DATED **2026**

Aarne Antero Tiainen care of STATE TRUSTEES LIMITED ACN 064 593 148 (As Administrator of the Affairs of Aarne Antero Tiainen)

To

CONTRACT OF SALE
&
VENDOR'S STATEMENT

PROPERTY: **19 CHAFFEY SQ CORIO VIC 3214**

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

Tel: 96678922
Email: conveyancing@stl.com.au
Ref: Tiainen:7121245

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 19 CHAFFEY SQ CORIO VIC 3214

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 Administrator of the Affairs of **AARNE ANTERO TIAINEN)**

Print name of person signing ……

State nature of authority if applicable - **Attorney under power of attorney / 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: Barnett Real Estate - Jason Barnett

Address: 2a/242 Ryrie Street, Geelong VIC 3220

Email: jason@barnettproperty.com.au

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

VENDOR

Name: **AARNE ANTERO TIAINEN** care of STATE TRUSTEES LIMITED ACN 064 593 148 of 1 McNab Avenue, Footscray VIC 3011

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: **State Trustees Limited**

Address: 1 McNab Avenue, Footscray VIC 3011

GPO Box 2672, Melbourne VIC 3001

Email: conveyancing@stl.com.au

Phone: 96678922 **Ref: Tiainen:7121245**

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 12682	Folio 502	16	PS 114791

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: 19 CHAFFEY SQ CORIO VIC 3214

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.

PAYMENT (general condition 11)

Price	$	
Deposit	$	being 10% of the Price payable on the Day of Sale
Balance	$	payable at settlement

GST (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box: Not applicable

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: Not applicable.

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box: Not applicable.

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: Not applicable.
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.	Not applicable.

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.

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law (Victoria)* and special condition 19 applies if 'EC' is inserted in this box.	**EC**

Additional Special Conditions (If applicable):

Vendor/supplier GST withholding notice

This notice is given pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth). All legislative references in this notice are to Schedule 1 to the TAA53

To: The Purchaser/recipient

[Cross out whichever is not applicable]

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

OR

~~The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) as follows in relation to the supply of the above property:~~
~~Withholding amount: $~~______________
~~The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely:~~ ______________________________
~~Vendor/supplier ABN:~~ ____

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.

2. 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.

3. 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.

4. 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.

5. 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.

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

7. 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.

8. 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.

9. 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.

10. 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]

[Signature] Witness

[Please Print] (Name of Witness)

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

[Signature]

[Signature] Witness

[Please Print] (Name of Witness)

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 an authorised deposit-taking institution as defined in the *Banking Act 1959* (Cth);

"**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**"

(a) includes all materials, pollutants, contaminants and substances (including, without limitation, asbestos) that make or may make the Property:

(i) polluted as defined in the *Environment Protection Act* 1970 (Vic);

(ii) poisonous or noxious;

(iii) poisonous, noxious, offensive, harmful or potentially harmful to human beings, animals, birds or wildlife, plants or vegetation;

(iv) degraded in any way; or

(v) not comply with any Law including any Environmental Law;

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

"**Contract**" means this contract of sale of real estate, and includes the Particulars of Sale, General Conditions, Special Conditions, schedules and annexures (if any) and attachments to this contract;

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

"**Due Date for Settlement**" means the date provided for in the Particulars of Sale for payment of the Balance;

"**ECN Law**" means the Electronic Conveyancing National Law (Victoria);

"**Environmental Law**" means any Law relating to the environment or occupational, health and safety matters or regulating or imposing liability or standards of conduct concerning any substance or material;

"**General Conditions**" means the general conditions included in this Contract;

"**Goods**" means **any** plant, equipment, goods, fixtures and fittings listed in the Particulars of Sale;

"**GST**" means goods and services tax as defined in the GST Law and also includes penalties and interest;

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

"**GST Law**" has the same meaning as defined in the GST Act;

"**GST Withholding Amount**" means the amount the Purchaser is required to withhold and pay to the Commissioner under section 14-250 of Schedule 1 to the TAA in relation to the sale made under this Contract;

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

"**Insolvency Event**" means:

(a) if the Purchaser is a natural person, the Purchaser:

(i) dies or ceases to be of full legal capacity or otherwise becomes incapable of managing the Purchaser's own affairs; or

(ii) becomes insolvent under administration (as the term is defined in the Corporations Act); or

(b) if the Purchaser is a corporation, the Purchaser:

(i) is placed under administration;

(ii) is placed in liquidation or provisional liquidation;

(iii) has a controller (as defined in the Corporations Act) or analogous person appointed to the Purchaser or any of the Purchaser's property;

(iv) enters into an arrangement, composition or compromise with, or assignment for the benefit of, any of the Purchaser's creditors or any class of them;

(v) as a result of section 459F(1) of the Corporations Act, is taken to have failed to comply with a statutory demand; or

(vi) lodges an application for the Purchaser's voluntary deregistration with ASIC or is subject to any actions by ASIC to initiate the deregistration of the Purchaser,

or any analogous event under the laws of any applicable jurisdiction;

"**Interest**" means interest earned on the Deposit less any taxes, duties, fees, costs and charges;

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

"**Law**" means any law, rule, Act, ordinance, regulation, by-law, local law, order, statutory instrument, control, restriction, direction, notice or proclamation and includes the requirements of any municipal or statutory body or any permit, planning scheme or approval affecting the Property;

"**Loss** means any liability, charge, claim, loss, damage, expense or cost including any legal costs on a solicitor/client basis;

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

"**Online Duties Form**" means the digital form introduced and imposed by the SRO for the purpose of assessment of duty on transfers of land;

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

"**Plan**" means Plan of Subdivision No. PS 114791 a copy which is annexed to the Vendor's Statement;

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

"**Property**" means the Land and any Goods;

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

"**Settlement Date**" means the date settlement occurs;

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

"**SRO**" means the Victorian State Revenue Office;

"**TAA**" means the *Taxation Administration Act 1953* (Cth);

"**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;

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

"**Vendor’s Statement**" means the statement given by the Vendor under section 32 of the Sale of Land Act a copy of which is attached to this Contract; and

"**Workspace**" means an electronic workspace generated by the Electronic Lodgement Network (as defined under the ECN Law).

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.

1.3 All monetary amounts are in Australian dollars.

1.4 Any word or expression that is defined in the GST Law has the same meaning in this Contract.

1.5 Words defined or used in Subdivision 14-D of Schedule 1 to the TAA have the same meaning in this Contract unless the context otherwise requires.

1.6 Any reference to the *Estate Agents (Contracts) Regulations 2008* is a reference to those Regulations as in force prior to 11 August 2018.

2. GENERAL CONDITIONS DELETED OR AMENDED

2.1 General Condition 5 is deleted;

2.2 General Condition 6 is deleted and replaced with Special Condition 20;

2.3 General Condition 8 is deleted;

2.4 General Condition 10.1(b)(i) is amended to read as follows: *"provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and"*.

2.5 General Condition 10.3 is deleted and replaced with Special Condition 21;

2.6 General Condition 11.1 is deleted and replaced with Special Condition 27;

2.7 General Condition 11.4(b) is amended by inserting the word "*bank*" before the word "*cheque*" where it appears;

2.8 General Condition 11.5 is amended by inserting the words "*a reputable Australian trading bank (in the Vendor's reasonable opinion) that is*" after the word "*means*";

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

2.10 General Condition 12.4 is added as follows: "*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.*"

2.11 the following clause is added as General Condition 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*.".

