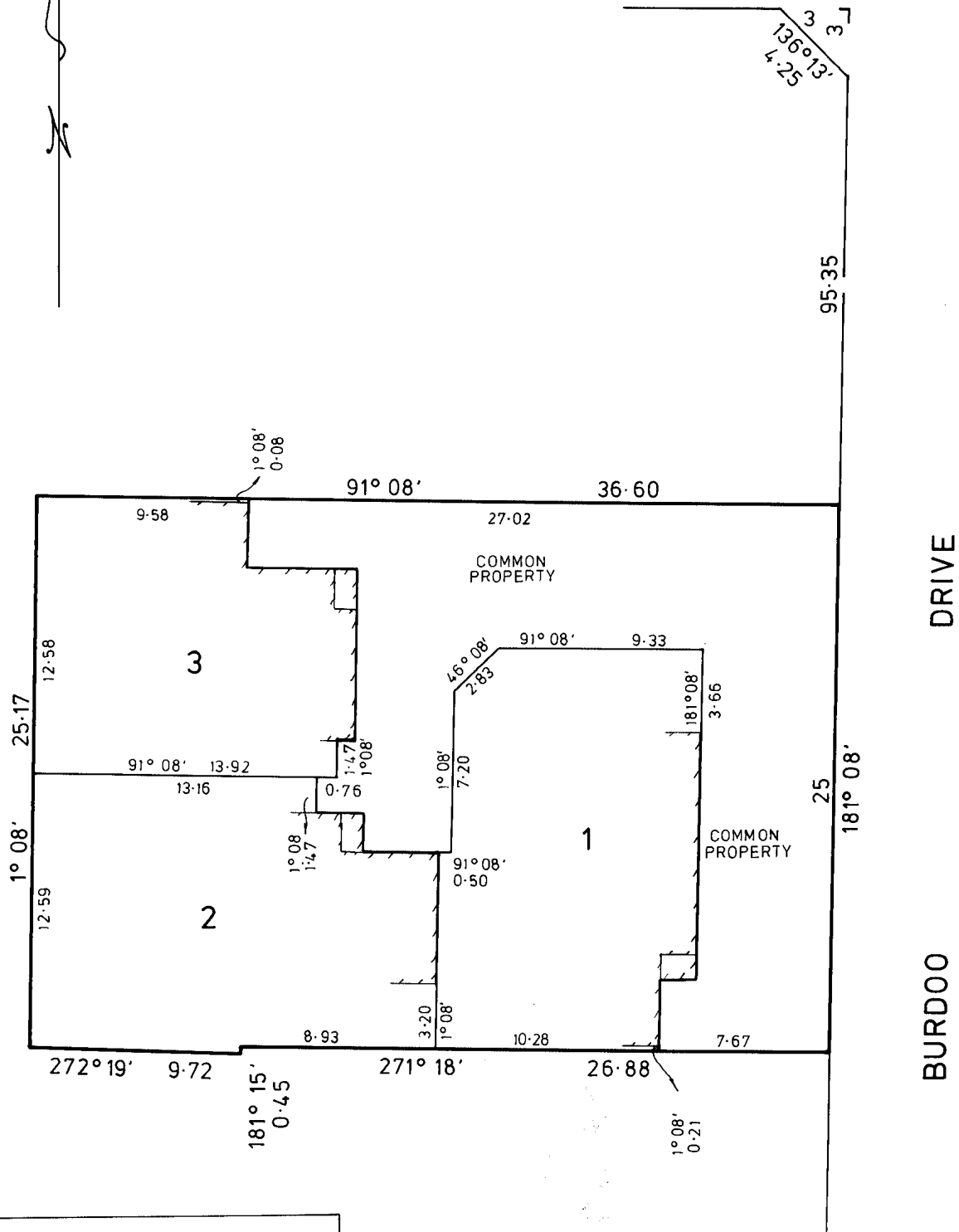
# PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

**PS 327033M**

CHURCH STREET



**Rodney Martin & Assoc Pty. Ltd.**

**GEELONG WEST**

A.C.N. 053 461 073

25 Lawton Ave., Geelong West 3218. Ph: (052) 29 3788.

2 0 2 4 6 8 10  
LENGTHS ARE IN METRES

ORIGINAL  
SCALE SHEET  
SIZE  
1:200 A3

LICENSED SURVEYOR (PRINT) RODNEY IAN MARTIN

SIGNATURE ..... DATE / /

REF 9340

VERSION

SHEET 2 OF 3 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

PS327033M

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 12/02/2025 11:31:26 AM

**OWNERS CORPORATION  
PLAN NO. PS327033M**

The land in PS327033M is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 1 - 3.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

30 BURDOO DRIVE GROVEDALE VIC 3216

PS327033M 24/08/1994

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	1	1
Lot 2	1	1
Lot 3	1	1
<b>Total</b>	<b>3.00</b>	<b>3.00</b>

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



# Department of Environment, Land, Water & Planning

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## Owners Corporation Search Report

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<b>OWNERS CORPORATION</b> <b>PLAN NO. PS327033M</b>
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Statement End.



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>R670935P</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>12/02/2025 11:31</b>

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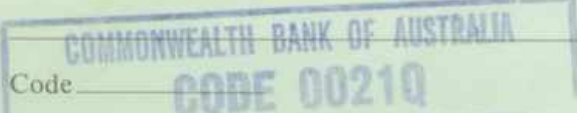
Lodged at the Titles Office by

Titles Office Use Only

**IMAGED**

**REGD**

041291 1039 45 40 R670935P



**VICTORIA**

**TRANSFER OF LAND**

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed at the request and by the direction of the directing party (if any) transfers to the transferee the estate and the interest specified in the land described together with any easement hereby created and subject to any easement hereby reserved or restrictive covenant herein contained or covenant created pursuant to statute and included herein. (Notes 1-4)

Land

(Note 5)

CERTIFICATE OF TITLE VOLUME 10005 FOLIO 367

Consideration

Trn 822168 RDC 52 18/11/14 (Note 6)  
Reg 75747 Amt \$ 748.00  
Stamp Duty, Victoria  
065771840060477

FORTY THOUSAND FIVE HUNDRED DOLLARS (\$40,500.00).

Transferor

(Note 7)

BIRKENHEAD ESTATES PTY. LTD. A.C.N. 004 327 646

Transferee

(Note 8)

RIMVIEW PTY. LTD. of 2 Hickey Street, Whittington

A.C.N. 007 308 036

Estate and Interest

(Note 9)

Estate in fee simple.

Directing Party

(Note 10)

N.A.

Creation (or Reservation) of Easement  
and/or  
Covenant

(Notes 11-12)

See overleaf.



