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DATED **2020**

STATE TRUSTEES LIMITED ACN 064 593 148
(as Legal Personal Representative of the Estate of
Halley Helen Dunlop deceased)

To

CONTRACT OF SALE
&
VENDOR'S STATEMENT

PROPERTY: **4 FINCH CLOSE, OCEAN GROVE, VIC 3226**

State Trustees Limited
ACN 064 593 148
GPO Box 2672
MELBOURNE 3001
DX: 320425 MELBOURNE

Tel: 03 9667 6289
Ref: Dunlop:5130294

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CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 4 FINCH CLOSE, OCEAN GROVE, VIC 3226

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

The terms of this contract are contained in the:

* Particulars of sale; and
* Special conditions, if any; and
* General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing: .....

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

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

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

For and on behalf of State Trustees Limited ACN 064 593 148 (As Legal Personal Representative of the Estate of **HALLEY HELEN DUNLOP** (Deceased)

Print name of person signing .....

State nature of authority if applicable - **Agent authorised under S28 of the Trustee Act 1958**

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales Section 31 **Sale of Land Act 1962**

- You may negotiate with the vendor about the amount of 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.

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PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: Barnett Real Estate

Address: 368 Latrobe Terrace, Newtown, VIC 3220

Email: jason@barnettproperty.com.au

Phone: Mob: 0417 585 221 Fax: Ref: Jason Barnett

VENDOR

Name: **STATE TRUSTEES LIMITED ACN 064 593 148** (as Legal Personal Representative of the Estate of **HALLEY HELEN DUNLOP Deceased**) of 1 McNab Avenue, Footscray, VIC 3011

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: **State Trustees Limited**

Address: 1 McNab Avenue, Footscray, VIC 3011

DX: DX 320425 Melbourne

GPO Box 2672, Melbourne, VIC 3001

Phone: 03 9667 6289 Fax: Ref: Dunlop:5130294 Email: conveyancing@stl.com.au

PURCHASER

Name:

Address:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address:

Email:

Phone: Mob: Fax: Ref:

LAND (general conditions 3 and 9)

The land is:

described below:

Certificate of Title Reference		being lot	on plan
Volume 8330	Folio 223	439	PS 001858

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: **4 FINCH CLOSE, OCEAN GROVE, VIC 3226**

GOODS SOLD WITH THE LAND (general condition 2.3(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

ELECTRONIC CONVEYANCING

See Special Condition 2.2 (p)

PAYMENT (general condition 11)

Price $

Deposit $ 10% upon signing hereof

Balance $ payable at settlement

GST (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box: Plus GST only if special condition 13.5 applies

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the *GST Act* or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

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

SETTLEMENT (general condition 10)

is due on / / or earlier by agreement

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

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

LEASE (general condition 1.1)

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

in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of lease are:

(Only complete the one that applies. Check tenancy agreement/lease before completing details.)

****Residential tenancy agreement for a fixed term ending

****Periodic residential tenancy agreement determinable by notice

****Lease for a term ending …… with …… option to renew, each of …… years

TERMS CONTRACT (general condition 23)

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

~~and refer to general condition 23 and add any further provisions by way of special conditions.~~

LOAN (general condition 14)

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

~~Lender:~~

~~Loan Amount: $~~ ~~Approval Date: / /~~

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words '**special conditions**' appears in this box: **special conditions**

If the contract is subject to **'special conditions'** then particulars of the Special Conditions are as follows.

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Annexure A

GUARANTEE AND INDEMNITY

To: The Vendor named in the Schedule below.

In consideration of the Vendor at the request of the Guarantor named in the Schedule entering into the attached contract of sale (the "Contract") for the sale to the Purchaser named in the Schedule of the property described in the Schedule, the Guarantor guarantees to the Vendor punctual payment by the Purchaser of the purchase price, interest and all other money and the due performance of all the Purchaser's other obligations under the Contract (collectively the "Guaranteed Obligations"). This Guarantee is given with the benefit of the following conditions.

1. The Guarantor will pay to the Vendor on demand any money which the Purchaser fails to pay on the due date, whether or not the Vendor has demanded the money from the Purchaser.

1. The Guarantor indemnifies the Vendor against all loss, damage, costs and expenses (collectively "Loss") which the Vendor incurs because of any failure by the Purchaser to pay or perform any of the Guaranteed Obligations, or any repudiation of the Contract by the Purchaser. The Guarantor will pay the amount of any Loss to the Vendor on demand.

2. This Guarantee is continuing and irrevocable and the Guarantor's obligations under this Guarantee are absolute and unconditional. The Guarantor will not be released from liability under this Guarantee until the whole of the Guaranteed Obligations have been paid and performed.

3. This Guarantee will not be affected in any way by:

   (a) any variation of the Contract, extension of time for payment of money or performance of an obligation, any other concession, or any release given to or compromise or compounding with the Purchaser, whether or not with the consent of or notice to the Guarantor;

   (b) the whole or any part of the Guaranteed Obligations being or becoming wholly or partly illegal, void, voidable or unenforceable or any legal limitation, disability, incapacity or other circumstance related to the Purchaser;

   (c) any neglect or failure by the Vendor to enforce its rights under the Contract;

   (d) termination of the Contract by the Vendor because of the Purchaser's failure to perform the Guaranteed Obligations;

   (e) the winding up, bankruptcy or death of the Purchaser or any Guarantor;

   (f) the failure of any person named as Guarantor to execute, or properly execute, this Guarantee, or the liability of any Guarantor ceasing for any reason; or

   (g) any other matter which, but for this provision, would cause the release of the Guarantor from this Guarantee under the law relating to sureties.

4. If the whole or any part of the Guaranteed Obligations are not or cease to be enforceable against the Purchaser for any reason, including any legal limitation, disability or incapacity of or affecting the Purchaser, or any other matter, and whether the relevant transactions were void from the beginning or were subsequently avoided (whether or not any of the relevant facts were or should have been known to the Vendor), as a result of which the whole or any of the Guaranteed Obligations are not recoverable from the Guarantor as surety, then as separate, additional and severable agreements the Guarantor:

   (a) unconditionally and irrevocably indemnifies the Vendor against all loss, damage, costs and expenses whether direct or consequential (collectively "Damages") which the Vendor incurs because of any of these matters;

   (b) agrees that the Vendor may recover the Damages from the Guarantor as principal debtor; and

   (c) will pay the amount of any Damages to the Vendor on demand.

5. The other provisions of this Guarantee apply as far as possible to the indemnity given in this clause.

6. The Guarantor will not compete with the Vendor for any dividend or distribution in any winding up, scheme of arrangement or official management of the Purchaser.

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7. The Vendor may assign its rights under the Contract or this Guarantee or both. The Guarantor will execute any document which in the Vendor's opinion is reasonably necessary to effect the assignment.

8. This Guarantee binds the Guarantor's legal personal representatives and successors and enures for the benefit of the Vendor's legal personal representatives, successors, assignees and transferees.

9. If this Guarantee is executed by two or more persons:

   (a) the expression "Guarantor" includes all those persons and this Guarantee binds them jointly and severally; and

   (b) a demand or notice made on or given to any one or more of the Guarantors is taken to have been given to all of them.

SCHEDULE

GUARANTOR:

Name: .....

Address: .....

Name: .....

Address: .....

EXECUTED as a Deed

Dated the day of 20

SIGNED SEALED AND DELIVERED by **GUARANTOR** in the presence of:)
)
.....
[Signature]

..... Witness
[Signature]

..... (Name of Witness)
[Please Print]

SIGNED SEALED AND DELIVERED by **GUARANTOR** in the presence of:)
)
.....
[Signature]

..... Witness
[Signature]

..... (Name of Witness)
[Please Print]

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SPECIAL CONDITIONS

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Contract capitalised terms have the meaning given to them in the Particulars of Sale and unless there is something inconsistent in the subject matter or context:

"**Authority**" means any federal, state or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the Law;

"**Bank**" means a bank for the purposes of the *Banking Act* 1959.

"**Business Day**" means a day that is not a Saturday, Sunday or public holiday in Melbourne;

"**Common Property**" means the common property in the Plan;

"**Contaminant**" means a substance (including but not limited to asbestos) at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment (including asbestos);

"**Contamination**" has a corresponding meaning;

"**Contract**" means this Contract of Sale of Real Estate, and includes the schedules and annexures to this Contract;

"**Deposit**" means the deposit specified in the Particulars of Sale;

"**Environmental Law**" means any and all past, present and future laws, and any codes of practice, guidance notes, national Environment Protection Measures, State Environment Protection Policies, order, directions, consents, authorisations or permits concerning environmental, health or safety matters (including the clean-up standards and practices for Contamination in buildings, equipment, soil, sub surface-strata, air, surface or ground water), where they are provided for in applicable Laws or applied and practised to the Property.

"**GST**" means goods and services tax as defined in the GST Act;

"**GST Act**" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

"**Guarantee**" means the form of guarantee annexed to this Contract as Annexure A;

"**Land**" means the whole of the land sold as described in the Land description in the Particulars of Sale comprising the lot or lots on the Plan sold under this Contract;

"**Lot**" means the lots in the Plan included in the description of the Land in the Particulars of Sale;

"**Particulars of Sale**" means the Particulars of Sale forming part of this Contract;

"**Plan**" means Plan of Subdivision No. PS 001858, a copy which is annexed to the Vendor's Statement;

"**Price**" means the price specified in the Particulars of Sale;

"**Property**" means the property address specified in the Particulars of Sale;

"**Purchaser**" means the person or corporation described in the Particulars of Sale and includes their successors and assigns;

"**Settlement Date**" means the date described in the Settlement description in the Particulars of Sale;

"**Special Condition**" means a condition of this Contract contained in these special conditions;

"**Supply**" means a supply of goods, services, real property or other things under this Contract and includes without limitation (if applicable), the sale of the Property by the Vendor to the Purchaser;

"**Vendor**" means the person so described in the Particulars of Sale and includes its successors and permitted assigns;

"**Vendor's Estate Agent**" means the person so described in the Particulars of Sale and includes its successors and permitted assigns; and

"**Vendor's Legal Practitioner**" means State Trustees Legal Branch or any Agent appointed.

1.2 **Interpretation**

In the interpretation of this Contract, unless the context otherwise requires:

(a) the headings are inserted only as a matter of convenience and do not affect the -interpretation of this Contract;

(b) the singular includes the plural and vice versa and words of one gender include the other genders;

(c) where two or more persons are named as a party to this Contract, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), bind them jointly and each of them severally;

(d) a reference to any party to this Contract or any other document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;

(e) where a word or phrase is defined, its other grammatical forms have corresponding meanings;

(f) "person" includes a natural person, corporation, body corporate, unincorporated association, firm or an authority or body (whether it be any government, semi-government, municipal, statutory or other authority or body);

(g) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, the legislation or legislative provision;

(h) a reference to any agreement or document is to that agreement or document (and where applicable, any of its provisions) as varied, amended, novated, supplemented or replaced from time to time;

(i) a reference to "include" or "including" means includes, without limitation, or including, without limitation, respectively;

(j) anything includes each part of it;

(k) any reference to time in this Contract is a reference to time in Melbourne; and

(l) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract.