2.12 General Condition 14 is deleted if the property sold at auction;

2.13 General Conditions 15.2(b)-15.2(c) are deleted and "Any reference to 'Periodic outgoings' in the General Condition excludes amounts under section 10G of Sale of Land Act 1962."

2.14 General Condition 17 is deleted and replaced with Special Condition 33.

2.15 General Condition 20 is deleted and replaced with Special Condition 31;

2.16 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, if any, 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."*.

2.17 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, if any, with the consent of the vendor (and where relevant, the consent of the purchaser)."*.

2.18 General Conditions 24.4 to 24.6 are deleted.

3. CHRISTMAS and NEW YEAR PUBLIC HOLIDAYS PERIOD & OTHER OFFICE CLOSURE DAYS

Please ensure you do NOT Choose a Settlement Date whilst this and other Conveyancing Practices are CLOSED.

This Special Condition only applies to contracts where the Settlement Date or other Important date is chosen (or arises) in the Office Closure Period (as defined and set out below).

Notwithstanding any other provisions in this Contract: -

3.1 For the purposes of this Contract, “Business Day” means a day that is not a Saturday, a Sunday or a Public Holiday in Melbourne.

3.2 it is agreed and acknowledged by the Vendor and the Purchaser that on any Business Day that falls as a single day between a Public Holiday and a Weekend (for example, “Melbourne Cup Monday”, being the Monday immediately before Melbourne Cup Day), and during the period between Thursday 24/12/2026 and Friday 15/01/2027 (inclusive as to the above range of dates, and hereafter jointly & severally called the “Office Closure Period”), that the great majority of Conveyancing Practices, law firms and Settlement Agents are Closed for Business, Estate Agents are often unable to arrange “Final Inspections” under GC 22 due to their own staff holidays or Vendors being away on Holidays themselves, Banks and most other Lenders are operating on severely restricted “skeleton staff”, there are numerous Public Holidays and Land Registry have for some years in the past closed for some additional days (and are expected to do so again during the Office Closure Period);

3.3 if Settlement of this Contract becomes due, or is already stated in this Contract to be due in the Office Closure Period, then it is agreed nevertheless that Settlement of this Contract shall be due and effected on the next Business Day, or in the case of the Christmas and New Year portion of the Office Closure Period, Settlement of this Contract shall be due and effected on Monday 18th January, 2027, and this Special Condition shall have Priority in this regard over the Particulars of Sale and shall prevail;

3.4 Further, should the Due Date for satisfaction of any Special Conditions, including, but not limited to the Purchasers’ Loan Approval, Building and/or Pest Inspections, Conveyancer’s Review and/or approval of this Contract and/or related Sales Documentation (or any agreed extensions thereto), or the Expiry of a 14 Day Default or Rescission Notice fall due in the Office Closure Period, then it is agreed nevertheless that such date shall be extended to the next Business Day, or in the case of the Christmas and New Year portion of the Office Closure Period, the agreed said Due Date (or Expiry Date, as the case may be) is hereby varied to Monday 18th January, 2027, and this Special Condition shall have Priority in this regard over the Particulars of Sale and over any other said date/s in any other Special Condition or said Notice, and shall prevail;

3.5 The Purchaser and/or their Conveyancers/legal Representative may not issue a Default Notice upon the Vendor or their Conveyancers/legal Representative during the Office Closure Period arising from or in connection with the failure to complete this Contract or any other alleged breach during the Office Closure Period, or for any other reason, and if the Purchaser does do so, the period to remedy the Default stated therein is agreed to be and operate as TWENTY ONE (21) DAYS (notwithstanding any other period stated therein), or in the case of the Christmas and New Year

4. CAPACITY TO SELL

4.1 **PFS**

(a) STATE TRUSTEES LIMITED (ACN 064 593 148) sells as Administrator of the Affairs of AARNE ANTERO TIAINEN pursuant to an Order dated 15 Oct 2025 under the *Guardianship and Administration Act 1986.*

(b) The Vendor provides in the contract a copy of the certificate pursuant to section 19 of the *State Trustees (State Owned Company) Act 1994* in lieu of a certified copy of the Order and Statutory Declarations confirming that the Order is in force.

(c) The Purchaser must ensure that the transfer is prepared using the following execution clause:

SIGNED in the name and on behalf of AARNE ANTERO TIAINEN by State Trustees Limited ACN 064 593 148 the administrator of the affairs of AARNE ANTERO TIAINEN by Order of the Victorian Civil and Administrative Tribunal, Guardianship List dated 15 Oct 2025 by ANGIE FIDEROPOULOS, Team Leader its attorney under 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 in the presence of:))))))))

Witness:…………………………………………………….

5. AUCTION TERMS

5.1 The Property is offered for sale by public auction, subject to the Vendor’s reserve price.

5.2 The rules for the conduct of the public auction are set out in the schedule that the auctioneer makes available for public inspection a reasonable time before the auction starts (being one of the alternative schedules 1, 2, 3 or 4 to the *Sale of Land (Public Auctions) Regulations 2014* (Vic).

6. ACKNOWLEDGEMENT

6.1 The Purchaser acknowledges receipt of a copy of the Vendor's Statement before signing the Contract.

6.2 The Purchaser received a copy of the Contract before paying any money or signing the Contract or any other document in relation to the Purchaser’s purchase of the Property.

6.3 Neither the Vendor nor any person on behalf of the Vendor has made any promise to the Purchaser about obtaining a loan to defray some or all of the Price.

6.4 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.

6.5 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.

6.6 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 6.5.

7. ENTIRE AGREEMENT

7.1 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.

7.2 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).

7.3 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 building and 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.

7.4 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.

8. IDENTITY

(a) The Purchaser admits that the Property as offered for sale and inspected 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 must not call on the Vendor to amend title or to bear or to contribute to the cost of amending title.

9. 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.

10. CONDITION OF PROPERTY

10.1 In this Special Condition 10, a reference to Property includes Goods and Installations.

10.2 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; and

(c) 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.

10.3 The Purchaser must not make any objection or a claim or requisition or delay completion of this Contract or rescind or terminate this Contract because of anything concerning the matters referred to in this Special Condition 10 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.

10.4 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 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

(b) 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

(c) 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.

10.5 The Purchaser acknowledges that the improvements to 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 does 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.

10.6 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.

10.7 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.

10.8 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 (or any standard or requirement replacing or applying in addition to this standard) and indemnifies the Vendor from and against any responsibility for compliance with any such requirement.

11. ENVIRONMENT

11.1 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.

11.2 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).

12. DEFAULT

12.1 This Special Condition operates in addition to the Vendor's rights set out in the General Conditions.

12.2 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.

12.3 If the Purchaser defaults in payment of any money under this Contract then the Purchaser must pay to the Vendor without demand in accordance with General Condition 26, without prejudice to any other rights of the Vendor under this Contract.

12.4 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.

12.5 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 $220.00 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.

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

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

(b) 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;

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

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

13. FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975

13.1 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.