Controller of Stamps Use Only

**T2**  
18 DEC 1991

Office Use Only



A memorandum of the within instrument  
has been entered in the Register Book



Approval No. T2/1

.....and the said transferee with the intent that the benefit of this covenant shall be attached to and run at law and in equity with each and every Lot on Plan of Subdivision No. 221617P other than the said Lot hereby transferred and that the burden of this Covenant shall be annexed to and run at law and in equity with the said Lot DOES HEREBY for himself his transferees, executors, administrators and assigns and separate covenant COVENANT with the said Transferor and its transferees, successors and assigns or other the registered proprietor or proprietors for the time being of each and every Lot on the said Plan of Subdivision other than the Lot hereby transferred that the said transferee its transferees, executors, administrators and assigns shall not at any time build construct or erect or cause to be built constructed or erected or permit to remain erected on the said Lot hereby transferred or any part thereof any dwelling which does not have external walls of brick, brick veneer, fibre cement, stone, concrete, glass or timber or any combination of same **PROVIDED THAT** timber or fibre cement shall not be used in external walls except as infill panels in conjunction with all or any of the other beforementioned materials and the proportion of timber and or fibre cement so used in relation to the total external wall area shall not exceed twenty five percent (25%) excluding glass and **FURTHER PROVIDED THAT NOTHING IN THIS COVENANT** shall preclude a building having the inner frame work of its external walls constructed of timber or other materials or a garage or other usual outbuildings being constructed of timber or other materials and this Covenant shall appear on the Certificate of Title to issue for the said Lot and run with the land.

SIGNED in Victoria by BIRKENHEAD ESTATES PTY.  
LTD. A.C.N. 004 327 646 by its Attorney CHARLES  
BRUCE MITCHELL under Power of Attorney dated  
24th April, 1981 a certified copy of which is  
filed in Permanent Order Book No. 276 at Page  
285 in the presence of:

*Charles Bruce Mitchell*

SUFFICIENT  
AS TO P/A

Date

12/11/91

(Note 13)

Execution and Attestation

(Note 14)

~~The COMMON SEAL of BIRKENHEAD ESTATES  
PTY. LTD. A.C.N. 004 327 646 was  
hereunto affixed in accordance with  
its Articles of Association in the  
presence of:~~

~~..... Director~~

~~..... Secretary~~

The COMMON SEAL of RIMVIEW PTY. LTD.  
A.C.N. 007 308 036 was  
hereunto affixed in accordance with  
its Articles of Association in the  
presence of:

*[Signature]* Director

*[Signature]* Secretary



### NOTES

1. This form must be used for any transfer by the registered proprietor—
  - (a) of other than the whole of an estate and interest in fee simple
  - (b) by direction
  - (c) in which an easement is created or reserved
  - (d) which contains a restrictive covenant or a covenant created pursuant to statute.
2. Transfers may be lodged as an original only and must be typed or completed in ink.
3. All signatures must be in ink.
4. If there is insufficient space in any panel to accommodate the required information use an annexure sheet (Form A1) or (if there is space available) enter the information under the appropriate heading after any creation or reservation of easement or covenant. Insert only the words "See Annexure A" (or as the case may be) or "See overleaf" in the panel as appropriate.  
 Multiple annexures may appear on the same annexure sheet but each must be correctly headed.  
 All annexure sheets should be properly identified and signed by the parties and securely attached to the instrument.
5. Volume and folio references must be given. If the whole of the land in a title is to be transferred no other description should be used. If the transfer affects part only of the land in a title the lot and plan number or Crown description should also be given. Any necessary diagram should be endorsed hereon or on an annexure sheet (Form A1).
6. Set out the amount (in figures) or the nature of the consideration. If the transfer is by direction show the various considerations  
 e.g. \$ ..... paid by B to A  
       \$ ..... paid by C to B  
 In a transfer on sale of land subject to a mortgage it should be clearly shown whether or not the amount owing under the mortgage is included in the consideration e.g. \$ ..... which includes the amount owing under mortgage No. ....
7. Insert full name. Address is not required.
8. Insert full name and address. If two or more transferees state whether as joint tenants or tenants in common. If tenants in common specify shares.
9. Set out "All my estate and interest in the fee simple" (or other as the case may be).
10. If the transfer is by direction give the full name of any directing party and show the various considerations under the consideration heading.
11. Set out any easement being created or reserved and define the dominant and servient tenements.
12. Set out full details of any covenant and define the covenantee and the land to bear the burden and to take the benefit of the covenant.
13. The transfer must be dated.
14. If an executing party is a natural person execution should read "Signed by the transferor (transferee, directing party) in the presence of .....". The witness must be an independent person. If an executing party is a body corporate execution should conform to any prescribed formalities relating to the affixing of the common seal.



# PLANNING CERTIFICATE

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

**CERTIFICATE REFERENCE NUMBER**

1109694

**APPLICANT'S NAME & ADDRESS**

TOWN HALL CONVEYANCING C/- TRICONVEY2 (RESELLER)  
C/- LANDATA  
DOCKLANDS

**VENDOR**

MOULTON, KERRY ANN

**PURCHASER**

NOT KNOWN, NOT KNOWN

**REFERENCE**

874410

This certificate is issued for:  
LOT 2 PLAN PS327033 ALSO KNOWN AS 2/30 BURDOO DRIVE GROVEDALE  
GREATER GEELONG CITY

The land is covered by the:  
GREATER GEELONG PLANNING SCHEME

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

The land:  
- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:  
<http://vhd.heritage.vic.gov.au/>

12 February 2025  
**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.

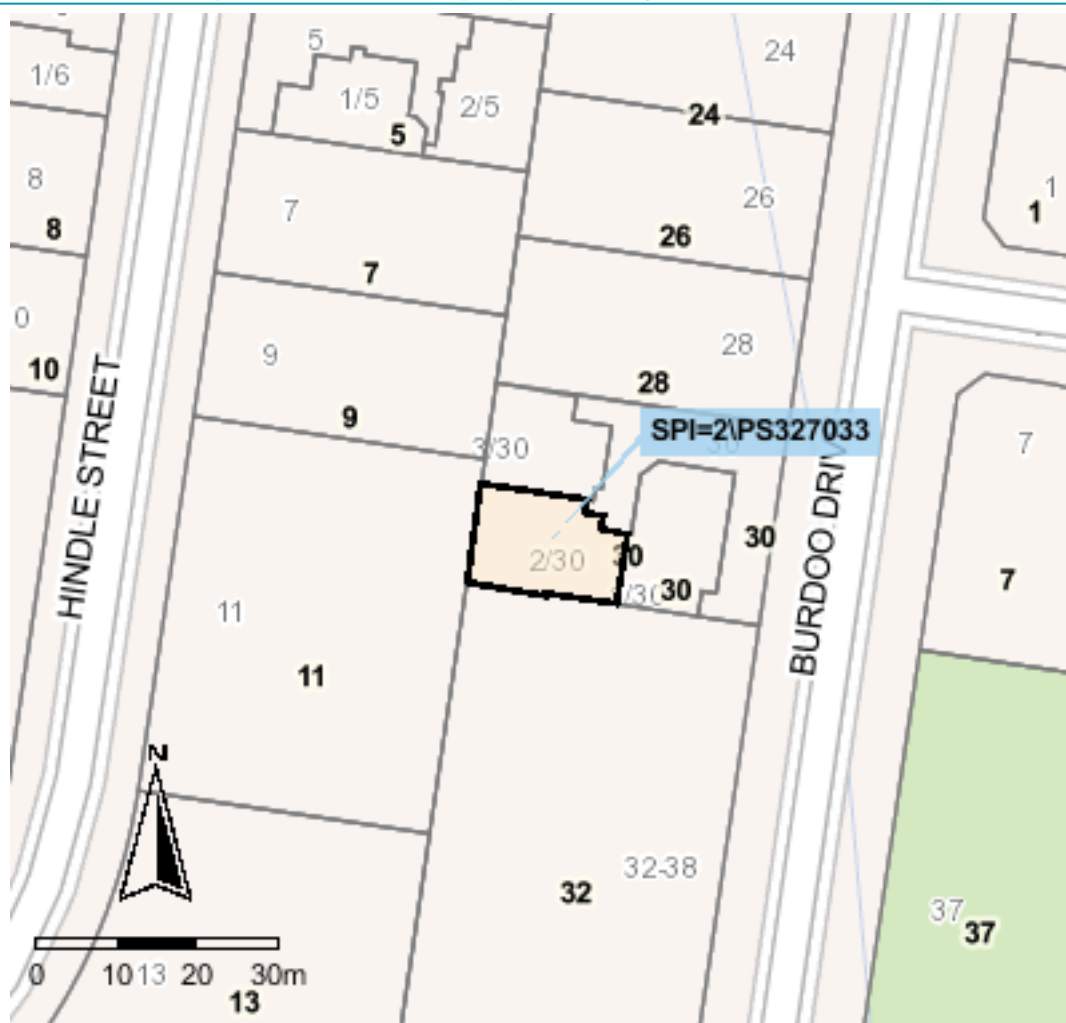
LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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](mailto:landata.enquiries@servictoria.com.au)