2. VARIATIONS TO GENERAL CONDITIONS

2.1 **Exclusions**

The following General Conditions are excluded from this Contract:

(a) General Conditions 2.2-2.7;

(b) General Condition 3;

(c) General Condition 5;

(d) General Condition 6;

(e) General Condition 8;

(f) General Condition 11.1;

(g) General Condition 14;

(h) General Condition 15.2(b)-15.2(c);

(i) General Condition 20; and

(j) General Conditions 24.4 to 24.6.

2.2 **Variations**

The following amendments to the General Conditions are incorporated into this Contract:

(a) General Condition 7 is deleted and replaced with:

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"*7. RELEASE OF SECURITY INTEREST*

7.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.

7.2 The vendor must advise the purchaser of the vendor's date of birth solely for the purpose of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser is entitled to a release, statement, approval or correction in accordance with general condition 7.3. However, the vendor is only required to so advise if the purchaser makes the request at least 21 days before the due date for settlement. The purchaser must keep the vendor's date of birth secure and confidential.

7.3 The vendor must ensure that at or before settlement, the purchaser receives-

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that:

(a)

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount; or

(b) is sold in the ordinary course of the vendor's business of selling personal property of that kind; unless:

(c) the personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Property Securities Register; or

(d) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.5 A release for the purposes of general condition 7.3(a) must be in writing. The release must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.6 The purchaser must provide the vendor with a copy of the release under general condition 7.3(a) at or as soon as practicable after settlement.

7.7 The vendor must also ensure that at or before settlement, the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release in addition to ensuring a release is received under general condition 7.3(a) if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.8 The purchaser must advise the vendor of any security interest that is registered on or before the date of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released at least 21 days before the due date for settlement.

7.9 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.8.

7.10 The purchaser must pay the vendor:

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay; and

(c) as though the purchaser was in default,

if settlement is delayed under general condition 7.9.

7.11 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.11 applies despite general condition 7.1.

7.12 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.".

(b) General Condition 10.1(b)(1) is amended to read as follows:

"provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and".

(c) insert the word "*bank*" before the word "*cheque*" in General Condition 11.4(b);

(d) the words "*a reputable Australian trading bank (in the Vendor's reasonable opinion) that is*" are inserted after the word "*means*" in General Condition 11.5;

(e) General Condition 11.6 is amended by changing the reference to "*3 bank cheques*" to "*5 bank cheques*";

(f) General Condition 12.4 is added:

"12.4 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.".

(g) the words "*(including any penalty or interest)*" are inserted prior to the word "*payable*" in the third line of General Condition 13.1;

(h) the following clause is added as General Condition 13.9:

"13.9 If one of the parties to this contract is entitled to be reimbursed for an expense or outgoing incurred in connection with this contract, then the amount of reimbursement will be net of any input tax credits which may be claimed by the party being reimbursed in relation to that expense or outgoing.".

(i) The existing General Condition 17.3 is renumbered as General Condition 17.4, and the following new sub-clause is added as General Condition 17.3:

"17.3 In proving service:

(a) if delivered by hand, it is necessary only to produce a receipt for the communication signed by or on behalf of the addressee;

(b) if sent by post, it is necessary only to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this general condition; and

(c) if by facsimile, it is necessary only to produce the sender's copy bearing the addressee's answerback.".

(j) The second sentence of General Condition 21 is amended to read:

"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 settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the tenant

and indemnifies the vendor for any loss or damage suffered by the tenant as a consequence of the purchaser exercising its rights under this general condition.".

(k) General Condition 22 is amended by adding the following sentence at the end of the condition:

"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."

(l) General Condition 24.2 is amended to read:

"The vendor must deliver the goods to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear and such other changes brought about or caused by or contributed to by the tenant with the consent of the vendor (and where relevant, the consent of the purchaser).".

(m) General Condition 25 is amended by adding the following new paragraph at the end of this General Condition:

"The purchaser acknowledges that the following items constitute "a reasonably foreseeable loss":

(i) expenses payable by the vendor under any existing loan secured over the property or other property of the vendor;

(ii) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach (regardless of whether the solicitor is employed or engaged by the vendor), including the cost of issuing any default notice agreed at $770 plus GST for each notice;

(iii) any commission or other expenses claimed by the Vendor's Estate Agent or any other person relating to the sale of the property; and

(iv) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property.".

(n) General Condition 28.4(a) is amended to read as follows:

"an amount equal to 10% of the price is forfeited to the vendor as the vendor's absolute property; and".

(o) The following sub-clause is added as General Condition 28.6:

"Unless the price includes GST, the reference to "the price" in this general condition 28 refers to the price plus any GST payable on the price.".

(p) The following is added as General Condition 29:

"29.1 This General Condition has priority over any other provision to the extent of any inconsistency. This General Condition applies if the parties agree in writing, that 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.

29.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

29.3 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.

*29.4 The vendor must open the Electronic Workspace ("**workspace**") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.*

29.5 The vendor must nominate a time of the day for locking the workspace at least 7 days before the due date for settlement.

29.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

29.7 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 29.6 has not occurred by 4.00 pm.

29.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

29.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;

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

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.".

3. CAPACITY TO SELL

3.1 **Estate**

(a) The Vendor STATE TRUSTEES LIMITED (ACN 064 593 148) sells (as Legal Personal Representative of the Estate of HALLEY HELEN DUNLOP Deceased) pursuant to Letters of Administration dated 15 April 2020.

(b) The Vendor will provide at settlement an original certificate pursuant to section 19 of the *State Trustees (State Owned Company) Act 1994* in lieu of a certified copy of grant of probate or letters of administration.

4. AUCTION TERMS

4.1 The land shall be offered for sale by public auction:

(a) subject to the Vendor's reserve price; and

(b) the auctioneer may make one or more bids on behalf of the Vendor of the land at any time during the auction; and

(c) subject to the Rules for the Conduct of Public Auctions of Land, and according to the information Concerning the Conduct of Public Auctions of Land as set out in Schedules to the *Sale of Land Regulations 2005,* or any rules prescribed by regulation which modify or replace those Rules.

4.2 The bidder whose bid is accepted by the Auctioneer shall be the Purchaser. No bid once made shall be retracted and should any dispute arise the auctioneer shall determine the dispute or at his or the Vendor's option resubmit the Property for sale. The auctioneer shall determine the minimum or maximum amount for which bidding may be advanced.

4.3 The Purchaser shall on the fall of the hammer sign this Contract and pay the Deposit.

5. ACKNOWLEDGEMENT

5.1 The Purchaser acknowledges receipt of a copy of the Vendor's statement and if a promise has been made with respect to obtaining a loan of money for defraying some or all of the price, a written statement under section 51 of the Estate Agents Act 1980 from the Vendor's Estate Agent before paying any money or signing this Contract or any other document legally binding the Purchaser in relation to this sale

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

5.3 If the Vendor's Estate Agent has secured the signature of the Purchaser to a prior Contract for the said land in substantially the same terms as this Contract the Purchaser has received from the Vendor's Estate Agent a copy of such prior Contract in accordance with Section 53 of the *Estate Agents Act 1980*.

5.4 The Purchaser acknowledges and warrants that the Purchaser is not, nor has the Purchaser in the past 3 months been, an employee or agent of the Vendor, nor an immediate family member (being the father, mother, sister, brother, spouse, partner, child, grandfather, grandmother or any relationship usually described as a "de facto", "adopted", "step" or "in law" variation of these relationships) of a person who is or has been such an employee or agent of the Vendor.

5.5 Where the Purchaser is a company, the Purchaser and Guarantors acknowledge and warrant that no shareholder, director or other officer of the company or Guarantor is or has been in the past 3 months an employee or agent of the Vendor nor an immediate family member of an employee or agent of the Vendor as defined in Special Condition 25.

6. ENTIRE AGREEMENT

6.1 The Purchaser acknowledges that:

(a) this Contract is the sole repository of the agreement between the parties;

(b) no oral explanation or information provided by any party to another shall affect the meaning or interpretation of this Contract or constitute any collateral agreement, warranty or understanding between any of the parties;

(c) there are no terms, conditions, representations or warranties relating to the sale of the Property which have been relied upon by the Purchaser in entering into this Contract except those included in this Contract;

(d) the Purchaser has not relied on any information in any brochure, investment report or advertisement about the Land relating to;

(i) its area or measurements;

(ii) any description of any improvements, chattels, fixtures or fittings on the Property;

(e) the Purchaser has relied on its own inspection and inquiries in purchasing the Property and any buildings, fences, plant and equipment, fixtures and fittings (the **Installations**) sold with the Property.

6.2 The Vendor and the agents of the Vendor have not made any representation or given any warranty:

(a) about the condition or quality of the Installations, Contaminant, the Property or the services connected or available to it;

(b) that the Property is suitable for any purpose which the Purchaser may have indicated as its intention to pursue;

(c) that any permit of any nature has been obtained or is available from any relevant authority;

(d) that any other land is available for acquisition (unless otherwise indicated in this Contract).

6.3 The Purchaser may not make any objection or requisition, claim any compensation or refuse or delay payment of the whole or any part of the Price because:

(a) of any Contaminant;

(b) the Installations do not comply with the *Building Act* 1993, the *Building Regulations* 1994, the Building Code of Australia or any other regulations, rules or local laws or because of their state of repair and condition.

6.4 The Purchaser will assume liability for compliance with any notices or orders relating to the Property sold (other than those relating to apportionable outgoings) which have been made or issued on or after the Day of Sale provided that should this Contract at any time be validly treated by either party as at an end pursuant to General Condition 3 hereof then the Purchaser shall be deemed to have no obligations under this Special Condition.

7. IDENTITY

(a) The Purchaser admits that the Property as offered for sale and inspected by him is identical with that described in the title particulars set out in the Particulars of Sale.

(b) the Purchaser may not make any objection or requisition, claim any compensation or refuse or delay payment of the whole or any part of the Price because of any alleged misdescription of the Land whether it is in relation to area, measurements or occupation.

(c) The Purchaser may not call on the Vendor to amend title or to bear or to contribute to the cost of amending title.

8. RESTRICTIONS AS TO USE

(a) The Purchaser buys the Property subject to any restriction on its use or development under any planning scheme, statute, regulation, local law or permit condition or imposed by any authority empowered to control the use of the Property (**Planning Restriction**).

(b) A Planning Restriction does not constitute a defect in the Vendor's title to the Property or affect the validity of this Contract.

(c) The Purchaser may not make any objection or be entitled to any compensation from the Vendor because of any Planning Restriction.

9. CONDITION OF PROPERTY

9.1 The Purchaser warrants to the Vendor that:

(a) the Purchaser has inspected the Property and made inquiries concerning the Property;

(b) the Purchaser accepts the condition of the Property as at the Day of Sale, including but not limited to whether the Property is habitable or non-habitable; and

(c) regardless of the inspections and inquiries under Special Condition 9.1(a) the Purchaser is satisfied with the condition, quality and state of repair of the Property and accepts the Property as it is on the Day of Sale and including any defects (whether latent or patent), Contaminant, need for repair or infestation, rectification of which the Purchaser is wholly responsible for and agrees to indemnify the Vendor for any loss, damage, claims, expenses and costs incurred by the Vendor as a result of any works performed.