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

14. GST WITHHOLDING [THIS CLAUSE ONLY APPLIES WHERE THERE IS A TAXABLE SUPPLY – IT WILL ONLY APPLY TO NEW RESIDENTIAL PREMISES AND POTENTIAL RESIDENTIAL LAND, OTHERWISE CLAUSE 13 IS NOT APPLICABLE]

14.1 Withholding and notification

(a) The Purchaser must:

(i) withhold the GST Withholding Amount from the Price; and

(ii) make payment of that amount to the Commissioner on or before the Settlement Date.

(b) The Vendor must notify the Purchaser or the Purchaser's nominee (if the Purchaser has nominated its nominee to take a transfer of the Property) of the GST Withholding Amount before settlement.

(c) If settlement:

(i) is conducted electronically in accordance with the ECN Law, the GST Withholding Amount must be included in the settlement statement as a payment to the Commissioner and must be paid on the Settlement Date; or

(ii) is not conducted electronically, the Purchaser must give the Vendor the GST Withholding Amount at settlement, in the form of a Bank cheque payable to the Commissioner.

(d) If the Purchaser is required by section 16-150(2) of Schedule 1 to the TAA to lodge any notices, forms or returns (electronically or otherwise) concerning the GST Withholding Amount with the Commissioner, the Purchaser must:

(i) do so in accordance with the legislation; and

(ii) before the Due Date for Settlement, provide the Vendor with copies of the notices, forms or returns and details of the associated reference numbers.

(e) In addition to Special Condition 14.1(d), the Purchaser must, at least 5 Business Days before Settlement, provide to the Vendor:

(i) evidence of having lodged a notification with the Commissioner in the approved form under section 16-150(2) of Schedule 1 to the TAA;

(ii) the relevant payment reference number; and

(iii) the Purchaser's lodgement reference number.

(f) On Settlement, the Purchaser must give to the Vendor, a copy of the GST property settlement date confirmation form (**Confirmation Form**) together with evidence that it has been lodged and received by the Commissioner. If the Purchaser fails to do so:

(i) the Vendor may elect not to effect Settlement until 2 Business Days after the date on which the Vendor's Legal Practitioner receives the Confirmation Form and evidence that it has been lodged and received by the Commissioner; and

(ii) the Purchaser is taken to have defaulted in payment of the Balance of the Price and must, at Settlement, pay Default Interest under this Contract to the Vendor from the Due Date for Settlement until the Settlement Date.

(g) If, by the Due Date for Settlement, the Purchaser does not comply with Special Condition 14.1(f), the Vendor may, in its absolute discretion, elect to lodge the Confirmation Form on behalf of the Purchaser, in which case the Purchaser is deemed to have:

(i) authorised the Vendor to complete and lodge the Confirmation Form; and

(ii) declared that:

(A) the Purchaser has authorised the Vendor or the Vendor's Legal Practitioner to prepare and lodge the Confirmation Form with the Commissioner;

(B) the information provided by the Purchaser for the preparation of the Confirmation Form is true and correct; and

(C) the Purchaser is aware that Vendor or the Vendor's Legal Practitioner cannot provide tax agent services.

14.2 Multiple Purchasers

If the Property is purchased by more than one party, the parties are deemed to purchase the Property as joint tenants unless:

(a) the Contract states that the parties purchase the Property as tenants in common and the shares of each of the tenants in common is specified in the Particulars of Sale; or

(b) the Purchaser gives a notice to the Vendor in writing, and the notice:

(i) states that the Property is being purchased as tenants in common;

(ii) sets out the shares of each of the tenants in common; and

(iii) is given to the Vendor before or at the time the Transfer is delivered (electronically or otherwise) to the Vendor.

14.3 Purchaser's obligations

The Purchaser must comply with the Purchaser's obligations referred to in this Special Condition 14 and under Schedule 1 of the TAA. If the Purchaser fails to do so, the Purchaser must pay any penalties or interest imposed by the Commissioner.

14.4 Mutual assistance

Each party must, as soon as possible, provide the other party with such information as may be required to enable it to comply with its obligations under this Special Condition 14.

14.5 This clause is only relevant to "potential residential land". "Potential residential land" is vacant land which is permissible to be used for residential purposes and must be a lot on a plan of subdivision. If the property contains buildings or other improvements on it, this special condition is not applicable. **Purchaser buying Land in furtherance of enterprise**

(a) If the Purchaser indicates in the Particulars of Sale that the Purchaser:

(i) is "registered" within the meaning of the GST Act; and

(ii) is acquiring the Property for a "creditable purpose" within the meaning of the GST Act,

then the Purchaser so warrants, and provided these warranties remain correct at settlement, then Special Condition 14.5 does not apply.

(b) The Vendor relies on the Purchaser's warranty contained in Special Condition (a) and consequently, notifies the Purchaser that the Purchaser is not required to withhold the GST Withholding Amount from the Price.

(c) if Special Condition 14.5 applies and the Purchaser nominates another or an additional party (**Nominee**) to take a transfer of the Land, then:

(i) Special Conditions 14.5(a)(i) and 14.5(a)(ii) are deemed to apply to the Nominee unless at the time of the Nominee's nomination, the Nominee notifies the Vendor in writing (**Notification**) that they do not apply; and

(ii) if the Notification is given, then Special Condition 14.1 applies as if all references to "Purchaser" were instead references to the Nominee; and

(iii) the nominee must pay to the vendor's legal representative on the settlement date a nomination fee of $220.00 plus GST to cover the costs of the vendor's legal representative to review and advising the vendor on any nomination application.

(iv) if the Notification is not given:

(A) the Nominee is deemed to have warranted to the Vendor as to the matters set out in Special Conditions 14.5(a)(i) and 14.5(a)(ii);

(B) the Vendor relies on the Nominee's warranties and consequently, notifies the Nominee that the Nominee is not required to withhold the GST Withholding Amount from the Price; and

(C) provided the Nominee's warranties remain correct as at Settlement; Special Condition 14.1 does not apply.

14.6 Indemnity

The Purchaser indemnifies the Vendor, against all Loss that may be incurred by the Vendor arising from or in connection with a breach by the Purchaser of any part of this Special Condition 4.

15. GST REMITTANCE UNDER TAA [IF CLAUSE 14 IS USED CLAUSE 15 IS NOT APPLICABLE]

15.1 This Special Condition is a notice pursuant to section 14-255 of the TAA.

15.2 The Purchaser is not required to:

(a) withhold an amount from the Price; or

(b) make a payment on the Settlement Date,

under section 14-250 of Schedule 1 to the TAA.

16. ONLINE DUTIES FORM

16.1 The Purchaser acknowledges that in order for the duty on the Transfer to be assessed, the SRO requires the information which must be submitted to the SRO for that purpose, to be completed and signed online by both parties, and submitted to the SRO electronically by means of the Online Duties Form.

16.2 To ensure that the Online Duties Form is completed and signed in time for settlement, the Purchaser must or must cause the Purchaser's Legal Practitioner or Conveyancer to:

(a) populate the Online Duties Form with all the information which a purchaser must provide to the SRO ("**Transferee Information**"); and

(b) accept and/or sign the Online Duties Form, in each instance, within 2 Business Days of receiving an online invitation to do so. The Purchaser must or must cause the Purchaser's Legal Practitioner or Conveyancer to promptly notify the Vendor that the Purchaser has completed, and/or accepted and/or signed the Online Duties Form immediately after doing so.