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



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## Choose the authoritative Planning Certificate

### Why rely on anything less?

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

## Privacy Statement

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

PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 14 February 2025 03:10 PM

PROPERTY DETAILS

Address: **2/30 BURDOO DRIVE GROVEDALE 3216**

Lot and Plan Number: **Lot 2 PS327033**

Standard Parcel Identifier (SPI): **2\PS327033**

Local Government Area (Council): **GREATER GEELONG**

Council Property Number: **298407**

Planning Scheme: **Greater Geelong**

Directory Reference: **Melway 465 F5**

[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

[Planning Scheme - Greater Geelong](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Barwon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **SOUTH BARWON**

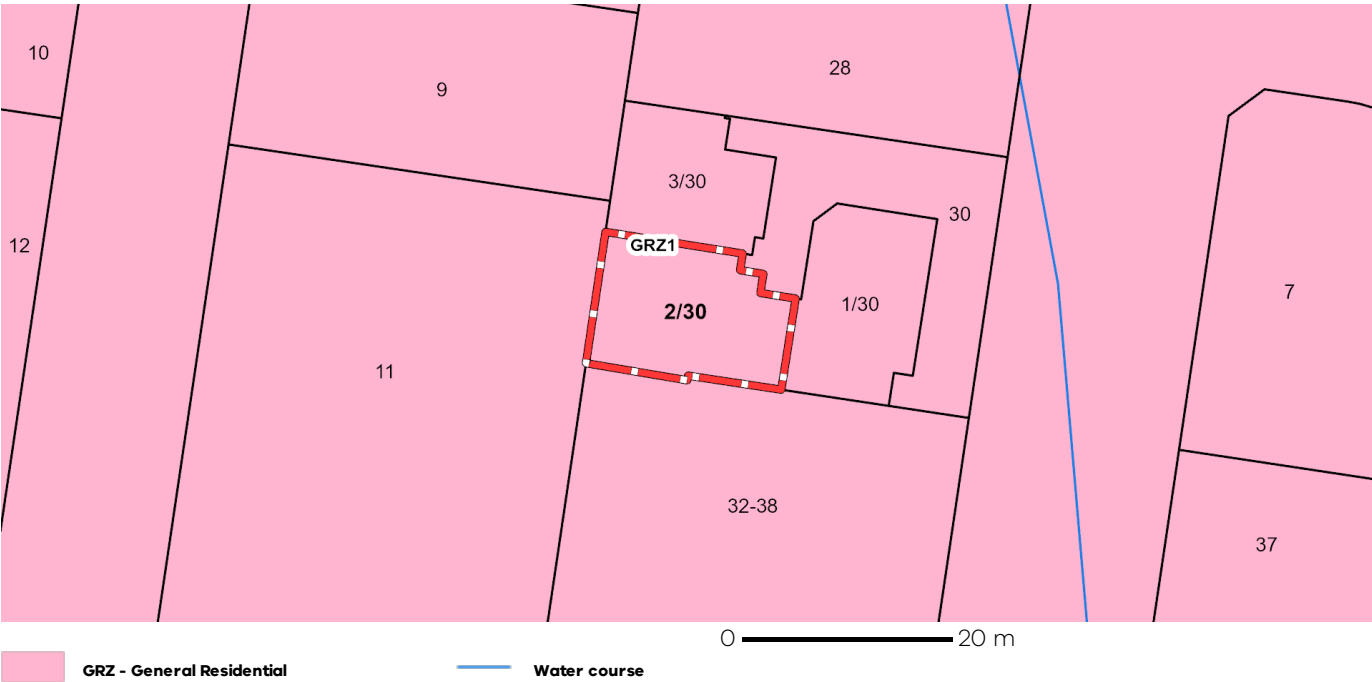
OTHER

Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)  
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

Planning Overlays

No planning overlay found

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

## Further Planning Information

Planning scheme data last updated on 14 February 2025.

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

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

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

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

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



# PLANNING PROPERTY REPORT



VICTORIA  
State  
Government

Department  
of Transport  
and Planning

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

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

Read the full disclaimer at <https://www.delwp.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).

**CITY OF GREATER GEELONG**

WADAWURRUNG COUNTRY P: 03 5272 5272  
PO Box 104, Geelong VIC 3220 E: [contactus@geelongcity.vic.gov.au](mailto:contactus@geelongcity.vic.gov.au)  
[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)



## 2024-2025 LAND INFORMATION CERTIFICATE

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **12-Feb-2025**

Certificate No: **227451**

Applicants Ref:

**75814612-018-1:198698**

*Assessment Number:* **97697**

Property Address: **2/30 Burdoo Drive, GROVEDALE VIC 3216**  
Property Description: **215.1m2 Lot 2 PS 327033**  
AVPCC / Land Use: **120 - Single - Unit/Villa Unit/Townhouse**

Ratepayer as per

Council Records: **K A Moulton**

Applicant:

**Secure Electronic Registries Victoria Pty Ltd**  
**PO BOX 500**  
**EAST MELBOURNE VIC 8002**

Operative Valuation Date:	<b>01-Jul-2024</b>
Level of Valuation Date:	<b>01-Jan-2024</b>
Capital Improved Value:	<b>460,000</b>
Site Value:	<b>210,000</b>
Net Annual Value:	<b>23,000</b>

This certificate provides information regarding Valuation, Rates, Charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or By-Law of the Council.

This certificate is not required to include information regarding Planning, Building, Health, Land Fill, Land Slip, other Flooding Information or Service Easements. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.