9.2 The Purchaser will not make any objection or a claim or requisition or delay completion of this transaction or rescind or terminate this Contract because of anything concerning the matters referred to in this Special Condition 9 or in respect of any loss, damage, need for repair relating to the Property or the requirements of a statutory authority made on or after the Day of Sale.

9.3 The Purchaser:

(a) may not make any objection or requisition, claim any compensation or refuse or delay payment of the whole or any part of the Price because, and releases and discharges the Vendor and its officers, agents and employees from any obligation, duty, action, demand, liability loss or damage and costs and expenses owed to or suffered by the Purchaser (or any person claiming through or on behalf of the Purchaser) arising (directly or indirectly) from or in connection with the condition of the Property or in

respect of any loss, damage, need for repair relating to the Property or the requirements of a statutory authority made on or after the Day of Sale; and

(b) is liable for and indemnifies the Vendor and its officers, employees and agents from and against any action, damage, claim, loss, liability, cost or expense arising (directly or indirectly) from or incurred by the Vendor in respect of or in connection with the condition of the Property or in respect of any loss, damage, need for repair relating to the Property or the requirements of a statutory authority made on or after the Day of Sale.

9.4 The Purchaser acknowledges that the improvements on the Property may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser may not avoid this Contract or make any requisition or claim any compensation from the Vendor on that ground.

9.5 The Vendor sells the Property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the Property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.

9.6 The Purchaser acknowledges that if there is a swimming pool or spa on the Property which is or may be required to be fenced by the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on or after the Day of Sale in respect of all orders or requirements under the building regulations.

9.7 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the Purchaser shall at its own cost and expense comply with any requirement pursuant to the Building Act 1993 and regulations made thereunder for the installation of a smoke alarm complying with Australian Standards 3786-1993 and shall indemnify the Vendor from and against any responsibility for compliance with any such requirement.

The Purchaser must make their own insurance arrangements in respect of any damage to or destruction of the land and improvements thereon and all property, land, chattels and improvements becomes the Purchaser’s risk from the Day of Sale.

10. ENVIRONMENT

10.1 **Acknowledgment**

The Purchaser acknowledges that it has inspected the Property and purchased the Property in its present condition and subject to any Contamination of the Property.

10.2 **Liability**

As from the Day of Sale:

(a) the Purchaser acknowledges and agrees that the Purchaser assumes full liability and responsibility for any Contamination on, in, under, above, or emanating from, the Property;

(b) the Purchaser acknowledges that the Vendor makes no representations or warranties that the Property complies with any Environmental Law;

(c) to the full extent permitted by Law, the Purchaser may not make any objection or requisition, claim any compensation or refuse or delay payment of the whole or any part of the Price because, and releases and discharges the Vendor and its officers, agents and employees from any obligation, duty, action, demand, liability loss or damage and costs and expenses owed to or suffered by the Purchaser (or any person claiming through or on behalf of the Purchaser) arising (directly or indirectly) from or in connection with the presence of any Contamination of or emanating from the Property at any time and anything incidental to it (including compliance with all laws and the requirements of any Authority relating to the Contamination); and

(d) the Purchaser is liable for and indemnifies the Vendor and its officers, employees and agents from and against any action, damage, claim, loss, liability, cost or expense arising (directly or indirectly) from or incurred by the Vendor in respect of the presence of any Contamination on, in, under or near the

Property or emanating from the Property at any time and anything incidental to it (including compliance with all laws and the requirements of any Authority relating to the Contamination).

10.3 **Non-Merger**

This Special Condition 10 does not merge on the transfer of the Land but will continue to have full force and effect.

11. DEFAULT

11.1 If the Vendor gives a notice of default under this Contract to the Purchaser, the default will not be remedied until all of the following have occurred:

(a) the remedy by the Purchaser of the default;

(b) the payment by the Purchaser of all reasonable expenses incurred by the Vendor as a result of the default including without limitation all interest and bank charges payable by the Vendor under any existing mortgage affecting the property, calculated to the settlement date; and

(c) payment of the Vendor's Solicitors' reasonable legal costs (on a solicitor/client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.

11.2 If the Purchaser defaults in payment of any money under this Contract then the Purchaser must pay to the Vendor without demand interest at a rate 2% higher than the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default, without prejudice to any other rights of the Vendor under this Contract. General Condition 26 does not apply to this Contract.

11.3 The Purchaser must also pay any costs and expenses incurred by the Vendor by reason of any default or any advice (legal or otherwise) sought by the Vendor as a result of an alleged default by the Purchaser in the observance or performance of any of the terms and conditions of this Contract.

11.4 If, as a result of a breach of this Contract by the Purchaser, the Property is registered in the name of the Vendor at midnight on 31 December following the due date specified for settlement in the Particulars of Sale (Due Date), land tax will be adjusted on the basis that the Purchaser pays all of the land tax assessed, charged and levied on the Vendor in respect of the Property after the Due Date.

11.5 If the Purchaser fails to settle at the time and place scheduled for settlement (time being of the essence) and settlement is rescheduled, the Purchaser will be in default of this Contract. The Purchaser must pay the Vendor's Legal Practitioner or Conveyancer $150.00 plus GST together with any costs of the Vendor's mortgagee, for each and every rescheduled settlement, such additional amount or amounts to be paid at settlement.

12. FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975

12.1 The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) requiring the obtaining of consent to this Contract do not apply to the Purchaser and to this Contract.

12.2 The Purchaser indemnifies the Vendor against any loss, damage or expense (including any consequential loss) the Vendor suffers if the Purchaser breaches this warranty.

13. GST

13.1 In this special condition "GST" refers to goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* ("GST Act") and the terms used have the same meanings as defined in the GST Act.

13.2 The Property has been used as a residence and it is residential premises under Section 195-1 of the GST Act.

13.3 The Purchaser agrees, on and after completion of this sale, to use the Property predominantly for residential accommodation.

13.4 On the basis of Special Conditions 13.2 and 13.3 the Vendor makes a GST-free supply of the Property to the Purchaser.

13.5 Notwithstanding the above, in the event of the Vendor being liable for GST under this Contract:

(a) the Purchaser hereby agrees to pay to the Vendor, within 14 days after the Vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty and interest;

(b) the Vendor shall deliver to the Purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations;

(c) the Purchaser hereby indemnifies the Vendor against any loss or expense, including any default GST, incurred by the Vendor in respect of the GST payable by the Vendor.

13.6 This Special Condition does not merge upon settlement.

14. NO MERGER

The provisions of this Contract that are capable of having effect or require compliance after the Settlement Date will not merge in the transfer of the land and will continue to bind or benefit the parties.

15. SETTLEMENT

15.1 On the Settlement Date, settlement must be effected prior to 4pm at the offices of the Vendor's Legal Practitioner or at such other place as the Vendor or its solicitors may direct.

15.2 At settlement in addition to any other matter, the Purchaser must pay to the Vendor the Balance less any deductions provided herein, by an unendorsed bank cheque or bank cheques in favour of the Vendor or as the Vendor or its solicitors may direct in writing.

15.3 If settlement is effected later than 4pm on the Settlement Date, settlement shall be deemed to have occurred on the Business Day following the day on which payment of the Balance is made and the Purchaser will be deemed to have made a default in payment of the Balance, so that the Vendor will be entitled to interest under Special Condition 11.2 for the intervening days.

16. AFTER SETTLEMENT

16.1 The Purchaser agrees and undertakes that should the Purchaser at any future date receive any reimbursement, refund or rebate of any charge, levy, tax on special payment to any government or statutory authority relating to the Property paid or incurred by the Vendor, the Purchaser shall immediately upon receipt of such payment refund the sum to the Vendor. This condition shall not merge upon completion of this Contract.

16.2 The Purchaser is responsible for and indemnifies the Vendor against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Vendor suffers or incurs or is liable for in respect of any act or omission occurring after the Settlement Date concerning the Property, except to the extent caused or contributed to by the Vendor.

17. TIME OF THE ESSENCE

Time remains the essence of this Contract despite any waiver given or indulgence granted by the Vendor to the Purchaser.

18. CHATTELS

18.1 Property in the chattels passes to the Purchaser upon payment of the Price.

18.2 The Purchaser may not make any requisitions or objection, claim compensation or refuse or delay payment of the Price on account of the condition of the chattels.

19. SUBSTITUTION

19.1 If this Contract says that the Property is sold to the Purchaser "and/or nominee" (or similar words), the Purchaser may at least 14 days before the Settlement Date nominate and substitute a substitute or additional Purchaser (the substitute or additional purchaser together with the Purchaser in the case or nomination of an additional purchaser being called the "Nominee") but the Purchaser remains personally liable for the due performance of all the obligations on the part of the Purchaser under this Contract.

19.2 As a pre-condition to substitution, if required by the Vendor, the Purchaser must deliver to the Vendor:

(a) two parts of a contract executed by the Nominee and in the same form as this Contract except for:

(i) deletion of this special condition 19;

(ii) amendment of the name of the Purchaser;

(iii) adjustment of dates of payment of moneys if necessary to coincide with this Contract and the date upon which the Nominee as purchaser under the substituted contract becomes responsible for any notices or orders relating to the Property being the day of sale referred to in this Contract) executed by the Nominee;

(b) an authority from the Purchaser addressed to the Vendor authorising the Vendor to apply the Deposit paid under this Contract as deposit payable under the substituted contract;

(c) if required by the Vendor and if the Purchaser is not remaining as a purchaser, a duly executed guarantee by the Purchaser of all the obligations of the Nominee under the substituted contract; and

(d) an original completed and executed notice of nomination and a copy of the completed and executed "Transactions treated as sub-sales of land statutory declaration in the form approved from time to time by the State Revenue Office,

and must pay the Vendor's legal practitioners' costs in connection with the preparation of the substituted contract of sale and all other matters referred to in this special condition 19. The Vendor must execute both parts and deliver one part to the Nominee. Upon delivery by the Vendor to the Nominee of the one part of the substituted contract and payment of the Vendor's Legal Practitioners' costs, the substituted contract takes effect and this Contract is deemed cancelled.

20. FURTHER ENCUMBRANCES

The Purchaser purchases the Property subject to any easement or like encumbrances which may encumber the Property (including any easements or rights vested in or claimed by any statutory authority) notwithstanding that the same may not be registered upon the title or titles described in the Particulars of Sale.

21. DEPOSIT

21.1 The Vendor shall be entitled to interest that accrues on the Deposit while the Deposit is held in trust less any bank charges, taxes and duties on the Deposit, unless and until the Deposit is repaid to the Purchaser for any reason, in which case the Purchaser shall at that time become entitled to the accrued interest less any bank charges, taxes and duties on the Deposit. The Deposit plus interest less any bank charges, taxes and duties shall be paid to the Purchaser from the trust account or, if the deposit and interest has been released, by the Vendor.

21.2 The Deposit must be paid to the Vendor's Estate Agent or the Vendor's Legal Practitioner and will be held by either of them as stakeholder under section 24 of the *Sale of Land Act 1962*.