(c) stamp duty must be claimed within the PEXA workspace at least three (3) business days prior to the Settlement date and if the Special Condition 16.2 (c) is not satisfied, the purchaser is liable to pay a fee of $220.00 plus GST.

16.3 If the Purchaser fails to comply with Special Condition 16.2, the Purchaser is in default under this Contract.

16.4 In addition to the Vendor's rights described elsewhere under this Contract, if the Purchaser breaches the Purchaser's obligations under Special Condition 16.2:

(a) the Vendor may extend the Due Date for Settlement by the same number of days in which the Purchaser delays populating, or accepting and/or signing the Online Duties Form; and

(b) the Purchaser is taken to have defaulted in payment of the Balance of the Price and must, at Settlement, pay Default Interest under this Contract to the Vendor from the Due Date for Settlement until the Settlement Date.

16.5 The Purchaser confirms and agrees that upon the Online Duties Form being populated with the Transferee Information, the Purchaser must not amend or allow any of the Transferee Information to be amended without procuring the Vendor's prior written consent to do so.

16.6 The Purchaser acknowledges that the Purchaser is responsible for populating or causing the Online Duties Form to be populated with accurate Transferee Information. The Purchaser indemnifies and keeps the Vendor indemnified against any Loss or Claim that the Vendor suffers, incurs or is liable for as a result of the Purchaser providing any incorrect Transferee Information.

17. DUTY INDEMNITY

17.1 No warranty

The Vendor and the Representatives of the Vendor make no representation or warranty as to the amount of duty payable on the Contract, the Transfer and any related document including any instrument of nomination or assignment.

17.2 No reliance

The Purchaser relied on its own enquiries about the amount of duty payable on the Contract, the Transfer and any related document including any instrument of nomination or assignment to enter into this Contract.

17.3 Indemnity

The Purchaser must indemnify hold harmless and keep indemnified the Vendor against any Losses or Claims that the Vendor, the Representatives of the Vendor or the Vendor's Legal Practitioner pay, suffer, incur or are liable for in relation to any duty payable on the Contract, the Transfer and any related document including any instrument of nomination or assignment.

18. VENDOR WARRANTIES

The warranties made by the Vendor in General Conditions 2.3 and 2.4 end at settlement.

19. ELECTRONIC CONVEYANCING

19.1 This Special Condition has priority over any other provision of this Contract to the extent of any inconsistency.

19.2 The Purchaser acknowledges and agrees that, subject to Special Condition 19.3 below, unless specifically stated in the Particulars that settlement will occur electronically, the settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will not be conducted electronically.

19.3 Notwithstanding clause 19.2, the parties may 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, in which case sub-conditions 19.4 to 19.10 of this General Condition apply.

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

19.5 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.

19.6 The Vendor must open the 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.

19.7 The Vendor must nominate a time of the day for locking the workspace at least 7 days before the due date for settlement. If the Vendor does not nominate a time for locking the workspace, the time of the day for locking the workspace is 3.00pm.

19.8 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.

19.9 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 19.8 has not occurred by 4.00 pm.

(c) 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.

19.10 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.

20. TRANSFER

The Purchaser must prepare the Transfer and deliver the Transfer to the Vendor's Legal Practitioner at least 10 Business Days before the Due Date for Settlement. If the Purchaser fails to do so:

(a) the Vendor may elect not to effect Settlement until 10 Business Days after the date on which the Vendor's Legal Practitioner receives the Transfer; and

(b) the Purchaser is taken to have defaulted in payment of the Balance of the Price and must, at settlement, pay Default Interest under this Contract to the Vendor from the Due Date for Settlement until the Settlement Date.

21. SETTLEMENT

21.1 On the Settlement Date, settlement must be effected prior to 4.00pm at the offices of the Vendor's Legal Practitioner or at such other place as the Vendor or its solicitors may direct.

21.2 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.

21.3 If settlement is effected later than 4.00pm 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 12.3 for the intervening days.

22. AFTER SETTLEMENT

22.1 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. 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's default.

23. TIME OF THE ESSENCE

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

24. GOODS

24.1 Property in the Goods passes to the Purchaser upon payment of the Price.

24.2 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 Goods.

25. NOMINATION

25.1 **Nomination**

The Purchaser must not:

(a) nominate a substitute or additional transferee; or

(b) assign this Contract or any right under it,

except as provided for in this Special Condition.

(c) the nominee must pay to the vendor's legal representative on the settlement date a nominated fee of $220.00 plus GST if vendor agrees for a nomination. As compensation for the vendor's legal representative's additional legal expenses in respect of nomination.

Timing and process

The Purchaser may nominate a substitute or additional transferee if the Purchaser, at the Purchaser's expense:

(c) gives the Vendor notice in writing of the Purchaser's intention at least 10 days before the Due Date for Settlement;

(d) complies with Special Conditions 31 and 25; and

(e) documents and completes the nomination or substitution to the reasonable satisfaction of the Vendor.

25.2 **Disclosure and indemnity**

(a) The original Purchaser and any substitute or additional transferee must fully and truthfully disclose the details of the substitution to the State Revenue Office or other relevant Government Agency.

(b) The original Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract.

(c) The original Purchaser and any substitute or additional transferee must indemnify hold harmless and keep indemnified the Vendor against any Loss or Claim that the Vendor, the Representatives of the Vendor or the Vendor's Legal Practitioner pay, suffer, incur or are liable for as a result of any breach of this Special Condition.

25.3 **GST agreement**

If the Vendor and Purchaser have agreed that for GST purposes, the supply under this Contract is one to which the margin scheme applies, the substitute or additional transferee is deemed to agree that the supply will be one to which the margin scheme applies.

25.4 **Continuation of acts**

The acts and omissions of the Vendor and the original Purchaser continue to bind the Vendor and the substitute or additional transferee respectively. The Vendor must treat the Deposit paid by the original Purchaser as Deposit money paid by the substitute or additional transferee.

26. 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.

27. DEPOSIT

27.1 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 Interest. The Deposit plus Interest shall be paid to the Purchaser from the trust account or, if the deposit and interest has been released, by the Vendor.

27.2 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*.

27.3 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.

27.4 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.

28. SERVICES

28.1 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.

29. 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.

30. FRACTIONAL INTERESTS

30.1 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.

30.2 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**").

30.3 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.

31. 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).

32. INSOLVENCY AND INCAPACITY

32.1 If an Insolvency Event occurs in respect of the Purchaser or a Related Body Corporate of the Purchaser, without limiting any other rights or remedies the Vendor may have against the Purchaser, the Vendor may rescind this Contract and retain the Deposit and any Interest.

32.2 For the purposes of this Special Condition 32, "Purchaser" includes any of the persons that comprise the Purchaser.

33. NOTICES

33.1 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, by facsimile or by email to the address of the addressee specified in this Contract or if the addressee has notified another address to that new address.

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

33.3 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; and

(c) in the case of an email, at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000.*

33.4 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 prepaid 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.

33.5 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.

33.6 This Special Condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

34. 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).

35. DELIVERY OF STATEMENT OF ADJUSTMENTS

35.1 No later than five (5) Business Days before the Due Date for Settlement, the Purchaser’s legal practitioner must deliver to the Vendor’s lawyer the Statement of Adjustments and the Supporting Certificates.