Particular of Rates & Charges, Outstanding Notices and Works for which a charge has been made:

- ♦ The **current rating year** is for the period **01/07/2024 to 30/06/2025**. Lump sum payment – due by **15/02/2025** or by instalment **30/09/2024, 30/11/2024, 28/02/2025 and 31/05/2025**. Interest is chargeable after these dates on any outstanding amount.
- ♦ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

**Please Note: Council has no involvement in the settlement process. On request any overpayment of rates at settlement will be refunded to the payee, with a \$30 fee being applicable.**

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue

(ie. **13-May-2025**) and within the current financial year.

The Local Government Act 2020 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.

Notice can be emailed to: [transfers@geelongcity.vic.gov.au](mailto:transfers@geelongcity.vic.gov.au)

**2024-2025 LAND INFORMATION CERTIFICATE (cont.)**In accordance with Section 121 of the  
Local Government Act 2020Date of Issue: **12-Feb-2025**

eService

Certificate No: **227451**Property Address: **2/30 Burdoo Drive, GROVEDALE VIC 3216**Assessment Number: **97697.7**

	<b><u>Rate, Charges &amp; Other Monies</u></b>	<b><u>Amount \$</u></b>
<b>Arrears:</b>	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
<b>Current:</b>	General Rates	925.35
	State Government Levies	172.00
	Waste Management	473.25
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	0.00
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
<b>Other:</b>	Special Charges ( <i>subject to Final Costs</i> )	0.00
	Sundry Charges	0.00
<b>Payment:</b>	Amount Received	-785.40
	Overpayment	0.00
	<b>All Overdue amounts should be paid at settlement.</b> The purchaser is liable for all outstanding rates and charges after transfer and settlement.	
	<b>Total Due:</b>	<b>785.20</b>

**General Notes:** Supplementary Valuations are conducted by Council when a property's characteristics change. Examples of this (but not exclusive) are: A building is altered, erected, or demolished. A property is amalgamated, subdivided, rezoned, part sold, or affected by road construction. As a result of this, an Adjusted Valuation may be returned in due course and a subsequent rate adjustment may be levied within the financial year.

**Condition:**

I hereby certify that as the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the **City of Greater Geelong** together with any Notices pursuant to the Local Government Act 1989, Local Laws or any other legislation.


**Authorised Officer****Biller Code: 17475****Reference: 100000976977**Payment via internet or phone banking,  
from your cheque or savings account.**Your Ref: 75814612-018-1:198698****Page 2 of 2**Standard Property  
**Sec 121 LGA 2020**



Information Statement Part A

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

INSTALLATION NUMBER: 15604829 APPLICATION NUMBER: 486275 DATE: 12/02/2025  
PROPERTY ADDRESS: UNIT 2/30 BURDOO DR, GROVEDALE, VIC 3216  
YOUR REFERENCE: 874410  
OWNER: K A Moulton  
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/01/2025 to 31/03/2025. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Sewerage Service Charge	158.94	0.00	158.94
Water Service Charge	36.74	0.00	36.74
Total Service Charge	\$ 195.68	0.00	195.68

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

Charges Due & Payable

	Value	GST	Price
Water Service Charge	36.74	0.00	36.74
Sewerage Service Charge	158.94	0.00	158.94
Water Volume charged to tenant	0.00	0.00	0.00
TOTAL DUE	\$ 195.68	0.00	195.68

Important Information

Due date for Billed Service and Volume Charges 12/03/2025

Our records show that a tenant is currently residing at this property, and responsible to pay the water volume charge. To assist in ensuring that accounts are issued correctly, would you please complete the attached letter, and return to us at your earliest convenience, advising whether that tenant will continue to occupy the property after settlement.

\* PLEASE NOTE: Special Meter Readings may not be required for residential properties that are currently tenanted by a long term tenant, i.e. where the tenant has occupied the property for more than the last three months.

The water meter for this property was last read on 11/11/2024. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

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

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

Town Hall Conveyancing C/- Triconvey2 (Reseller) C/-  
LANDATA  
Two Melbourne Quarter, Level 13, 697 Collins Street Docklands



Billers Code: 585224  
Ref Code: 4763 9135 1560 4829 4

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

**\* PLEASE NOTE:**      ***Verbal confirmation will not be given after 13/04/2025. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 13/04/2025 and a fee will be payable.***  
**\***  
**\***

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

Manager Customer Centre

**Our Ref: 486275**  
**Your Ref: 874410**

**12/02/2025**

Barwon Region Water Corporation,  
PO Box 659,  
GEELONG VIC 3220

Dear Sir/Madam,

**Re: 15604829 UNIT 2/30 BURDOO DR, GROVEDALE, VIC 3216**

It has been noted from the Information Statement the water volume has been charged to

**S Singh**

the person recorded as the tenant occupying the abovenamed property and as such is liable for payment. This charge is not the responsibility of the owner of the property.

Please complete the applicable details and email to [info@barwonwater.vic.gov.au](mailto:info@barwonwater.vic.gov.au) or call 1300 656 007.

- 
1. I wish to advise that the tenant will continue to occupy the property after settlement, and that future water volume accounts should be issued to the tenant.

or

2. I wish to advise that the tenant will not occupy the property after settlement has been finalised.

Date of vacation: \_\_\_\_\_

Forwarding address: \_\_\_\_\_

or telephone contact details: \_\_\_\_\_

or

3. The name of the tenant shown above is not correct, and your records should be amended to show

Name of Tenant: \_\_\_\_\_

Date of Occupation: \_\_\_\_\_

Yours faithfully

Date: \_\_\_\_\_



Information Statement Part A

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

INSTALLATION NUMBER: 15543574 APPLICATION NUMBER: 486275 DATE: 12/02/2025  
PROPERTY ADDRESS: UNIT 1/30 BURDOO DR, GROVEDALE, VIC 3216  
YOUR REFERENCE: 874410  
OWNER: K A Moulton  
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/01/2025 to 31/03/2025. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Sewerage Service Charge	158.94	0.00	158.94
Water Service Charge	36.74	0.00	36.74
Total Service Charge	\$ 195.68	0.00	195.68

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

Charges Due & Payable

	Value	GST	Price
Water Service Charge	36.74	0.00	36.74
Sewerage Service Charge	158.94	0.00	158.94
Water Volume charged to tenant	0.00	0.00	0.00
TOTAL DUE	\$ 195.68	0.00	195.68

Important Information

Due date for Billed Service and Volume Charges 12/03/2025

Our records show that a tenant is currently residing at this property, and responsible to pay the water volume charge. To assist in ensuring that accounts are issued correctly, would you please complete the attached letter, and return to us at your earliest convenience, advising whether that tenant will continue to occupy the property after settlement.

\* PLEASE NOTE: Special Meter Readings may not be required for residential properties that are currently tenanted by a long term tenant, i.e. where the tenant has occupied the property for more than the last three months.

The water meter for this property was last read on 11/11/2024. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

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

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

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

**\* PLEASE NOTE:**      ***Verbal confirmation will not be given after 13/04/2025. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 13/04/2025 and a fee will be payable.***  
\*  
\*

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

Manager Customer Centre



**Our Ref: 486275**  
**Your Ref: 874410**

**12/02/2025**

Barwon Region Water Corporation,  
PO Box 659,  
GEELONG VIC 3220

Dear Sir/Madam,

**Re: 15543574 UNIT 1/30 BURDOO DR, GROVEDALE, VIC 3216**

It has been noted from the Information Statement the water volume has been charged to

**K T King**

the person recorded as the tenant occupying the abovenamed property and as such is liable for payment. This charge is not the responsibility of the owner of the property.