21.3 The deposit may not be paid by deposit bond and must be paid by any of the following methods:

(a) cash; or

(b) bank cheque and/or personal and/or company cheque made payable to the Vendor's Legal Practitioner.

21.4 The parties authorise the transfer of the Deposit less any commission and expenses to the Vendor's Legal Practitioner as stakeholders to be held in an interest bearing account with a bank as defined by section 5(1) of the *Banking Act 1959* until it is released pursuant to section 27 of *the Sale of Land Act 1962*. If this Contract is avoided through no fault of the Purchaser interest on the account will accrue for the benefit of and be paid to the Purchaser, but otherwise will accrue for the benefit of and be paid to the Vendor. In either case, bank accounts debits tax may be deducted from interest paid and if a tax file number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the *Income Tax Assessment Act 1997* may be appropriated in accordance with that Act.

22. SERVICES

22.1 The Purchaser acknowledges and agrees that:

(a) the services referred to in the Vendor's Statement will not be connected to the Property at Settlement, but may be available for connection;

(b) it is solely responsible for payment of any statutory or utility fees incurred in connecting any services to the Property; and

(c) it must not make any requisition nor claim any compensation nor claim any setoff nor rescind or terminate this Contract in respect of any matter relating to these services.

23. INDEMNITY

The Purchaser must indemnify and keep indemnified the Vendor against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the Vendor may suffer or incur arising from or in any way connected with or relating to:

(a) the Land or any liability in relation thereto however arising, made or incurred subsequent to the Settlement Date or any act, matter or thing occurring thereon or by which the Vendor may become liable in any way unless the same and to the extent that the Vendor causes or contributes to the same;

(b) any liability including any penalty or interest under the Duties Act 2000 relating to this Contract, any substitute contract of sale of real estate or the instrument of transfer of land or any transfer or conveyance under any substitute contract of sale of real estate.

24. FRACTIONAL INTERESTS

24.1 The Purchaser acknowledges that:

(a) the Vendor makes no warranty or representation as to the amount of stamp duty payable on this Contract or the instrument of transfer of land; and

(b) the Purchaser has made its own enquiries and investigations in that regard and relies on the results of those enquiries and investigations and on its own judgement; and

(c) the Purchaser is liable for all such stamp duty.

24.2 If there is more than one Purchaser under this Contract, it is each Purchaser's responsibility to ensure this Contract correctly records at the Day of Sale the proportions in which they are buying the Land (**Proportions**).

24.3 If the Proportions recorded in the instrument of transfer of land differ from those recorded in this Contract, it is each Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.

25. GUARANTEE

If the Purchaser is or includes a company (not being a company listed on the Australian Stock Exchange Limited), the Purchaser must simultaneously upon execution of this Contract procure and deliver to the Vendor or the Vendor's legal practitioners a joint and several guarantee of the obligations of the Purchaser under this Contract in the form and to the effect of the Guarantee, duly completed and executed. The Guarantee shall be prepared by the Vendor's legal practitioners and must be executed by each of the company's directors and major shareholders (or each of the directors and major shareholders required by the Vendor).

26. INSOLVENCY AND INCAPACITY

26.1 If before completion of this Contract:

(a) the Purchaser, being a natural person:

(i) dies;

(ii) becomes bankrupt or enters into a scheme of arrangement, composition or assignment with or in favour of its creditors;

(iii) is sentenced to imprisonment for a term exceeding one month; or

(iv) is a protected person under any legislation or an involuntary patient or security patient under the Mental Health Act 1986; or

(b) the Purchaser, being a company:

(i) is subject to an application for its winding up,

(ii) is ordered to be wound up, or is placed in provisional liquidation;

(iii) enters into a scheme of arrangement for the benefit of the creditors;

(iv) resolves to go into liquidation; or

(v) is put into the control of a receiver, receiver and manager, official manager or administrator;

then the Vendor may terminate this Contract by notice. The Vendor must refund all money paid under this Contract and any interest earned on it in such circumstances.

26.2 For the purposes of this Special Condition 26 "Purchaser" includes any of the persons that comprise the Purchaser.

27. NOTICES

27.1 Any notice, approval, consent or other communication under this Contract:

(a) must be in writing; and

(b) must be delivered and left at the address of the addressee, or sent by prepaid post or by facsimile to the address of the addressee specified in this Contract or if the addressee has notified another address to that new address.

27.2 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

27.3 A letter or facsimile is taken to be received:

(a) in the case of a posted letter, on the 2nd day (or if to or from an international address, on the 5th day) after posting; and

(b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the facsimile number of the recipient.

27.4 A notice given by a party may be signed on its behalf and despatched by the party's solicitors rather than by the party personally.

27.5 If a Conveyancer (as defined in the *Legal Profession Act 2004*) acts for a party to this Contract, then the Conveyancer may be served with a demand, notice or document in the same manner as a party's solicitor may be served in accordance with General Condition 17.

28. APPORTIONMENT OF APPORTIONABLE OUTGOINGS

For the purposes of General Condition 15, in the event of any rate, tax, assessment or other apportionable outgoing in respect of the Property not being assessed separately at the time of settlement then the rate, tax or assessment in respect of the Property shall be deemed to be that amount that bears the same proportion to the total rate assessed on the larger area as the area of the Property bears to the larger area or as the lot liability of the Property bears to the lot liability of the area that is the subject of the assessment (as the case may be).

29. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

29.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this special condition unless the context requires otherwise.

29.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.

29.3 This special condition only applies 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 is or will have a market value of $750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

29.4 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.

29.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and

(b) ensure that the representative does so.

29.6 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 special 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 special 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.

29.7 The representative is taken to have complied with the obligations in special condition 26.6 if:

(a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

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

29.8 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.

29.9 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.

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

30. PURCHASER AS TRUSTEE

If the Purchaser enters into this Contract in its capacity as a trustee of any trust ('**Purchaser Trust**') then the Purchaser covenants and warrants to the Vendor that:

(a) the Purchaser is the only trustee of the Purchaser Trust and no action has been taken or to the best of its knowledge, is proposed to remove it as trustee of the Purchaser Trust;

(b) the Purchaser will provide a true, correct, up to date and complete copy of the trust deed which discloses all of the terms of the Purchaser Trust to the Vendor not less than 10 Business Days before the Settlement Date;

(c) the Purchaser is complying in all material respects with the terms of the Purchaser Trust;

(d) the Purchaser has the power and authority under the terms of the trust deed creating the Purchaser Trust to enter into and perform this Contract;

(e) the entry into and performance of this Contract is for the benefit of the beneficiaries of the Purchaser Trust;

(f) it has a right to be fully indemnified out of the trust assets of the Purchaser Trust in respect of all of its obligations and liabilities incurred by it under this Contract;

(g) pending Settlement, the Purchaser will not:

(i) resign as trustee of the Purchaser Trust or willingly permit any substitute or additional trustee to be appointed;

(ii) do anything which effects or facilitates the termination of the Purchaser Trust;

(iii) willingly do anything which effects or facilitates the variation of the terms of the Purchaser Trust;

(iv) vest or distribute or advance any property of the Purchaser Trust to any beneficiary or sell any of the property of the Purchaser Trust except in the ordinary course; or

(v) willingly do anything which effects or facilitates the resettlement of the Purchaser Trust funds.

31. GENERAL

31.1 **Risk**

The Property is at the risk of the Purchaser on and from the day of sale.

31.2 **Purchaser not to assign Contract**

The Purchaser must not assign this Contract or any part thereof without the prior written consent of the Vendor.

31.3 **Costs, Expenses and Stamp Duty**

Except as otherwise stated in this Contract, each party must pay its own costs and expenses in relation to the negotiations leading up to and the preparation, execution and carrying into effect of this Contract and of all other documents referred to in it. The Purchaser must pay all stamp duty associated with the purchase or transfer of the Property and all other transactions conducted under this Contract.

31.4 **Rule of construction**

The parties acknowledge and agree that no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or part of it.

31.5 **Execution by Counterparts**

This Contract may consist of one or more counterpart copies. All counterparts of this Contract, when taken together, constitute one fully executed document.

31.6 **Further Assurances**

Each party must execute and deliver all documents instruments and writings and do and procure to be done all acts and things necessary or desirable or reasonable to give effect to this Contract.

31.7 **Governing Law and Jurisdiction**

This Contract is to be governed by and construed in accordance with Victorian law and each party submits to the non-exclusive jurisdiction of the Victorian courts.

31.8 **Non-Merger**

Any provision of this Contract which is capable of taking effect after completion of this Contract shall not merge on completion but rather shall continue in full force and effect.

31.9 **Severance**

If any provision of this Contract or its application to any party or any circumstance is or becomes illegal, unenforceable, or invalid then the remaining provisions of this Contract will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

31.10 **Variations**

The provisions of this Contract may only be varied by further written agreement of the parties. No variation of the provisions of this Contract shall inferred from a course of dealing.

31.11 **Waiver**

No waiver of any breach of this Contract or of any of the terms of this Contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach

shall operate as a waiver of any prior breach or subsequent breach. The failure or omission of a party at any time to enforce or require the strict observance of or compliance with any provision of this Contract, or exercise any election or discretion under this Contract, shall not operate as a waiver of the rights of a party, whether express or implied, arising under this Contract.

31.12 **Non assignment**

This Contract or any part thereof shall not be assignable by the Purchaser without the prior written consent of the Vendor.

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CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

TITLE

1. Encumbrances

1.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and

(b) any reservations in the crown grant; and

(c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of part II of that Act.

2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.

~~2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.~~

~~2.3 The vendor warrants that the vendor:~~

~~(a) has, or by the due date for settlement will have, the right to sell the land; and~~

~~(a) 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~~

~~(e) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.~~

~~2.4 The vendor further warrants that the vendor has no knowledge of any of the following:~~

~~(a) public rights of way over the land;~~

~~(a) easements over the land;~~

~~(b) lease or other possessory agreement affecting the land;~~

~~(c) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;~~

~~(d) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.~~

~~2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.~~

~~2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:~~

~~(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and~~

~~(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and~~

~~(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.~~

~~2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.~~

~~3. Identity of the land~~

~~3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.~~

~~3.2 The purchaser may not:~~

~~(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or~~

~~(b) require the vendor to amend title or pay any cost of amending title.~~

4. Services

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

~~**5. Consents**~~

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

6. Transfer

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

7. Release of security interest

7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.

7.2 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 7.4, 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.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

7.4 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.

7.5 Subject to general condition 7.6. the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —

(a) that –

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)** , not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 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 7.5 if –

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(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.

7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring a release is received under general condition 7.4(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.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 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 7.11.

7.13 If settlement is delayed under general condition 7.12, 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.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

~~**8. Builder warranty insurance**~~

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

9. General law land

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

9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

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9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(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.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

~~11.1 The purchaser must pay the deposit:~~

~~(a) to the vendor's licensed estate agent; or~~

~~(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or~~

~~(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.~~

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;

11.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

(b) cheque drawn on an authorised deposit-taking institution; or

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

12.1 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract s 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.

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and

(b) 'GST' includes penalties and interest.