35.2 The Vendor is not required to effect Settlement until 5 Business Days after the Statement of Adjustments and Supporting Certificates are given to the Vendor’s lawyer in accordance with 35.1.

35.3 If the vendor’s legal practitioner do not receive the Statement of Adjustments, along with all ancillary searches in accordance with 35.1, the purchaser is liable to pay an additional legal fees of $220.00 plus GST at settlement for urgent review of adjustments.

35.4 Delivery of Statement of Adjustments must be by email only. Uploading of Statement of Adjustments on to PEXA workspace is not acceptable and is not be considered as a delivery method.

35.5 The purchaser must provide by email all supporting certificates required to calculate Statement of Adjustments.

35.6 In addition to the Vendor’s rights described elsewhere under this Contract, if the Purchaser breaches the Purchaser’s obligations under Special Condition 16.2:

(a) the Vendor may extend the Due Date for Settlement by the same number of days in which the Purchaser delays providing all supporting certificates; and

(b) the Purchaser is taken to have defaulted in payment of the Balance of the Price and must, at Settlement, pay Default Interest under this Contract to the Vendor from the Due Date for Settlement until the Settlement Date.

36. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

36.1 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 TAA (**Amount**) because:

(a) One or more of the Vendors is a foreign resident; and

(b) The transaction contemplated under this Contract is not excluded under section 14-215 of Schedule 1 to the TAA.

36.2 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 TAA. The specified period in the clearance certificate must include the actual date of settlement.

36.3 The Amount is to be deducted from the Vendor's entitlement to the Price. The Vendor must pay to the Purchaser at settlement such part of the Amount as is represented by non-monetary consideration.

36.4 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.

36.5 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.

36.6 The representative is taken to have complied with the obligations in Special Condition 36.6 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.

36.7 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the TAA must be given to the Purchaser at least 5 business days before the due date for settlement.

36.8 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 TAA. 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.

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

37. CLADDING RECTIFICATION (Only applicable if there is a cladding issue)

37.1 **Cladding rectification agreement**

A cladding rectification agreement ("**CRA**") under part 8B of the *Local Government Act 1989* (Vic), affects the Property. Details of the CRA are contained in the Vendor's Statement.

37.2 **Apportionment**

The Vendor must pay the cladding rectification charge due as a result of the CRA in respect of the period up to and including the Settlement Date.

(a) The Purchaser must pay the cladding rectification charge due as a result of the CRA in respect of the period after the Settlement Date.

(b) Any amounts payable under the CRA must be adjusted under General Condition 15.

37.3 **Indemnity**

The Purchaser indemnifies and must hold harmless and keep indemnified the Vendor against any Loss or Claim that the Vendor suffers, incurs or is liable for as a result of any breach of Special Condition 37 by the Purchaser.

38. 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.

39. Purchaser's Loan

38.1 Subject to loan

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.

39.2 **Termination rights**

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

(i) electing to end this contract under this special condition 38; and

(ii) giving written evidence from the lender stating the loan application has been declined or refused; the loan decline letter must be from the lender. Such decline letter is not acceptable if it is from a broker or loan originator or the like.

(iii) the decline letter must have all borrowers noted.

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

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

40. GENERAL

40.1 **Risk**

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

40.2 **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.

40.3 **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.

40.4 **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.

40.5 **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.

40.6 **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.

40.7 **Non-Merger**

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

40.8 **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.

40.9 **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.

40.10 **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.

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.

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

(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.

VENDOR'S STATEMENT PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

PROPERTY: 19 CHAFFEY SQ CORIO VIC 3214

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.

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.

8. NON-CONNECTED SERVICES

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

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) 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 12682 Folio 502

(c) Plan of Subdivision 114791

(d) Planning Certificate

(e) Land Information Certificate

(f) Building Certificate

(g) Bushfire Prone Area Report

(h) Water Certificate

(i) Land Tax Certificate

(j) Vic Roads Certificate

(k) EPA Certificate

(l) Certificate of Currency of Insurance

(m) 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.

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

19 August 2026

Date of this Statement: ..../............/...... ...

DocuSigned by:

Nilda McCulloch

B2DB671BEDB2438...

Signature of the Vendor: ....

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: ....

CERTIFICATE OF AUTHORITY

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

This is to certify that:

1. An order under the Guardianship and Administration Act 2019 appointed State Trustees Limited A.C.N. 064 593 148 administrator of the affairs of Aarne Antero Tiainen

2. State Trustees Limited was so appointed on the 15 October 2025 and the order remains in force.

Signed by State Trustees Limited by Nilda McCulloch its attorney pursuant to a Power Of Attorney dated 17 December 2013.

……………………………………. **Date: 10 August 2026**

Nilda McCulloch
Acting 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

Register Search Statement - Volume 12682 Folio 502

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

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

VOLUME 12682 FOLIO 502

Security no : 124137417537Q
Produced 10/08/2026 12:33 PM

LAND DESCRIPTION

Lot 16 on Plan of Subdivision 114791.
PARENT TITLE Volume 09152 Folio 654
Created by instrument BA624404P 10/07/2026

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
AARNE ANTERO TIAINEN of 1 MCNAB AVENUE FOOTSCRAY VIC 3011
S635801J 16/08/1993

ENCUMBRANCES, CAVEATS AND NOTICES

REGISTRAR'S CAVEAT AZ974416T 23/12/2025

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 LP114791 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
BA624404P (E)	APPLICATION LOST TITLE	Registered	10/07/2026
BA637069D (E)	TRANSFER CONTROL OF ECT	Completed	14/07/2026

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

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

Street Address: 19 CHAFFEY SQUARE CORIO VIC 3214

ADMINISTRATIVE NOTICES

NIL

eCT Control 18721K STATE TRUSTEES
Effective from 14/07/2026

DOCUMENT END

AZ974416T

REGISTRAR'S CAVEAT
Section 106(a) Transfer of Land Act 1958

REGISTRAR OF TITLES VICTORIA

On behalf of the named person and for the purpose stated, the Registrar of Titles (Registrar) forbids registration of any dealing with any part of the land, other than a dealing which the Registrar is satisfied is compatible with the purpose for which the Caveat was recorded.

LAND

Volume 9152 Folio 654

ON WHOSE BEHALF IS CAVEAT RECORDED

AARNE ANTERO TIAINEN

PURPOSE(S) FOR RECORDING CAVEAT

The above-named person is a represented person within the meaning of the Guardianship and Administration Act 2019.

REMOVAL OF CAVEAT

This Caveat will be removed only when the Registrar is satisfied that it is no longer required for the purpose for which it was recorded.