Please complete the applicable details and email to [info@barwonwater.vic.gov.au](mailto:info@barwonwater.vic.gov.au) or call 1300 656 007.

- 
1. I wish to advise that the tenant will continue to occupy the property after settlement, and that future water volume accounts should be issued to the tenant.

or

2. I wish to advise that the tenant will not occupy the property after settlement has been finalised.

Date of vacation: \_\_\_\_\_

Forwarding address: \_\_\_\_\_

or telephone contact details: \_\_\_\_\_

or

3. The name of the tenant shown above is not correct, and your records should be amended to show

Name of Tenant: \_\_\_\_\_

Date of Occupation: \_\_\_\_\_

Yours faithfully

Date: \_\_\_\_\_

# *Information Statement Part B*

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

12-02-2025

Town Hall Conveyancing C/- Triconvey2 (Reseller) C/- LANDATA  
Two Melbourne Quarter, Level 13, 697 Collins Street  
Docklands

Property: UNIT 2, 30 BURDOO DRIVE GROVEDALE 3216

I refer to your application received at this office on 12/02/2025. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

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

**Our Ref:** EC486275

**Your Ref:** 874410

**Agent Ref:** 75814612-029-7

Yours faithfully.

Manager Customer Centre

# *Information Statement Part B*

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

12-02-2025

Town Hall Conveyancing C/- Triconvey2 (Reseller) C/- LANDATA  
Two Melbourne Quarter, Level 13, 697 Collins Street  
Docklands

Property: 30 BURDOO DR GROVEDALE 3216

I refer to your application received at this office on 12/02/2025. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

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

**Our Ref:** EC486275

**Your Ref:** 874410

**Agent Ref:** 75814612-029-7

Yours faithfully.

Manager Customer Centre

**OWNERS CORPORATION CERTIFICATE***Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16***Owners Corporation Plan No. PS327033M****Address: Unit 2, 30 Burdoo Drive, Grovedale VIC 3216**

This certificate is issued for	<b>Lot 2 on Plan of Subdivision No: PS327033M</b>
Postal address is	<b>Unit 2, 30 Burdoo Drive, Grovedale VIC 3216</b>
Applicant for the certificate is	<b>Kerry Ann Moulton</b>
Address for delivery of certificate is:	<b>Unit 2, 30 Burdoo Drive, Grovedale VIC 3216</b>

**IMPORTANT:**

The information in this certificate is issued on: 14 February 2025

You can inspect the owners corporation's register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current annual fees for the lot are: \$1,370.00 per annum ( <i>insurance [\$890 p/a] and gardener [\$480 p/a paid in quarterly instalments] only</i> )
2.	The date which the fees for the lot have been paid up to is 14 February 2025
3.	The total of any unpaid fees or charges for the lot are – \$0.00
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are - N/A.
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above: N/A
6.	<p>The owners corporation has the following insurance cover:</p> <ul style="list-style-type: none"> <li>the name of the company: Longitude Insurance Pty Ltd as AR of Austagencies Pty Ltd</li> <li>policy number: LNG-STR-20220413</li> <li>type of policy: Residential Strata</li> <li>buildings covered: 30 Burdoo Drive, Grovedale VIC 3216</li> <li>building amount: \$1,058,400.00</li> <li>public liability amount: \$20,000,000.00</li> <li>renewal date: 15 January 2026</li> </ul>
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution - N/A
8.	<p>The total funds held by the owners corporation – N/A</p> <p>The total funds should report the best available statement of financial position of the owners corporation.</p>
9.	Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details: N/A.

10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details - N/A
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details - N/A
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details - N/A
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details - N/A.
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, provide details - N/A.
15.	Has an administrator has been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? N/A
16.	A copy of the minutes of the most recent annual general meeting of the owners corporation. No meetings have been held in the last 15 months.
17.	Documents required to be attached to the owners corporation certificate are: <ul style="list-style-type: none"> <li>A copy of all resolutions made at the last annual general meeting - No meetings have been held in the last 15 months.</li> <li>A copy of the consolidated rules registered at Land Victoria - There are no rules registered at Land Victoria. <b>Model Rules</b> are attached</li> <li>A copy of Schedule 3 of the Owners corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners"</li> </ul>
18.	<b>NOTE:</b> For more information and/or updated certificate, please make a written application to Town Hall Conveyancing 43 Gheringhap Street, Geelong 3220 VIC 3220 (Tel: 5221 9688)

**DATED** the 14 February 2025

This owners corporation certificate was prepared by: Town Hall Conveyancing

**SIGNED** by Kerry Ann Moulton - Lot Owner

)  
)  
)

\_\_\_\_\_  
Signature

# **Statement of advice and information for prospective purchasers and lot owners**

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## **What is an owners corporation?**

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

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

## **How are decisions made by an owners corporation?**

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

## **Owners corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

## **Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

## **Further information**

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

## **Management of an owners corporation**

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

## **MODEL RULES FOR AN OWNERS CORPORATION**

### **1. Health, safety and security**

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

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

#### **1.2 Storage of flammable liquids and other dangerous substances and materials**

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to -
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### **1.3 Waste disposal**

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

### **2. Committees and sub-committees**

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

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

### **3. Management and administration**

#### **3.1 Metering of services and apportionment of costs of services**

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate -
  - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

### **4. Use of common property**

#### **4.1 Use of common property**

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

#### **4.2 Vehicles and parking on common property**

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

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

#### 4.3 **Damage to common property**

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

### 5. **Lots**

#### 5.1 **Change of use of lots**

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

##### **Example**

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

#### 5.2 **External appearance of lots**

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

#### 5.3 **Requiring notice to the owners corporation of renovations to lots**

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

### 6. **Behaviour of persons**

#### 6.1 **Behaviour of owners, occupiers and invitees on common property**

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

#### 6.2 **Noise and other nuisance control**

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

### 7. **Dispute resolution**

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.



6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.



# INSURANCE RISK AND ADVICE REPORT MR P & MRS K MOULTON



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Prepared and issued in Confidence by:

**MEGAN LADGROVE**  
**ADROIT INSURANCE & RISK PTY LTD - GEELONG**

Prepared: 05 | 12 | 2024

# Further Information Regarding Our Advice

This is an important document and you should read it carefully to ensure you understand it.

**Important Information:** There are two common problems when purchasing insurance which you should consider.

You should not:-

- Assume that all policies are the same
- Compare policies on the basis of Premium alone. There are often crucial differences in the scope of protection provided by various policies.

Date of Advice: 05/12/2024  
Selected Risks: Strata Plan

## General Advice

General Advice Warning: The information provided is to be regarded as general advice. Whilst we may have collected risk information, your personal objectives, needs or financial situations were not taken into account when preparing this information. We recommend that you consider the suitability of this general advice, in respect of your objectives, financial situation and needs before acting on it. You should obtain and consider the relevant product disclosure statement before making any decision to purchase this financial product.