14. ~~Loan~~

~~14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.~~

~~14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:~~

~~(a) immediately applied for the loan; and~~

~~(b) did everything reasonably required to obtain approval of the loan; and~~

~~(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and~~

~~(d) is not in default under any other condition of this contract when the notice is given.~~

~~14.3 All money must be immediately refunded to the purchaser if the contract is ended.~~

15. Adjustments

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

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~~(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.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by

(a) post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

~~**20. Guarantee**~~

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

~~24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.~~

~~24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.~~

~~24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.~~

25. Breach

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of notice being given

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

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

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

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VENDOR'S STATEMENT PURSUANT TO SECTION 32
OF THE SALE OF LAND ACT 1962
PROPERTY: 4 FINCH CLOSE, OCEAN GROVE, VIC 3226

1. FINANCIAL MATTERS

1.1 **Rates, Taxes, Charges or Other Similar Outgoings** affecting the land and any interest payable, are as follows:

(a) Are contained in the attached certificates.

(b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:

(i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.

(ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

1.2 **Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, are as follows: Except as disclosed, none to the best of the Vendor's knowledge.

1.3 **Mortgages** (whether registered or unregistered) over the land, which will not to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows: Nil.

1.4 **Terms Contract** - where the purchaser is obliged to make 2 or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows: Not applicable.

2. INSURANCE

2.1 **Damage and Destruction** - if the contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or to the receipt of rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land are contained in the attached documents if applicable.

2.2 **Owner-Builder** - if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence, particulars of any required insurance under that Act applying to the residence are contained in the attached documents if applicable.

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions** affecting the land (whether registered or unregistered):

(a) Are as set out in the attached copies of title documents otherwise none known to the vendor.

(b) To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction.

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3.2 **Designated Bushfire Prone Area** - the property is not in a bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

3.3 **Road Access** - there is access to the property by road.

3.4 **Planning Scheme** - information concerning the planning scheme is contained in the attached certificate.

4. NOTICES

4.1 **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 particulars are contained in the attached certificate/s and or statement/s if applicable.

4.2 **Livestock Disease or Contamination by Agricultural Chemicals** - particulars of any 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 are contained in the attached certificate/s and or statement/s if applicable.

4.3 **Compulsory Acquisition** - particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are contained in the attached certificate/s and or statement/s if applicable.

BUT NOTE: The Vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the Vendor.

5. BUILDING PERMITS

Particulars of any building permits issued in the past 7 years under the *Building Act 1993* (required only where there is a residence on the land) are contained in the attached certificate if applicable.

6. OWNERS CORPORATION

The land is not affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land is not affected by the GAIC. There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*), certificate or notice relating to the GAIC applicable to the land.

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8. NON-CONNECTED SERVICES

The following services are **not** connected to the land:

Gas Supply
Telephone Services

The Purchaser should check with the appropriate Authority as to the availability of and as to the cost of connecting any Services not connected to the Property. The costs of making available and of connecting or reconnecting any Services are to be borne by the Purchaser.

9. TITLE

Attached are:

(a) Section 19 Certificate
(b) Application by Legal Personal Representative
(c) A copy of the Register Search Statement and the document, or part of the document, referred to as a diagram location in the Register Search Statement that identifies the land and its location, being Certificate of Title Volume 8330 Folio 223
(d) Plan of Subdivision 001858
(e) Covenant 0298410
(f) Planning Certificate
(g) Land Information Certificate
(h) Building Certificate
(i) Bushfire Prone Area Report
(j) Water Certificate
(k) Land Tax Certificate
(l) Vic Roads Certificate
(m) EPA Certificate
(n) Certificate of Currency of Insurance
(o) Due Diligence Checklist

10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

11. DUE DILIGENCE CHECKLIST

The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available to any prospective purchasers from the time the land is offered for sale where that land is vacant residential land or land on which there is a residence. The due diligence checklist is not required to be provided with, or attached to, this vendor's statement but may be attached as a matter of convenience.

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

Date of this Statement: 27 May 2020

Signature of the Vendor: DocuSigned by: Martha Pavlidis 44D64FB2012B444...

For and on behalf of State Trustees Limited ACN 064 593 148

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

Date of this Acknowledgment: ...../...../.....

Signature/s of the Purchaser: .....

Name/s of the Purchaser: .....

DocuSign Envelope ID: 5D848948-5110-4E1A-98CB-E7098617E5DB

CERTIFICATE OF AUTHORITY

PURSUANT TO SECTION 19 OF THE STATE TRUSTEES (STATE OWNED COMPANY) ACT 1994

On 15 April 2020 Letters of administration were granted to State Trustees Limited A.C.N. 064 593 148 as the administrator of Halley Helen Dunlop deceased of Vonlea Manor 1-9 Moran Pl NORLANE VIC 3214 in the State of Victoria who died on 8 April 2017 and accordingly State Trustees Limited is entitled to administer the estate of the deceased.

Signed by State Trustees Limited by Martha Pavlidis its attorney pursuant to a Power Of Attorney dated 17 December 2013 a certified copy of which is filed in the Permanent Order Book No. 277 at Page 032 Item 38

Date: May 13, 2020

Martha Pavlidis
Team Leader

Section 19 of the State Trustees (State Owned Company) Act 1994 states:
A certificate issued by State Trustees which -

(a) certifies that -
  (i) an order under the **Guardianship and Administration Act 2019** appointing State Trustees administrator of the estate of any person is in force; or
  (ii) State Trustees is responsible for the management of the estate of a person who is a protected person; or
  (iii) State Trustees is, whether by original appointment or subsequent authorisation, entitled to act as the personal representative, and administer the estate, of any deceased person, and

(b) specifies the date -
  (i) of the relevant order; or
  (ii) upon which its authority in relation to a protected person commenced; or
  (iii) of the grant of probate or letters of administration authorising State Trustees to act as executor and trustee or administrator -

is, until the contrary is proved, for all purposes sufficient evidence of the facts so certified and stated.

State Trustees Limited
A.C.N. 064 593 148
1 McNab Avenue Footscray 3011 Victoria AUSTRALIA

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Application by legal personal representative
Section 49 Transfer of Land Act 1958

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by
Name:
Phone:
Address:
Reference:
Customer code:

The applicant applies as legal personal representative of the deceased registered proprietor to be registered as the proprietor of the estate and interest of the deceased in the land described.

Land: (volume and folio, and if applicable mortgage, charge or lease no.)

VOLUME 8330 FOLIO 223

Applicant: (full name and address, including postcode)

STATE TRUSTEES LTD (ACN 064 593 148) OF 1 MCNAB AVENUE FOOTSCRAY VIC 3011

Representative capacity:

AS THE ADMINISTRATOR OF THE DECEASED REGISTERED PROPRIETOR

Deceased registered proprietor: (full name)

HALLEY HELEN DUNLOP

-

35271702A

49TLA

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

DocuSign Envelope ID: 5D848948-5110-4E1A-98CB-E7098617E5DB

Application by legal personal representative
Section 49 Transfer of Land Act 1958

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Signing:

AUSTRALIAN LEGAL PRACTITIONER

Representing REPRESENTING ANOTHER

Signer

Name

Organisation STATE TRUSTEES LTD

Role AUSTRALIAN LEGAL PRACTITIONER

-

35271702A

49TLA

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Application by legal personal representative
Section 49 Transfer of Land Act 1958

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.

2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

3. The Certifier has retained the evidence supporting this Registry Instrument or Document.

4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	STATE TRUSTEES LTD
Signer Name	
Signer Organisation	STATE TRUSTEES LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER

Signature

Execution Date

-

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

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Register Search Statement - Volume 8330 Folio 223

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

VOLUME 08330 FOLIO 223 Security no : 124083141623Y
Produced 15/05/2020 11:11 AM

LAND DESCRIPTION

Lot 439 on Plan of Subdivision 001858.
PARENT TITLE Volume 08223 Folio 848
Created by instrument B216249 31/05/1961

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
HALLEY HELEN DUNLOP of 1728 DANDENONG ROAD NORTH CLAYTON
J421710 14/04/1981

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT 0298410

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

DIAGRAM LOCATION

SEE TP469852Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 4 FINCH CLOSE OCEAN GROVE VIC 3226

DOCUMENT END

Delivered from the LANDATA® System by SAI Global Property Division Pty Ltd
Delivered at 15/05/2020, for Order Number 62275602. Your reference: 5130294/Dunlop/meilas.

Delivered by LANDATA®. Land Use Victoria timestamp 15/05/2020 11:15 Page 1 of 2
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185 A. C. Walker 628775 To the Register of Titles 298410
~~617093~~ ~~618221~~ Mr. J. E. Dixon Please register 298410
J. E. DIXON. VICTORIA.
FREEHOLD.
2.30 pm 11.15 am MICROFILMED 12/2/91
Paid
TRANSFER OF LAND.
2.30 pm

WE, CHARLES HENRY JAMES, of No. 14 Market Buildings, Collins-street West, in the City of Melbourne, in the County of Bourke, Gentleman; and JAMES GRIGG, of No. 117 Collins-street West aforesaid Auctioneer, being registered as the proprietors of an estate in fee simple in the land hereinafter described, subject to the encumbrances notified hereunder, in consideration of the sum of Sixty five pounds paid to us by David Porteus of Mooroopna Minister of Religion and of the sum of One hundred Pounds paid to the said David Porteus by Francis Williams of Tatura Storekeeper

DO HEREBY TRANSFER to the said Francis Williams at the request and by the direction of the said David Porteus testified by his signature hereto

All our estate and interest in ALL THAT piece of Land, being part of Crown allotment twenty two section four Parish of Bellarine, County of Grant, and being lots Numbered 349, 350, 351, 352, 437 438, 439 and 440 of ~~Section~~ Block F, on the plan of Subdivision lodged in the Office of Titles, Melbourne, and known as "Ocean Grove," and Numbered one thousand eight hundred + fifty Eight and the said Transferree doth hereby for himself, his executors, administrators and transferrees, covenant with the said transferrors and each of them and the survivor of them, and his and their executors, administrators and transferrees, or the executors, admistrators and transferrees of the survivor of them that he, and they will not erect any building or permit any building which at the time of his purchase may be erected, or thereafter shall be erected upon the said lots or any of them, or any part thereof, to be used for the purpose of making or vending therein any malted, spirituous or vinous liquors, and shall not make or vend upon the said lots or any of them, or any part thereof any malted, spirituous or vinous liquors to any person whatsoever, or permit any other person whatsoever to make or vend the aforesaid liquors as aforesaid, and shall upon any sale of the said lots or any of them or any part thereof only sell to some person or persons who shall buy upon a contract of sale containing clauses exactly similar in effect to the whole of the covenants herein contained, and the said transferree, his executors, admistrators, and transferrees further covenant with the said transferrors and of each of them and the survivor of them and their or his executors, administrators and transferrees that this Instrument of Transfer is made upon the express condition that upon any breach by him, the said transferree, his executors, administrators and transferrees or any of them, his and their estate and interest in the said lots and every part of them shall be forfeited, and revert to the said transferrors or the survivor of them, their or his executors, administrators or transferrees, and, if necessary, be transferred by them to the said transferrors, or the survivors of them, or their or his executors, administrators and transferrees.