DATED 23/12/2025

April Casey

....
Assistant Registrar of Titles

LP114791

EDITION 3

PARISH/TWSHP/CHART 46

PLAN OF SUBDIVISION OF
PART OF CROWN ALLOTMENTS 138 & 139
PARISH OF MOORPANYAL
COUNTY OF GRANT

LENGTHS ARE IN METRES

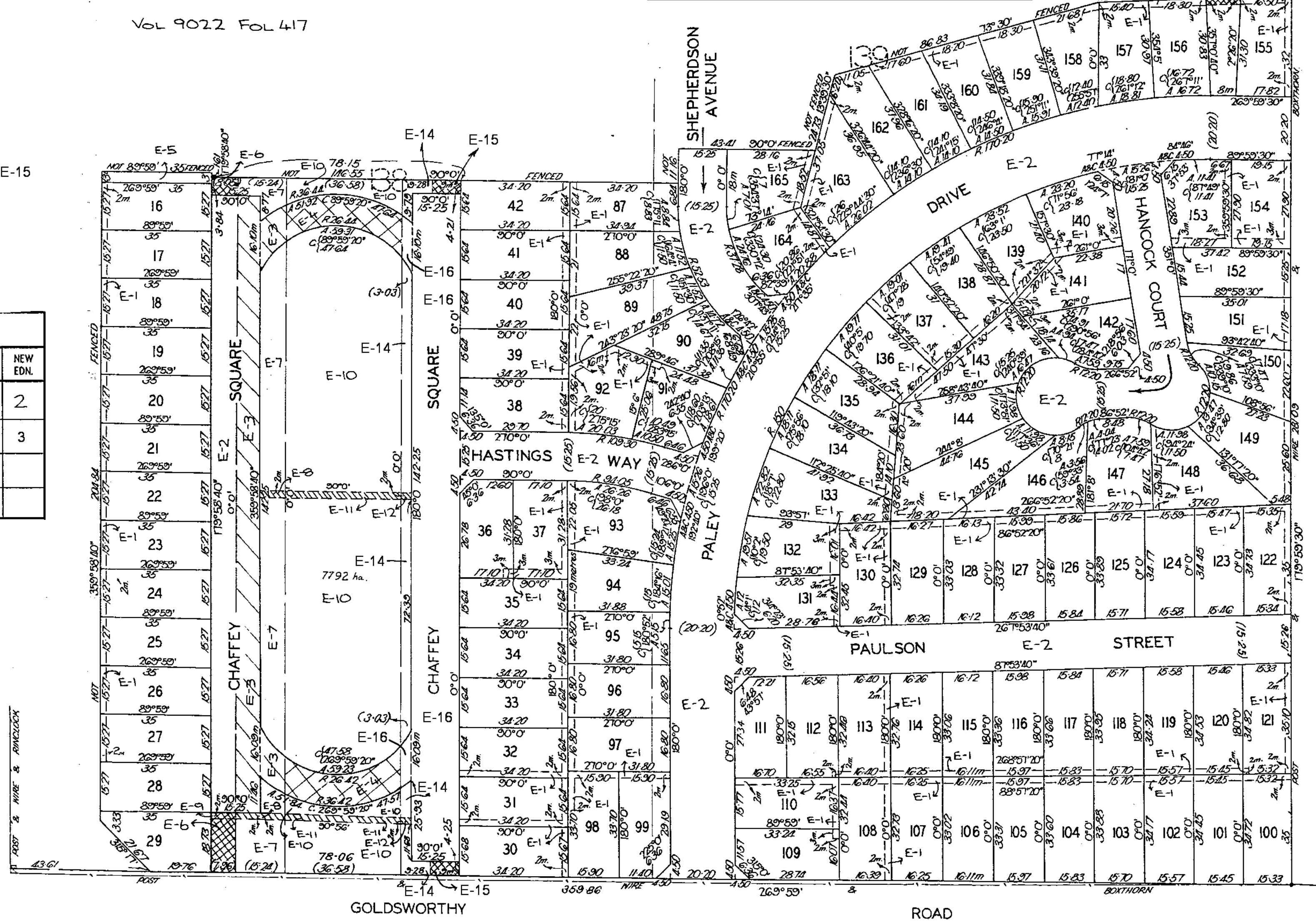
APPROPRIATIONS	NOTATIONS	ENCUMBRANCES
BROWN, BROWN HATCHED, BROWN CROSS-HATCHED: WAY, DRAINAGE AND SEWERAGE. BLUE, GREEN HATCHED, YELLOW HATCHED, PURPLE HATCHED & PURPLE CROSS HATCHED:- DRAINAGE & SEWERAGE. GREEN CROSS HATCHED & PURPLE CROSS HATCHED:- ELECTRICITY SUPPLY.	LOTS 1-15, 43-86 ALL INCLUSIVE HAVE BEEN OMITTED FROM THIS PLAN GREEN & GREEN HATCHED, YELLOW & YELLOW HATCHED, PURPLE & PURPLE HATCHED & PURPLE CROSS HATCHED AND GREEN CROSS HATCHED:- RESERVE FOR MUNICIPAL PURPOSES BLUE CROSS HATCHED:- IMPLIED DRAINAGE & SEWERAGE. VIDE L.P. 114459	YELLOW & YELLOW HATCHED AND BROWN CROSS HATCHED: EASEMENT IN FAVOUR OF S.E.C. OF VICTORIA. VIDE BOOK 645 No. 631. PURPLE & PURPLE HATCHED AND BROWN HATCHED: EASEMENT IN FAVOUR OF S.E.C. OF VICTORIA. VIDE BOOK 678 No. 344 E-12, E-14, E-15 & E-16 THE EASEMENT TO S.E.C. CREATED BY G660492

VOL 9022 FOL 417

APPROVED 6/5/76

COLOUR CONVERSION
BLUE = E-1
BROWN = E-2 & E-16
BROWN HATCHED = E-3
BROWN CROSS HATCHED = E-4
GREEN = E-5 & E-14
GREEN CROSS HATCHED = E-6 & E-15
PURPLE = E-7
PURPLE HATCHED = E-8
PURPLE CROSS HATCHED = E-9
YELLOW = E-10
YELLOW HATCHED = E-11
GREEN HATCHED = E-12
BLUE CROSS HATCHED = E-13

LIST OF MODIFICATIONS				
LAND	MODIFICATION	DEALING No:	A.R.T.	NEW EDN.
LOTS 28 & 29	REMOVAL OF EASEMENT	H920198 Sec 106		2
ROAD & RESERVE	CREATION OF EASEMENT	G660492	MLB	3



WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

Planning Certificate

PROPERTY DETAILS

Property Address: 19 CHAFFEY SQUARE CORIO VIC 3214
Title Particulars: Vol 12682 Fol 502
Vendor: AARNE ANTERO TIAINEN
Purchaser: N/A

Certificate No: 91374720:133657895
Date: 10 August 2026
Matter Ref: 7121245/Tiainen/chandj
Client: State Trustees

MUNICIPALITY

GREATER GEELONG

PLANNING SCHEME

GREATER GEELONG PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

GREATER GEELONG CITY COUNCIL / REFER TO RESPONSIBLE AUTHORITY INFORMATION PAGE

ZONES

GENERAL RESIDENTIAL ZONE - SCHEDULE 1

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

ABUTS A TRANSPORT ZONE 3 (MATTHEWS ROAD)

APPLICABLE OVERLAYS

NOT APPLICABLE

PROPOSED PLANNING SCHEME AMENDMENTS

GREATER GEELONG C484ggee Replaces the current incorporated document titled, City of Greater Geelong Heritage and Design Guidelines (Helen Lardner Conservation and Design, 1997) with a new one titled, Greater Geelong Heritage Design Guidelines (City of Greater Geelong, July 2026) and makes consequential changes to Clause 15.03-1L.
- C484ggee Explanatory Report Exhibition Gazetted.docx