## Target Market Determination

We confirm we have reviewed the Insurer's Target Market Determination (TMD) for this product and have assessed that you fall within the target market for this financial product. On the basis of our assessment, we consider that the product has therefore been issued to you consistently with the TMD provided by the Insurer. Please ask us if you would like a copy of the TMD.

## Insurer

Longitude Insurance Pty Ltd as AR of Austagencies Pty Ltd

## Referrers

There are no Referrers to whom we have or will pay remuneration.

## Relevant Relationships and Associations

There are no specific relationships or associations which have influenced the provision of this advice.

# Cover Summary

## Residential Strata Insurance

When negotiating the terms of your insurance program, we provided the following information to your insurers. It is common to all your insurance policies, unless specifically stated otherwise in any of the cover summaries that are part of this document. It's important that you notify us of any changes to these details to ensure that you're adequately protected.

### Insurer

Longitude Insurance Pty Ltd as AR of Austagencies Pty Ltd  
Underwriter: Chubb Insurance Australia Limited 100.00%

### Policy Number

Ref: LNG-STR-20220413

### Reference Number

P603319205/2

### Policy Wording

[Longitude Residential Strata Summary of Change 01 03](#)  
[Longitude Residential Strata LNGSTRATAR04PDS1223 PDS Wording 01 03 2024](#)

### Period Of Insurance

From: 15/01/2025  
To: 15/01/2026  
From 4PM to 4PM both local time and standard time.

### Insured

Owners Corporation Plan No. 327033M  
Anzsic Rating: 67110010 Body Corporate Services - Made Up Of Owner/occupiers Of A Small Block Of Flats Units Townhouses Or Duplexes (Internal Use Only)

Insured Situation

30 Burdoo Drive, GROVEDALE VIC 3216

Strata Plan

Provides cover for building/s, common property, common area contents and legal liability as defined in the policy wording.

Interested Party:

Not applicable

Building/s sum insured:	\$1,058,400
Type of Cover:	Replacement Value
Common contents sum insured:	\$10,584
Building catastrophe sum insured:	\$0
Lot owners fixtures and fittings sum insured:	\$300,000
Loss of rent/temporary accommodation sum insured:	\$158,760
Legal liability sum insured:	\$20,000,000
Personal accident/voluntary workers sum insured:	Death \$200,000 Total Disablement \$2,000 per week
Fidelity guarantee sum insured:	\$100,000
Office bearers liability sum insured:	Not Insured
Audit expenses sum insured:	\$30,000
Legal defence expenses sum insured:	\$50,000
Appeal expenses (occupational health and safety) sum insured:	\$150,000
Machinery breakdown sum insured:	Not Insured
Workers Compensation:	As per Act
Excess:	\$2,000
Flood:	Not Insured

Special Notes

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LONGITUDE INSURANCE

POLICY TYPE: Residential Strata Package LONGRSI 12 03-2024

QUOTE NUMBER:	LNG-STR-20220413
INSURED:	Owners Corporation 327033M.
THE BUSINESS:	Residential Strata as per attached schedule
PERIOD OF INSURANCE:	15 January 2025 expiring on 15 January 2026 at 4pm Local Standard Time
INTERESTED PARTIES:	Nil advised
SITUATION:	30 BURDOO DRIVE, GROVEDALE, VIC 3216
PERCENTAGE OF BUILDING OCCUPIED BY COMMERCIAL OCCUPANTS:	0.00%

SECTION 1 - PROPERTY: PHYSICAL LOSS, DESTRUCTION OR DAMAGE

Buildings	\$1,058,400
2.1 i) fixed artwork or sculptures	\$50,000
Common Contents	\$10,584
2.2 g) pots, plants, shrubs, trees, rockwork and lawns	\$10,584
2.2 h) money	\$10,000
2.2 i) artwork of sculptures (other than fixed	\$10,584
Storm Surge (caused by and immediately following a named tropical cyclone) any one event and in the aggregate Period of Insurance	\$1,058,400
Optional Cover	
Loss of Market Value	Not Insured
Flood	Not Insured
Costs Incurred by the Lot Owner	
All sub-sections 5.16 (a) - (h) combined	\$500,000
Lot Owners fixtures and fittings (per lot)	\$300,000
Temporary Accommodation & Loss of Rent	\$158,760

Longitude Insurance Pty Ltd ABN 86 152 337 267 AR 424 867 is an authorised representative of Austagencies Pty Ltd ABN 76 006 090 464 AFSL 244584 L14, 141 Walker Street, North Sydney NSW 2060, PO BOX 1813 North Sydney NSW 2059 T: 1300 442 676

5 December 2024



### Lot Owners Optional Covers

Paint & Wallpaper (applies to NSW & ACT only)	Not Insured
Floating floorboards	Not Insured

### Catastrophe Cover (sub-section 5.1)

Buildings	Not Insured
Common Contents	Not Insured
Costs Incurred by the Lot Owner	Not Insured
Additional Benefits	Not Insured

### Excesses

Loss, destruction or damage caused by or arising from earthquake, subterranean fire or volcanic eruption (each and every Claim)	\$2,000
All other losses (each and every Claim)	\$2,000

## SECTION 2 - VOLUNTARY WORKERS PERSONAL ACCIDENT

Accidental Death & Disablement	\$200,000
Weekly Benefits	up to \$2,000 per week for Total Disablement and up to \$1,000 per week for Partial Disablement as outlined in the Table of Benefits
All per Policy Table of Benefits	

### Excess

Excluded Period of Claim (each and every Claim)	7 days
All Per Table of Benefits	

## SECTION 3 - OFFICE BEARERS LIABILITY - NOT INSURED

## SECTION 4 - FIDELITY GUARANTEE

Any one Loss and in the Aggregate Period of Insurance	\$100,000
<b>Excess</b>	
Each and every Claim	\$2,000

## SECTION 5 - EQUIPMENT BREAKDOWN - NOT INSURED

## SECTION 6 - PUBLIC LIABILITY

Personal Injury or Property Damage Limit of Liability (any one Occurrence)	\$20,000,000
<b>Excess</b>	
Each and every Claim	\$2,000

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5 December 2024



## SECTION 7 - GOVERNMENT AUDIT COSTS, WORKPLACE HEALTH & SAFETY BREACHES AND LEGAL EXPENSES

### (a) Taxation and Audit Costs

Limit of Liability (in the aggregate Period of Insurance)	\$30,000
Excess (each and every Claim)	\$500

### (b) Workplace Health and Safety Breaches

Limit of Liability (in the aggregate Period of Insurance)	\$150,000
Excess (each and every Claim)	\$500

### (c) Legal Defence Expenses

Limit of Liability (in the aggregate Period of Insurance)	\$50,000
Excess (each and every Claim)	\$1,000
Contribution (each and every Claim)	10.00% of Legal Expenses Incurred

### Special Notation

Property No Claim Bonus included	NO
Customer Loyalty Discount included	NO
Number of years with Longitude	1

## ENDORSEMENTS / CONDITIONS:

If any endorsement or conditions are shown under this part of the Policy Schedule they will vary the standard terms of Your Policy. They may expand, reduce, or impose additional conditions on Your cover as set out in the standard Policy terms and should be read carefully.