Together with a right of carriage way over the roads shewn on the plan and abutting on the said lots ~~as shewn on the said plan.~~

Dated the fifth day of February One thousand eight hundred and ~~eighty~~ ninety one

Signed by the said CHARLES HENRY JAMES in the presence of Gricker cert. Mr J E Dixon Sol. Melb. — Chas H James

Signed by the said JAMES GRIGG in the presence of Gricker — Jas Grigg

Signed by the said David Porteus in the presence of A. Curwen Walker Sol. Melbourne signed by the said Francis Williams in the presence of — David Porteus, Francis Williams

J. A. Carlisle Mgr Com. BK Tatura

ENCUMBRANCES REFERRED TO

Nil.

D298410-1-2

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Appeared before me at the day of One thousand eight hundred and eighty the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature the said attested; and that the name purporting to be the signature of the said own handwriting, and that of sound mind, and freely and voluntarily signed such instrument.

Dated Fifth day February 1891

C. H. JAMES Esq.,
AND
JAMES GRIGG, Esq.,
by direction of the Reverend D. Porteus
to
Mr Francis Williams

Transfer
OF ALLOTMENTS
Section
OCEAN GROVE.

J. E. DIXON,
COLLINS STREET WEST,
MELBOURNE,
SOLICITOR.

C. B. DEMAINE, Printer, Temple Court Place, Chancery Lane.

MEMORIAL OF INSTRUMENT.

Nature of Instrument.	Time of its production for Registration.	Names of the Parties thereto.	Number or Symbol thereon.
INSTRUMENT OF TRANSFER. as to part with Easement.	The 14th day of May 1891, at 2.39 o'clock in the after noon.	CHARLES HENRY JAMES AND JAMES GRIGG TO Francis Williams.	298410.

A. M. Farland
Asst-Registrar of Titles.

...y that a Memorial of the within instrument was entered in the Register Book, Vol. 2357 Fol. 471213 at the ...st above mentioned.

A. M. Farland
Asst-Registrar of Titles.

D298410-1-2

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TITLE PLAN		EDITION 1	TP 469852Q

Location of Land

Parish: BELLARINE
Township:
Section:
Crown Allotment:
Crown Portion:

Last Plan Reference: LP 1858
Derived From: VOL 8330 FOL 223
Depth Limitation: NIL

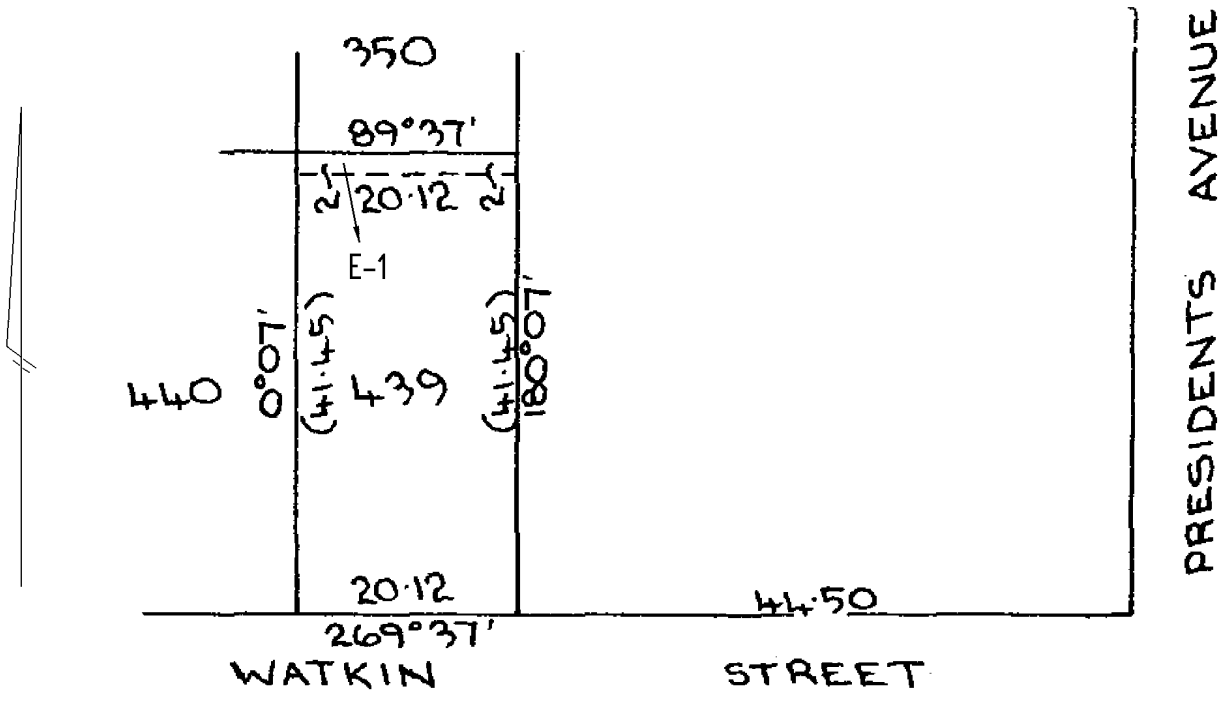
Notations

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

Description of Land / Easement Information

E-1 = EASEMENT TO SHIRE OF BELLARINE CREATED BY C/E K423919

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
COMPILED: 01/03/2004
VERIFIED: AH



LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets

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Planning Certificate

PROPERTY DETAILS

Property Address: 4 Finch Close OCEAN GROVE VIC 3226

Title Particulars: Vol 8330 Fol 223

Vendor: HALLEY HELEN DUNLOP

Purchaser: N/A

Certificate No: 62275602

Date: 15/05/2020

Matter Ref: 5130294/Dunlop/meilas

Client: State Trustees - Property Services

MUNICIPALITY

GREATER GEELONG

PLANNING SCHEME

GREATER GEELONG PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

GREATER GEELONG CITY COUNCIL

ZONE

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4

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

NOT APPLICABLE

OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: NOT APPLICABLE

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: NOT APPLICABLE

DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: NOT APPLICABLE

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 15

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: NOT APPLICABLE

OTHER OVERLAYS: NOT APPLICABLE

PROPOSED PLANNING SCHEME AMENDMENTS

GREATER GEELONG C395 PROPOSES TO IMPLEMENT THE CITY OF GREATER GEELONG'S SETTLEMENT STRATEGY (2018) AND NORTHERN AND WESTERN GEELONG GROWTH AREAS FRAMEWORK PLAN (2019) INCLUDING POLICY CHANGES TO THE MUNICIPAL STRATEGIC STATEMENT (MSS);

GREATER GEELONG C393 PROPOSES TO IMPLEMENT THE STATUTORY RECOMMENDATIONS OF THE "CITY OF GREATER GEELONG RETAIL STRATEGY 2016-2036" INTO THE GREATER GEELONG PLANNING SCHEME AND TO INSERT A NEW CLAUSE AT 21.19 (ACTIVITY CENTRES) AND TO REPLACE CLAUSE 22.03;

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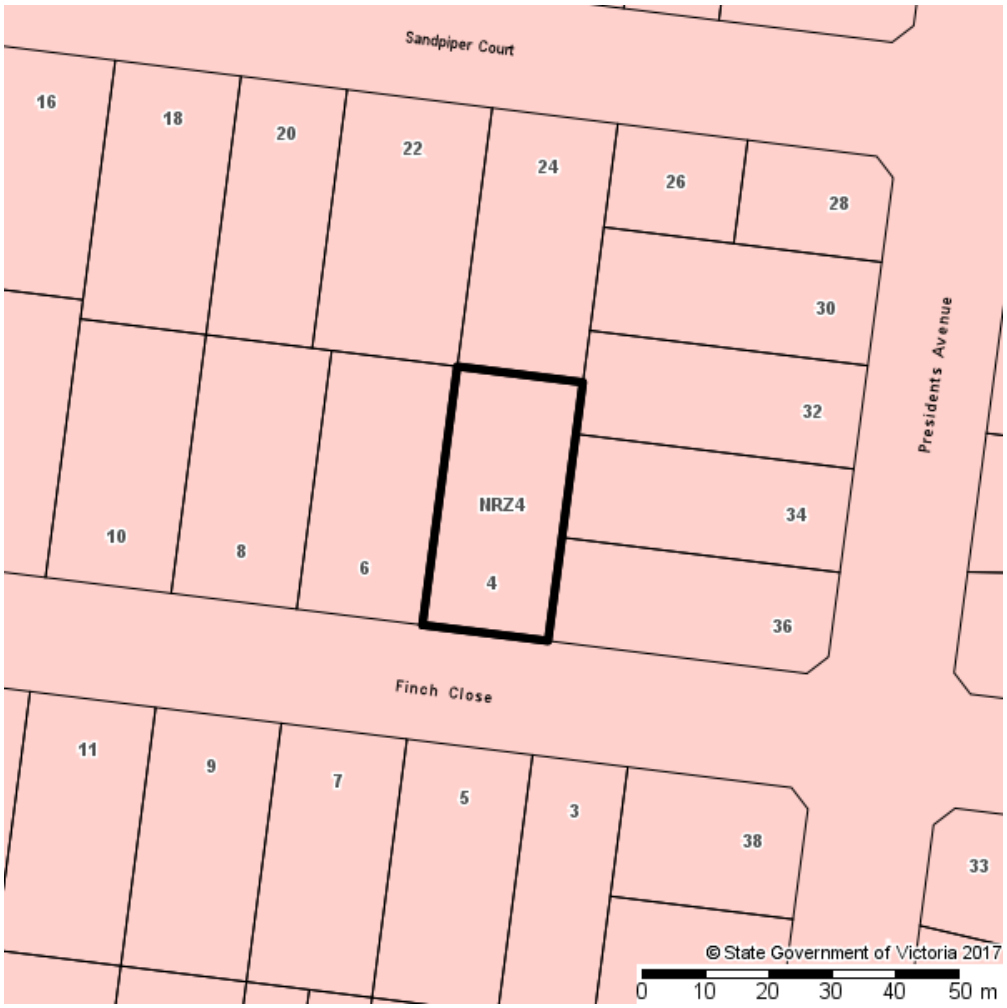
ADDITIONAL INFORMATION

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

PLANNING ZONE MAP



ZONING
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4

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Disclaimer: The information source for each entry on this certificate has been checked and if not shown on this report, is not applicable. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land.

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eService

CITY OF GREATER GEELONG
PO BOX 104
GEELONG 3220 AUSTRALIA
DX 22063 GEELONG

TELEPHONE 03 5272 5272
FACSIMILE 03 5272 4626
www.geelongaustralia.com.au

CITY OF GREATER GEELONG

LAND INFORMATION CERTIFICATE

In accordance with Section 229 of the Local Government Act 1989

Date of Issue: **15-May-2020**
Certificate No: **168741**

Applicants Ref:
62275602:95747369:128398

Assessment Number: **56118**

Property Address: **4 Finch Close, OCEAN GROVE VIC 3226**
Property Description: **834m2 Lot 439 LP 1858**

Ratepayer as per
Council Records: **Estate of H H Dunlop**

Applicant:
Anstat Pty Ltd
DX 332
MELBOURNE

Operative Valuation Date:	**01-Jul-2019**
Level of Valuation Date:	**01-Jan-2019**
Capital Improved Value:	**660,000**
Site Value:	**550,000**
Net Annual Value:	**33,000**

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

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

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

- The current rating year is for the period **01/07/2019** to **30/06/2020**. Lump sum payment - due by **15/02/2020** or by instalment **30/09/2019**, **30/11/2019**, **29/02/2020** and **31/05/2020**. 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. Therefore, any overpayment of rates at settlement with be refunded to the payee.