GREATER GEELONG C473ggee Implements the recommendations of the Charlemont, Marshall and Waurn Ponds Heritage Study Attachments 1 and 2 (City of Greater Geelong, August 2024), Outer Areas Heritage Assessment Study Attachments 1 and 2 (City of Greater Geelong, September 2025) and Outer Areas Heritage Assessment Study Attachments 1 and 2 (City of Greater Geelong, March 2026) by applying the Heritage Overlay to 42 individual places and correcting an existing heritage overlay. The amendment makes consequential changes to the planning scheme including mapping changes, introducing 43 new statements of significance as Incorporated Documents, and including the heritage reviews as Background Documents in the planning scheme.
- C473ggee Explanatory Report Exhibition Gazetted.docx

ADDITIONAL INFORMATION

THE SUBJECT PROPERTY IS OUTSIDE THE URBAN GROWTH BOUNDARY

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

GREATER GEELONG PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

The Minister for Planning is the responsible authority for matters under Divisions 1, 1A, 2 and 3 of Part 4 of the Planning and Environment Act 1987 and matters required by a permit or the planning scheme to be endorsed, approved or done to the satisfaction of the responsible authority, for land within the Minister for Planning Responsible Authority Area identified in Map 1 in this schedule in relation to development of land as part of a single project or multiple related projects, if it involves:

- The construction of a new building or buildings containing a total gross floor area exceeding 5,000 square metres.
- The construction of a building or the construction or carrying out of works (including extensions, alterations or additions to an existing building or buildings) that create an additional gross floor area exceeding 5,000 square metres.
- The construction of a new building or buildings containing five or more storeys, excluding a basement.
- The construction of a building or the construction or carrying out of works (including extensions, alterations or additions to an existing building or buildings) that create additional storeys to or above an existing building containing five or more storeys or would result in a building of five or more storeys upon completion, excluding a basement.
- The construction of a building or the construction or carrying out of works for 50 or more dwellings.
- Any provision of this planning scheme which requires a permit to be obtained for a matter, if that matter forms part of an application that includes development within the meaning of one or more of sub-paragraphs above.

This does not apply to:

- The use or development of land that is undertaken in accordance with a building permit that was issued under the Building Act 1993 before the commencement of Amendment C419ggee to this planning scheme.
- The use or development of land that is undertaken in accordance with a planning permit that was issued before the commencement of Amendment C419ggee to this planning scheme. In such instances, the responsible authority which issued the planning permit will remain the responsible authority in relation to the use and development of the land pursuant to that permit.
- An application made before the commencement of Amendment C419ggee to this planning scheme. For applications made before the commencement of Amendment C419ggee to this planning scheme, the requirements of this schedule as they were in force immediately before the commencement of Amendment C419ggee, continue to apply.

PLANNING ZONES MAP

ZONING

- GRZ1 - GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- PPRZ - PUBLIC PARK AND RECREATION ZONE
- TRZ3 - TRANSPORT ZONE 3 - SIGNIFICANT MUNICIPAL ROAD

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

CITY OF GREATER GEELONG
WADAWURRUNG COUNTRY
PO Box 104, Geelong VIC 3220
P: 03 5272 5272
E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au

2026-2027 LAND INFORMATION CERTIFICATE

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **12-Aug-2026**
Certificate No: **250717**

Applicants Ref:
91374720:133657897:232736

Assessment Number: **77419**

Property Address:	**19 Chaffey Square, CORIO VIC 3214**
Property Description:	**Lot 16 LP 114791**
AVPCC / Land Use:	**110 - Detached Dwelling**

Applicant:

Dye & Durham Pty Ltd (New Account)
PO BOX A2151
SYDNEY SOUTH NSW 1235

Operative Valuation Date:	**01-Jul-2026**
Level of Valuation Date:	**01-Jan-2026**
Capital Improved Value:	**480,000**
Site Value:	**350,000**
Net Annual Value:	**24,000**

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, Local Government Act 2020 or under a local law or By-Law of the Council.

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

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

- The **current rating year** is for the period **01/07/2026** to **30/06/2027**. Lump sum payment – due by **15/02/2027** or by instalment **30/09/2026**, **30/11/2026**, **28/02/2027** and **31/05/2027**. 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 is not involved in the settlement process. On request any overpayment of rates at settlement will 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. **10-Nov-2026)** and within the current financial year.

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

Notice can be emailed to: ***transfers@geelongcity.vic.gov.au***

2026-2027 LAND INFORMATION CERTIFICATE (cont.)

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **12-Aug-2026**

eService

Certificate No: **250717**

Property Address: **19 Chaffey Square, CORIO VIC 3214**

Assessment Number: **77419.0**

	Rate, Charges & Other Monies	Amount $
Arrears:	Balance Brought Forward	**0.00**
	Legal Fees Arrears	0.00
Current:	General Rates	1,020.05
	State Government Levies	222.00
	Waste Management	544.20
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	-322.70
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
Other:	**Special Charges *(subject to Final Costs)***	**0.00**
	Sundry Charges	**0.00**
Payment:	Amount Received	0.00
	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: 1,463.55

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 and 2020, Local Laws or any other legislation.

Authorised Officer

B PAY **Biller Code: 17475**
Reference: 100000774190
Payment via internet or phone banking, from your cheque or savings account.

CITY OF GREATER GEELONG
WADAWURRUNG COUNTRY
PO Box 104, Geelong VIC 3220
P: 03 5272 5272
E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au

CITY OF GREATER GEELONG

Dye & Durham Pty Ltd (New Account)
PO BOX A2151
SYDNEY SOUTH NSW 1235

Date of Issue: 10 August 2026
Certificate Number: 16523
Customer Reference:
91374720:133657900:232738

BUILDING INFORMATION CERTIFICATE

This certificate is issued pursuant to regulation 51(1) of the *Building Regulations 2018* and contains information relevant to building permits, certificates, orders and/or notices issued **within the preceding 10 years**, as of **10 August 2026**.

PROPERTY INFORMATION

Property Address 19 Chaffey Square, CORIO VIC 3214

Title Information Lot 16 LP 114791 **Volume / Folio** IT

DETAILS OF PERMITS AND CERTIFICATES

Contains information relating to any Building Permits, Certificates of Final and/or Certificates of Occupancy, pursuant to Building Regulation 2018.

Permit Description N/A

Issue Date N/A **Permit Number** N/A

Council Reference Number N/A

Certificate of Final/Occupancy Issue Date N/A

DETAILS OF CURRENT STATEMENTS

Contains information relating to any statements issued under Regulation 64 (Combined Allotments) and/or Regulation 231 (Subdivision of Existing Buildings), pursuant to Building Regulation 2018.

Combined Allotment Issue Date N/A **Subdivision of Existing Buildings Date** N/A

DETAILS OF CURRENT NOTICE OR ORDERS

Contains information relating to any Notice(s) and Order(s) issued by the Relevant Building Surveyor under the Building Act 1993.

Notice/Order Type N/A

Description N/A

Council Reference Number N/A **Issue Date** N/A

DETAILS OF POOL AND/OR SPA REGISTRATION

Contains information relating to any records recorded within Council's Pool and Spa Register under the Building Act 1993 and Building Regulations 2018.