## IMPORTANT INFORMATION

### Your Policy

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Ltd (ABN 23 001 642 020, AFSL 239687)

### Target Market Determination

The product issuer Chubb Insurance Australia Ltd (Chubb) AFSL 239687 ABN 23 001 642 020, has prepared a Target Market Determination (TMD) for this product as required under section 994B of the Corporations Act 2001 (Cth). The TMD sets out who this product has been designed for and who it is not suitable for and identifies the conditions and restrictions on its distribution. A copy of the TMD for this product can be found on [here](#)

The TMD is not a Product Disclosure Statement (PDS) and is not a summary of the product features or terms of the product. Persons interested in acquiring this product should carefully read the PDS before deciding whether to purchase this product.

### Endorsements and Conditions

As outlined in our e-mail sent with this attachment.

Longitude Insurance Pty Ltd ABN 86 152 337 267 AR 424 867 is an authorised representative of Austagencies Pty Ltd ABN 76 006 090 464 AFSL 244584 L14, 141 Walker Street, North Sydney NSW 2060, PO BOX 1813 North Sydney NSW 2059 T: 1300 442 676

5 December 2024





**Credit terms - Sections 1 to 7 - 60 days from inception.**

**This quote is valid for 60 days or until Inception Date whichever is the sooner.**

**The quote has been based upon the information provided by your broker. Longitude reserves the right to amend or withdraw this quote if the information that was provided is found to be incomplete or inaccurate or if, prior to the policy start date, there has been a material change to the risk. This quote is also subject to the following conditions:**

- a) You have not had any previous insurance policy declined or cancelled; renewal refused, or have had any special terms or conditions applied to your insurance covers previously.**
- b) You have provided us with your complete claims history as part of your quote request and no further claims, or circumstances that may give rise to a claim occurring, have arisen to your knowledge that you have not already advised to us.**
- c) No changes in occupancy have occurred since your quote request.**

**Please contact us if any of the above is incorrect as it may affect the terms and conditions under which we will provide cover.**

**No terms or conditions contained in any broker's slip are included unless specifically stated as being included.**

**Unless stated otherwise, cover is as per the Longitude Policy Wording and Product Disclosure Statement (PDS). Commissions payable are calculated on the base premium only.**

**Please note in the event that you cancel this policy prior to expiry, in accordance with the policy conditions, we will retain the proportion of the premium, (less our fees which we deem to be fully earned at policy inception) which is equal to the proportion that the remaining policy period bears of the total policy period.**

**To ensure your client maintains continuous cover, please ensure that your written instructions be provided to our office prior to expiry.**

This quote has been issued based on the following information provided by You

#### **Construction**

Walls	Brick Veneer
Floors	Concrete Slab
Roof	Tiles

Has there been any Expanded Polystyrene (EPS), Aluminium Composite Panelling (ACP) or like materials used in the construction of the property?	NO
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Is there any known Asbestos in the building?	NO
--	----

Are there any known building defects?	NO
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#### **Claims Information**

<b>Policy Year Ending</b>	<b>No. of Claims</b>	<b>Aggr. Attritional Losses</b>
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5 December 2024



2021	0	\$0.00
2022	0	\$0.00
2023	0	\$0.00
2024	0	\$0.00
2025	0	\$0.00

# Risk Details

Below are the full details of all the information we've gathered about you and shared with insurers to organise this insurance on your behalf. Please check that this information is correct and up-to-date, and let us know immediately if anything is incorrect or incomplete.

## Reference Number

P603319205/2

Please note that this is a summary only. For full terms and conditions, you should always refer to the insurer's policy schedule and wording.

## Residential Strata Insurance

### Insured Situation

30 Burdoo Drive, GROVEDALE VIC 3216

### Strata Plan

Construction of walls:	Brick/Massive
Construction of roof:	Tile
Construction of floor:	Concrete
Number of units in the complex:	3
Number of floors in the complex:	1
Year Built:	1992
Construction of fences:	Not Applicable
Condition of complex:	Good
Building is heritage or national trust listed:	No
Building is occupied:	Yes
There is a gymnasium, tennis court or sporting facilities in the complex:	No
There is a swimming pool or outdoor spa in the complex:	No
There are lifts or elevators:	No
Key operated deadlocks on all external doors:	No
Key operated window locks or window security grills/bars on all windows and sliding doors up to 3 metres from ground level:	No
Type of alarm or security system:	None
Body corporate provides 'on site services' (eg caretaking, security monitoring etc):	No
Complex has a fully maintained sprinkler system installed:	No
Complex has fully maintained fire extinguishers/fire hydrants installed:	No
Smoke detectors are installed and maintained:	No
Number of employees:	0
Estimated annual wages:	\$0
NSW Small Business Stamp Duty Exemption criteria: Is the business;	No

- An individual, partnership, company or trust that is carrying on a business; and
- Has an aggregated turnover of less than \$2 million

Number of claims last year: 0

Number of claims in last 3 years: 0

Number of claims in last 5 years: 0

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# Other Insurable Risks and Services

The list below is a summary of the types of insurance you can buy through Insurance Advisernet. It doesn't include every type of insurance available or covers you've already taken out, but is intended to help you decide what type of protection you may require. If you need any additional information, please contact us.

Asset Protection	Excess of Loss	Marine Professional Indemnity
Association Liability	Fleet Motor	Medical Indemnity/Malpractice
Aviation	General Property	Money
Bond/Surety/Guarantee	Glass	Mortgage Protection
Builders Warranty	Goods In Transit	Personal Accident & Illness
Burglary/Theft	Group Personal Accident	Plant & Machinery
Business Interruption	Home & Contents	Pleasure Craft
Cancellation & Abandonment	Home Business	Private Motor
Caravan & Trailer	Household Removals	Prize Indemnity
Carriers Cargo	Industrial Special Risks	Product Recall/Guarantee
Commercial Motor	Information Technology Liability	Professional Indemnity
Contract Works/Construction	Investment Managers Liability	Property
Corporate Travel	Journey Injury	Shipbuilders Warranty
Crime	Landlords	Statutory Liability
Crop	Legal Expenses	Strata Plan
Cyber	Liability	Tax Audit
Deductible Buy Down	Livestock/Bloodstock	Trade Credit
Directors & Officers Liability	Machinery Breakdown	Travel
Electronic Equipment Breakdown	Management Liability	Umbrella Liability
Employee Dishonesty/Fidelity Guarantee	Marine Cargo	Voluntary Workers
Engineering	Marine Hull	Workers Compensation (ACT/NT/TAS/WA)
	Marine P&I	

Not all these covers may apply to your particular circumstances. However, we recommend that you review this list regularly to ensure your insurance cover continues to meet your needs. Additionally, if you're exposed to risk that isn't included in your current insurance program or listed above, we're happy to look for an available solution on your behalf.

# Your Duty

According to the *Insurance Contracts Act 1984 (ICA)*, you and everyone who is insured under your policy must comply with a relevant duty.

The duty requires that, at a minimum, you answer all questions the insurer asks of you honestly. In addition, you may be required to tell the insurer about certain matters which will help them decide whether to insure you and on what terms.

You have this duty until the insurer agrees to insure you, and before they agree to renew your policy. You also have the same duty when you extend, change or reinstate an insurance policy.