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue (ie. **13-Aug-2020)** and within the current financial year.

The Local Government Act 1989 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.

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LAND INFORMATION CERTIFICATE (cont.)

In accordance with Section 229 of the Local Government Act 1989

eService

Date of Issue: **15-May-2020**

Certificate No: **168741**

Property Address: **4 Finch Close, OCEAN GROVE VIC 3226**

Assessment Number: **56118.3**

	Rate, Charges & Other Monies	Amount $
Arrears:	Balance Brought Forward	529.00
	Legal Fees Arrears	0.00
Current:	General Rates	1,426.80
	State Government Levies	154.55
	Waste Management	332.00
	Municipal Charge	105.25
	Refunds	0.00
	Concession Rebates	0.00
	Interest Arrears	35.35
	Interest Current	0.00
	Legal Fees	0.00
Other:	Special Charges ***(subject to Final Costs)***	0.00
	Sundry Charges	0.00
Payment:	Amount Received	-504.80
	Overpayment	0.00
	All Overdue amounts should be paid at settlement. The purchaser is liable for all outstanding rates and charges after transfer and settlement.	**Total Due:** **2,078.15**

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: 100000561183
Payment via internet or phone banking, from your cheque or savings account.

Your Ref: 62275602:95747369:128398

Sec 229 LGA

DocuSign Envelope ID: 5D848948-5110-4E1A-98CB-E7098617E5DB

PROPERTY INFORMATION CERTIFICATE

Building Regulations 2018
Pursuant to Regulation 51(1)

CITY OF GREATER GEELONG

SAI Global Property Division Pty Ltd
GPO BOX 5420
SYDNEY NSW 2001

18 May 2020
PI: 262396
PIR-2020-3041
Telephone: 5272 4450

Your Ref 62275602

PROPERTY FOR WHICH INFORMATION WAS REQUESTED			
Property Address	4 Finch Close, OCEAN GROVE VIC 3226		
Title Information	834m2 Lot 439 LP 1858	Volume / Folio	IT

Regulation 51(1) *Building Regulation 2018*, any person may request the relevant Council to provide in relation to any building or land:

1. Details of any Permit or Certificate of Final Inspection issued in the preceding 10 years:

   NIL

2. Details of any current statement issued under Regulation 64 (Combined Allotments) or Regulation 231 (Subdivision of existing buildings)

   NIL

3. Details of any current Notice or Order issued by the Relevant Building Surveyor under the *Act*.

   NIL

Please Note:

- While every effort is made to provide full and accurate information, the Council's records may be deficient because of limitations in the period the records have been kept and/or because of their accuracy in recording or failure to record other permits, orders, variations or revocations.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent inquiries should be made if in any doubt or if any problem is anticipated or encountered.

Yours sincerely



Peter Larkins
Technical Officer

BUILDING SERVICES
100 BROUGHAM STREET, GEELONG

DocuSign Envelope ID: 5D848948-5110-4E1A-98CB-E7098617E5DB

PROPERTY INFORMATION CERTIFICATE

Building Regulations 2018
Pursuant to Regulation 51(2)

CITY OF GREATER GEELONG

SAI Global Property Division Pty Ltd
GPO BOX 5420
SYDNEY NSW 2001

18 May 2020

PI: 262396
PIR-2020-3037
Telephone: 5272 4450
Your Ref: 62275602

PROPERTY FOR WHICH INFORMATION WAS REQUESTED			
Property Address	4 Finch Close, OCEAN GROVE VIC 3226		
Title Information	834m2 Lot 439 LP 1858	Volume / Folio	IT

Pursuant to Regulation 51(2) of the *Building Regulations 2018*, any person may request the relevant Council to provide in relation to any building or land details as to whether the building or land is:

PROPERTY INFORMATION	
Liable to flooding within the meaning of Regulation 5(2).	**No**
Likely to be subject to attack by termites under Regulation 150.	**No**
Liable to significant snowfalls under Regulation 152.	**No**
Of designated land or works pursuant to Regulation 154.	**No**
For which a bushfire attack level has been specified in a planning scheme pursuant to Regulation 156.	**No**

Is Community Infrastructure Levy applicable?	**No**

Please Note:

- While every effort is made to provide full and accurate information, the Council's records may be deficient because of limitations in the period the records have been kept and/or because of their accuracy in recording or failure to record other permits, orders, variations or revocations.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent inquiries should be made if in any doubt or if any problem is anticipated or encountered.
- For further information on Bushfire prone areas, please visit www.land.vic.gov.au

Yours sincerely



David Kilmartin
Technical Officer

BUILDING SERVICES
100 BROUGHAM STREET, GEELONG

DocuSign Envelope ID: 5D848948-5110-4E1A-98CB-E7098617E5DB

CITY OF GREATER GEELONG

ABN 18 374 210 672

TAX INVOICE

SAI Global Property Division Pty Ltd
GPO BOX 5420
SYDNEY NSW 2001

Debtor No.	**879302**
Invoice Date	**15-May-2020**
Enquiries	**03 5272 5272**
Application No.	**PIR-2020-3037**
Location	**4 Finch Close, OCEAN GROVE VIC 3226**
Your Ref	62275602

Invoice	Description	GST $	Fee Amount $
5314952	Building Info - Regulation 51 (2)	0.00	46.10

Payment terms 30 days from date of invoice please

PAYMENT OPTIONS

BPAY **Biller Code:** 17475
Ref: 500008793028

*From your cheque, savings, & **MasterCard** or **Visa** accounts. Please contact your financial institution*

ONLINE OR BY PHONE
Online: www.geelongaustralia.com.au
Phone: 1300 858 058
Ref: 879302
A payment processing fee of 0.55% applies for MasterCard and Visa. Please Note If you pay via BPay you can avoid this fee.

IN PERSON
Pay at any Post Office with Ref:

*880 500008793028

or visit us at 100 Brougham Street, Geelong.

Amount Due $46.10

Debtor No. : 879302

Account Name : SAI Global Property Division Pty Ltd

Invoice Date : 15-May-2020

Council use barcode

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 25 May 2020 10:32 AM

PROPERTY DETAILS

Address:	**4 FINCH CLOSE OCEAN GROVE 3226**
Lot and Plan Number:	**Lot 439 LP1858**
Standard Parcel Identifier (SPI):	**439\LP1858**
Local Government Area (Council):	**GREATER GEELONG** www.geelongaustralia.com.au
Council Property Number:	**262396**
Planning Scheme:	**Greater Geelong** Planning Scheme - Greater Geelong
Directory Reference:	**Melway 483 J10**

UTILITIES

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

View location in VicPlan

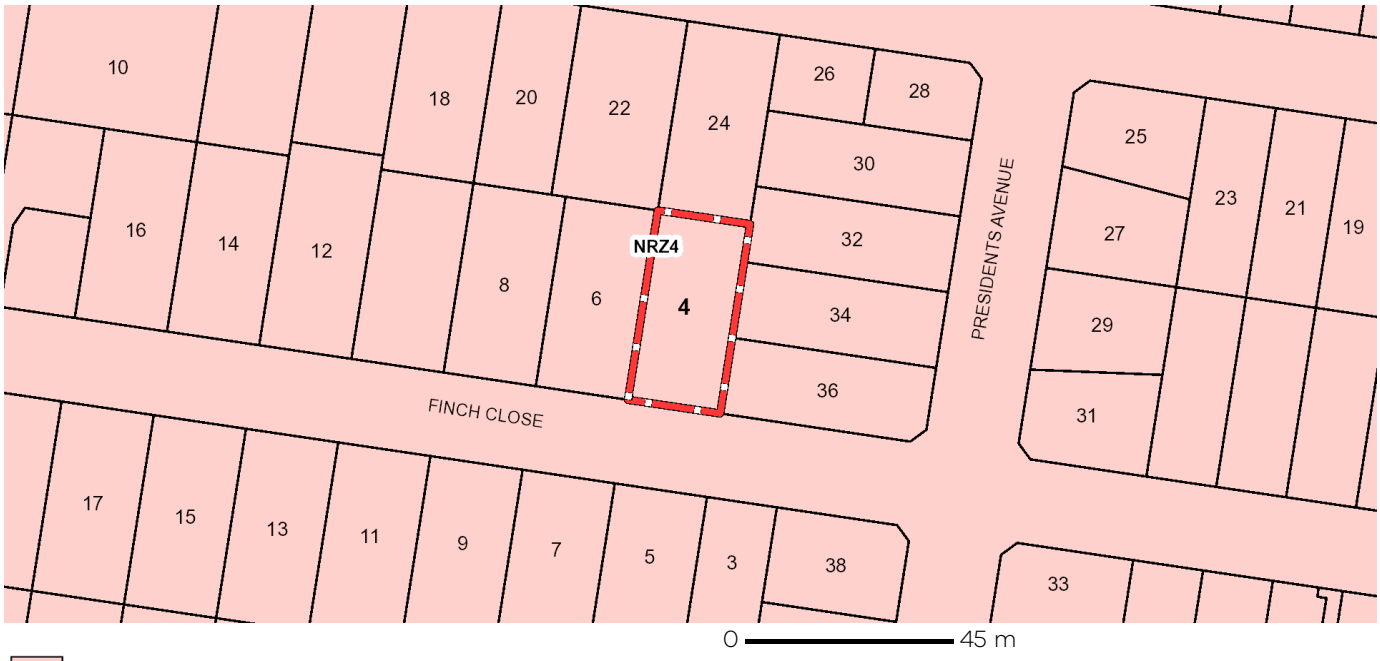
STATE ELECTORATES

Legislative Council:	**WESTERN VICTORIA**
Legislative Assembly:	**BELLARINE**

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 (NRZ4)



NRZ - Neighbourhood Residential

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

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlay

SIGNIFICANT LANDSCAPE OVERLAY (SLO)
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 15 (SLO15)



SLO - Significant Landscape

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

Further Planning Information

Planning scheme data last updated on 20 May 2020.

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

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

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

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

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

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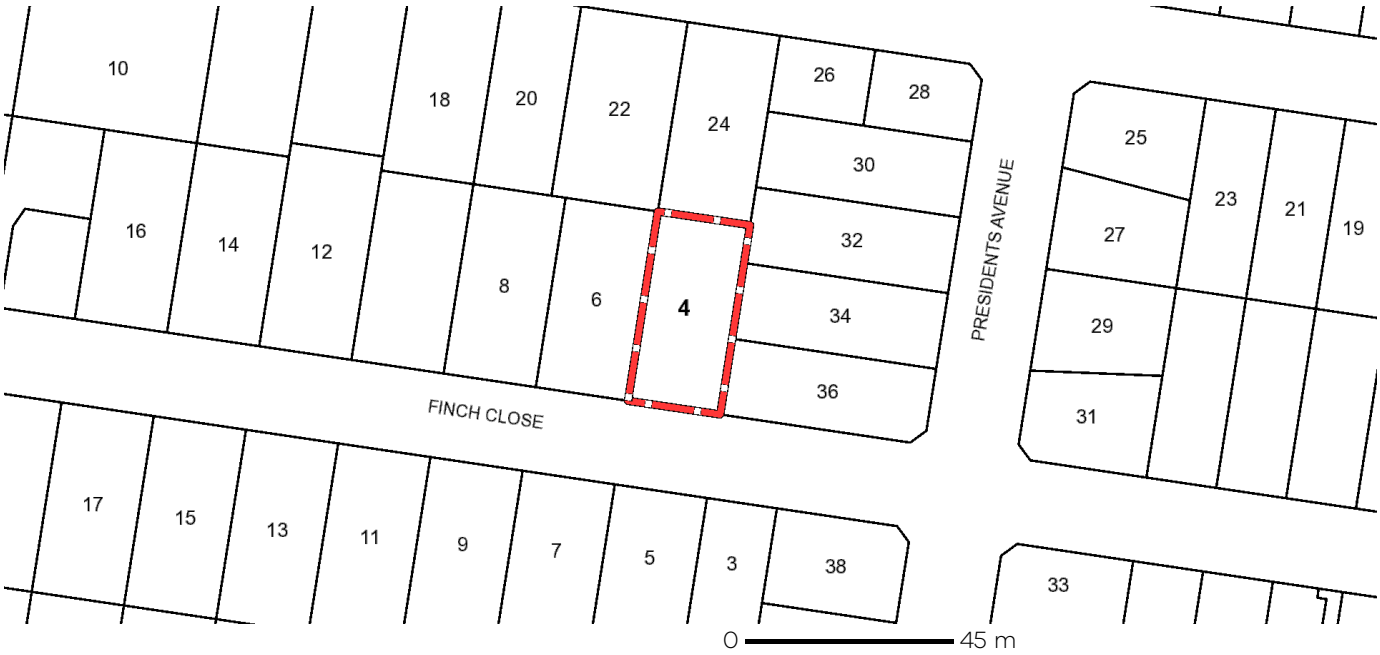
PLANNING PROPERTY REPORT

Environment, Land, Water 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.



Designated Bushfire Prone Areas

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at https://mapshare.maps.vic.gov.au/vicplan or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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

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BarwonWater

BARWON REGION WATER CORPORATION

☎ ENQUIRIES 1300 656007

Information Statement Part A

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

INSTALLATION NUMBER.	*16077674*	***APPLICATION NUMBER:***	*322787*	***DATE:***	*15/05/2020*
PROPERTY ADDRESS:	*4 FINCH CL, OCEAN GROVE, VIC 3226*				
YOUR REFERENCE:	*5130294/Dunlop/meilas*				
OWNER:	*H DUNLOP EST*				
COMMENTS:	***Comments***				

The following service charges are applicable for the abovenamed property for the period 01/04/2020 to 30/06/2020. 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		*141.33*	*0.00*	*141.33*
Water Service Charge		*37.44*	*0.00*	*37.44*
Total Service Charge	*$*	*178.77*	*0.00*	*178.77*

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

Charges Due & Payable

			Value	GST	Price
Water Service Charge			*37.44*	*0.00*	*37.44*
Sewerage Service Charge			*141.33*	*0.00*	*141.33*
Outstanding	*to 12/02/2020*		*2,081.70*	*0.00*	*2,081.70*
TOTAL DUE		***$***	***2,260.47***	***0.00***	***2,260.47***

Important Information

Due date for Billed Service and Volume Charges 11/06/2020

THE WATER METER WAS LAST READ ON 05/05/2020. AN APPLICATION FOR A SPECIAL METER READING CERTIFICATE WILL BE REQUIRED TO ENSURE ALL VOLUME CHARGES CAN BE ADJUSTED AT TIME OF SETTLEMENT. APPLICATION CAN BE MADE AT www.barwonwater.vic.gov.au UNDER "PROPERTY INQUIRY APPLICATIONS". PLEASE ALLOW 5 WORKING DAYS FOR THE APPLICATION TO BE PROCESSED AND A CERTIFICATE PRODUCED.

Before settlement, please call the Customer Service Centre on 1300 656007 to verify total amounts outstanding, as further legal costs may be applicable.

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 14/07/2020. Barwon Water will not be held responsible for***
****** ***information provided verbally. For settlement purposes another certificate should be obtained after***
****** ***14/07/2020 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

State Trustees - Property Services via SAI Global Property
Level 20 535 Bourke Street

BPAY Biller Code: 585224
Ref Code: 5065 5780 1607 7674 6

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Information Statement Part B

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

15-05-2020

State Trustees - Property Services via SAI Global Property
Level 20
535 Bourke Street

Property: 4 FINCH CLOSE OCEAN GROVE 3226

I refer to your application received at this office on 15/05/2020. 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: EC322787
Your Ref: 5130294/Dunlop/meilas
Agent Ref: 62275602:95747372

Yours faithfully.

Manager Customer Centre

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Land Tax Clearance Certificate

Land Tax Act 2005

STATE REVENUE OFFICE VICTORIA

STATE TRUSTEES - PROPERTY SERVICES VIA SAI GLOBAL PROPERTY
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference:	62275602:95747370
Certificate No:	38601646
Issue Date:	20 MAY 2020
Enquiries:	AXW2

Land Address: 4 FINCH CLOSE OCEAN GROVE VIC 3226

Land Id	Lot	Plan	Volume	Folio	Tax Payable
17022382	439	1858	8330	223	$0.00

Vendor: STATE TRUSTEES LTD AS ADMNISTRATOR OF THE ESTATE OF HALLEY HELEN DUNLOP DECEASED

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ESTATE OF HALLEY HELEN DUNLOP	2020	$550,000	$0.00	$0.00	$0.00

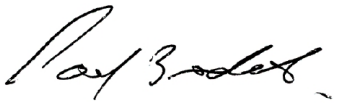
Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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



Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	$660,000
SITE VALUE:	$550,000
AMOUNT PAYABLE:	**$0.00**

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Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 38601646

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.

2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.

3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.

4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.

5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.

6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.

7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
   a. vendor, or
   b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.

8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.

9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.

10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.

11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.

12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).

13. You can request a free update of a Land Tax Clearance Certificate via our website if:
   - there is no change to the parties involved in the transaction, and
   - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $875.00

Taxable Value = $550,000

Calculated as $275 plus ($550,000 - $250,000) multiplied by 0.200 cents.

Land Tax Clearance Certificate - Payment Options

BPAY

Biller Code: 5249
Ref: 38601646

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: 38601646

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax

Land Tax Clearance Certificate updates are available at **sro.vic.gov.au/landtaxcertificate**

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

SAI Global Property
PO BOX 447
SOUTHBANK 3205

Client Reference: 62275602

NO PROPOSALS. As at the 18th May 2020, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

4 FINCH CLOSE, OCEAN GROVE 3226
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: 18th May 2020

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 37600857 - 37600857103403 '62275602'

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EPA Priority Sites Register Extract

EPA VICTORIA

Client: State Trustees - Property Services
Property Services DX 320425
MELBOURNE 3000

Client Ref: 5130294/Dunlop/meilas
Certificate No: 62275602:95747377

Property Inquiry Details:

Street Address: 4 FINCH Close
Suburb: OCEAN GROVE
Map Reference: VicRoads Edition 7, Map No:94, Grid Letter: A, Grid Number: 6

Date of Search: 15/05/2020

Priority Sites Register Report:

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

Important Information about the Priority Sites Register:

You should be aware that the Priority Sites Register lists only those sites for which:
• EPA has requirements for active management of land and groundwater contamination; or
• where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites that are known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for $8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA information bulletin: Priority Sites Register (EPA Publication 735, December 2000). For a copy of this publication, copies of relevant Notices, of for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:
EPA Information Centre
200 Victoria Street, Carlton 3053
Tel: 1300 372 842 Email:foi@epa.vic.gov.au

The information contained in this Extract of the Priority Sites Register may not be used for resale or for the preparation of mailing lists or for direct marketing. Any contravention of this notice will result in immediate revocation of access (including future access) to information contained on the Priority Sites Register.

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The information contained in this document has been sourced from the Environment Protection Authority who provides the Priority Sites Register information based only on the map reference entered when ordering this extract. Please ensure that you have used the correct edition of the directory and have entered the map reference correctly. SAI Global Property Division Pty Ltd does not warrant the accuracy or completeness of information provided by the EPA and therefore expressly disclaim liability arising from the use of this information.

SAI Global Property Division Pty Ltd ACN 089 586 872
Level 20, 535 Bourke Street, Melbourne 3000 T: 1300 730 000 E: epropertysupport@saiglobal.com

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Willis Towers Watson

Telephone: +61 03 8691 9800
Fax: +61 03 8681 9839
Website: www.willistowerswatson.com.au
Email: statetrustees@willis.com

Issue Date: 28 April 2020

To Whom It May Concern

Certificate of Placement – Domestic (Property Damage)

In our capacity as Insurance Broker to State Trustees, we confirm having arranged the following insurance as instructed by State Trustees. We can advise that under the State Trustees Client Insurance Program the property shown below is currently insured as at the date of this confirmation on a monthly declaration basis from its inception date:

Named Insured:	State Trustees Ltd and Halley Helen Dunlop	
Insurer(s):	QBE Insurance (Australia) Ltd	
Policy Number:	AU_STATE TR	
Interest Insured:	All real and personal property of every kind and description not otherwise excluded, belonging to the Named Insured or for which the Named Insured is responsible or has assumed the responsibility to insure.	
Covering:	Insurers will indemnify the Named Insured in respect of Loss, destruction of and/or Damage to the Interest Insured at the Situation caused by a peril not otherwise excluded. Refer to policy PDS for full details of cover.	
Sum Insured:	Building of Dwelling	$ 257,355
	Contents of Dwelling	$ 25,000
Location:	4 Finch Close OCEAN GROVE VIC 3226	
Excess/ Deductible:		$ 500
Unoccupied Properties in connection with Theft and Malicious Damage only		$1,400
Earthquake		$2,000
Inception Date:	23/05/2017 4:00pm	

Signed for and on behalf of
Willis Australia Ltd ("Willis Towers Watson")

Disclaimer:
This document has been prepared at the request of our client and does not represent an insurance policy, guarantee or warranty and cannot be relied upon as such. All coverage described is subject to the terms, conditions and limitations of the insurance policy and is issued as a matter of record only. This document does not alter or extend the coverage provided or assume continuity beyond the Expiry Date. It does not confer any rights under the insurance policy to any party. Willis Towers Watson is under no obligation to inform any party if the insurance policy is cancelled, assigned or changed after the Issue Date.

Willis Australia Limited
ABN 90 000 321 237
AFSL No: 240600
Version 2016 1.0 18 Apr 2016

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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 (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)

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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.