The duty that applies can vary according to the type of insurance policy. The ICA specifically defines certain insurance policies as Consumer Insurance Contracts. In these circumstances, you have a duty to take reasonable care not to make a misrepresentation to the insurer when answering their questions. This means you must answer all questions fully, accurately and to the best of your knowledge. If you fail to do so, there may be consequences – these are outlined below.

For all other insurance policies not defined as Consumer Insurance Contracts, you have a duty to tell the insurer every matter that you know, or could reasonably be expected to know, is relevant to their decision to accept the risk of the insurance and on what terms.

If you (or anyone who is an insured, or a proposed insured, under the policy) make a misrepresentation, or if you don't tell the insurer something that you're required to disclose, they may cancel your policy or reduce the amount they pay you in the event of a claim, or both.

If the misrepresentation or failure is fraudulent, the insurer may refuse to pay a claim and treat the policy as if it never existed.

If you apply for insurance on behalf of other insureds, you need to explain the duty to them. We don't do this unless specifically agreed in writing. If you're providing information for other insureds, you confirm you have their authority to do so, and that the information provided is what they've told you in response to the duty obligations.

If in doubt about your duty, it's better to tell us. We can help you determine what you need to disclose to the insurer in order to meet your duty.

If your policy is renewable, the insurer may ask you further questions which are relevant to their decision whether to renew your policy. They may provide a copy of what you've previously told them and ask you to tell them if anything has changed. If you don't tell them about any relevant changes, they'll take this to mean there have been no changes.

Your duty is an important issue. If you don't understand how it works or the impact of non-compliance, please contact your adviser to discuss further.

## General Questions:

Please complete the following questions. Your and/or any potential Insurer may ask subsequent questions based on the responses below.

- |  |     |
|--|-----|
| • In the past 5 years have you had any insurance declined, cancelled, proposal or application rejected, renewal refused, had any claim rejected, had any special term, condition, warranty or excesses imposed by an Insurer?  | No  |
| • In the past 5 years have you or any Partner or other Director been declared bankrupt, been placed into receivership or liquidation been involved in any Company or Business that became insolvent or entered administration or receivership or had any threats to life or property (whether private or business)?  | No  |
| • In the past 10 years have you or any other Partner, Director or Owner been charged with or convicted of any criminal offence, (other than minor traffic convictions) in connection to crimes related to drugs, dishonesty, arson, theft, fraud or violence against persons or property, had penalties imposed or been liable for any civil offence or pecuniary penalty exceeding \$5,000? | No  |
| • In the past 5 years have you lodged any claims, notified an Insurer of a potential claim, had any claims made against you or aware of any incident that may give rise to a claim?  | No  |
| • Do you authorise us to give to, or obtain from, other Insurer's or any relevant Third Party, in accordance with our Privacy Policy, any information relating to insurance or claim information held by you or any Insured Persons, Office Holders, Directors, Businesses or Corporations?  | Yes |
| • Are you aware of any matter, or any exceptional circumstance not covered above, that relates to the risk to be insured that you have not already told us about, and that you know or should know may affect the Insurer's decision to insure you?  | No  |

- I/We consent to IA's Privacy Policy and acknowledge our Duty of Disclosure under the Insurance Contracts Act 1984 (as amended), to disclose to the Insurer every matter that I/We may know, or could reasonably be expected to know, that is relevant to the Insurer's decision whether to accept the risk of the insurance and, if so, on what terms. Failure to comply with the above may result in the cancellation of the policy or a claim being declined or reduced.

Yes

## Privacy Notice

We're committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). Where required, we'll provide you with a collection notice which outlines how we collect, disclose and handle your personal information.

You can also refer to our Privacy Policy for more information about our privacy practices. This includes how we collect, use or disclose information, how to complain about a breach of Australian Privacy Principles, and how such a complaint will be handled. To read our Privacy Policy, ask us for a copy or visit [www.insuranceadviser.net](http://www.insuranceadviser.net).

## Client Acknowledgement

I/we acknowledge that:

- All answers and statements made in the cover summary forming part of this insurance proposal are true and accurate in every respect.
- No information has been withheld which is likely to affect an insurer's decision about rating or accepting my/our insurances.
- The insurer reserves the right to decline my application.
- The insurer and/or Insurance Advisernet Australia Pty Ltd will rely on this acknowledgement.

# Property Clearance Certificate

## Land Tax



INFOTRACK / TOWN HALL CONVEYANCING

Your Reference:	25156
Certificate No:	84101490
Issue Date:	12 FEB 2025
Enquiries:	ESYSPROD

Land Address:	UNIT 2, 30 BURDOO DRIVE GROVEDALE VIC 3216
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
27267073	2	327033	10185	472	\$798.75
	2	327033			

Vendor: KERRY MOULTON  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS KERRY ANN MOULTON	2025	\$210,000	\$798.75	\$0.00	\$798.75

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$460,000
SITE VALUE (SV):	\$210,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$798.75





# Notes to Certificate - Land Tax

Certificate No: 84101490

**Power to issue Certificate**

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

**Amount shown on Certificate**

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

**Land tax is a first charge on land**

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

**Information for the purchaser**

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

**Information for the vendor**

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

**Apportioning or passing on land tax to a purchaser**

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

**General information**

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

**For Information Only**

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$210,000

Calculated as \$975 plus ( \$210,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,600.00

Taxable Value = \$460,000

Calculated as \$460,000 multiplied by 1.000%.

**Land Tax - Payment Options**

**BPAY**  


Billers Code:5249  
Ref: 84101490

**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: 84101490

**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 / TOWN HALL CONVEYANCING

Your Reference:	25156
Certificate No:	84101490
Issue Date:	12 FEB 2025
Enquires:	ESYSPROD

Land Address: UNIT 2, 30 BURDOO DRIVE GROVEDALE VIC 3216					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
	2	327033	10185	472	\$0.00
	2	327033			\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	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:	\$460,000
SITE VALUE:	\$210,000
CURRENT CIPT CHARGE:	\$0.00



# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 84101490

## 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](http://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 / TOWN HALL CONVEYANCING

Your Reference:	25156
Certificate No:	84101490
Issue Date:	12 FEB 2025

Land Address:	UNIT 2, 30 BURDOO DRIVE GROVEDALE VIC 3216		
Lot	Plan	Volume	Folio
2	327033	10185	472
2	327033		

Vendor: KERRY MOULTON  
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick  
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



# Notes to Certificate - Windfall Gains Tax

Certificate No: 84101490

### 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

<div><div>BPAY</div><div><div></div><div>Billers Code: 416073 Ref: 84101492</div></div></div> <div><div>Telephone &amp; Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div>www.bpay.com.au</div></div>	<div><div>CARD</div><div><div></div><div>Ref: 84101492</div></div></div> <div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61. A card payment fee applies.</div><div>sro.vic.gov.au/payment-options</div></div>	<div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div>
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\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Town Hall Conveyancing C/- Triconvey2 (Reseller)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 874410

NO PROPOSALS. As at the 12th February 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 2 30 BURDOO DRIVE, GROVEDALE 3216  
CITY OF GREATER GEELONG

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

Date of issue: 12th February 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 75814612 - 75814612112941 '874410'**