Pool/Spa Type N/A

Current Status N/A

Compliance Due Date N/A

Council Reference Number N/A

PLEASE NOTE

- Information provided within this certificate is current only on the date of issue, as the details included are subject to change.
- This exclusion of any permits dated more than 10 years prior to the issuance of this certificate may not be included due to limitations in record accessibility and/or documentation not being received by Council.
- The inclusion and/or exclusion of permits or certificates does not indicate whether all building and construction works are compliant with the relevant legislative approvals.

BUILDING SERVICES
137-149 MERCER STREET,
GEELONG VIC 3220

CITY OF GREATER GEELONG
WADAWURRUNG COUNTRY
PO Box 104, Geelong VIC 3220
P: 03 5272 5272
E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au

CITY OF GREATER GEELONG

Dye & Durham Pty Ltd (New Account)
PO BOX A2151
SYDNEY SOUTH NSW 1235

Date of Issue: 10 August 2026
Certificate Number: 16499
Customer Reference:
91374720:133657901:232737

BUILDING INFORMATION CERTIFICATE

This certificate is issued pursuant to regulation 51(2) of the *Building Regulations 2018* and contains information relevant to buildings and/or land identified as designated special areas, current as of **10 August 2026**.

PROPERTY INFORMATION

Property Address	19 Chaffey Square, CORIO VIC 3214		
Title Information	Lot 16 LP 114791	**Volume / Folio**	IT

DESIGNATED SPECIAL AREA INFORMATION

Regulation 51.2(a)	Land Liable to Flooding	NO
Regulation 51.2(b)	Subject to Termite Attack	NO
Regulation 51.2(c)	Land with Specified Bushfire Attack Level	NO
Regulation 51.2(d)	Land Liable to Significant Snowfall	NO
Regulation 51.2(e)	Designated Land	NO
Regulation 51.2(f)	Designated Works	NO

ADDITIONAL INFORMATION

Community Infrastructure Levy	NO

IMPORTANT NOTE

- Information provided within this certificate is current only on the date of issue, as the details included are subject to change.
- Please refer to the Greater Geelong Planning Scheme for further details and information relating to any Zones and Overlay(s) that may be applicable to the abovementioned property.
- Parcels of land within the City of Greater Geelong municipality identified as termite prone are nominated due to heightened likelihood and/or risk of termite presence. This does not guarantee that land parcels outside this nominated area of heightened likelihood do not have termites present. For a conclusive determination, an independent site survey is recommended for confirmation of termite presence.

BUILDING SERVICES
137-149 MERCER STREET
GEELONG VIC 3220

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 10 August 2026 12:32 PM

PROPERTY DETAILS

Address:	**19 CHAFFEY SQUARE CORIO 3214**	
Lot and Plan Number:	**Lot 16 LP114791**	
Standard Parcel Identifier (SPI):	**16\LP114791**	
Local Government Area (Council):	**GREATER GEELONG**	www.geelongaustralia.com.au
Council Property Number:	**286265**	
Planning Scheme:	**Greater Geelong**	Planning Scheme - Greater Geelong
Directory Reference:	**Melway 431 G8**	

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**WESTERN VICTORIA**
Legislative Assembly:	**LARA**

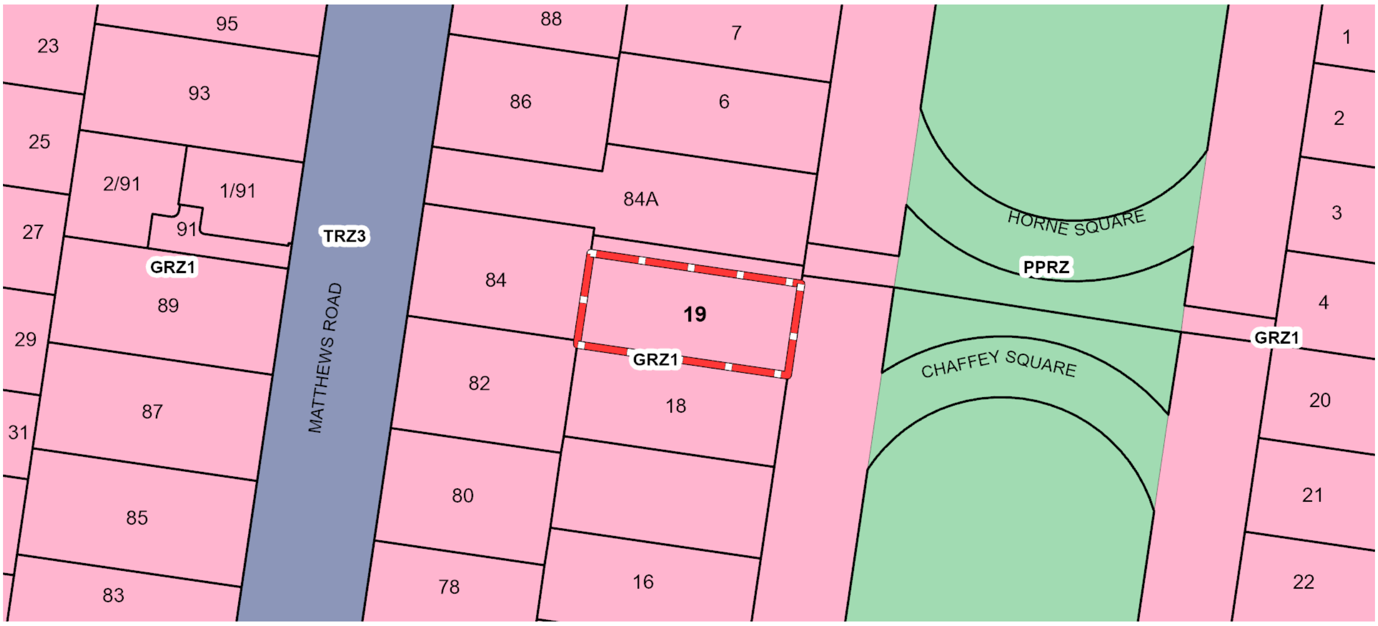
OTHER

Registered Aboriginal Party:	**Wadawurrung Traditional Owners Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria & Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential | PPRZ - Public Park and Recreation | TRZ3 - Significant Municipal Road

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

Planning Overlays

No planning overlay found

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 6 August 2026.

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

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

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

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

PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

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

Property Clearance Certificate
Land Tax

STATE REVENUE OFFICE VICTORIA

STATE TRUSTEES - PROPERTY SERVICES VIA DYE &
DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference:	91374720:133657898
Certificate No:	10864344
Issue Date:	10 AUG 2026
Enquiries:	ESYSPROD

Land Address: 19 CHAFFEY SQUARE CORIO VIC 3214

Land Id	Lot	Plan	Volume	Folio	Tax Payable
24100858	16	114791	12682	502	$0.00

Vendor: AARNE TIAINEN

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR AARNE ANTERO TIAINEN	2026	$320,000	$0.00	$0.00	$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$400,000
SITE VALUE (SV):	$320,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 10864344

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $1,410.00

Taxable Value = $320,000

Calculated as $1,350 plus ($320,000 - $300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $4,000.00

Taxable Value = $400,000

Calculated as $400,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 10864344

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: 10864344

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Commercial and Industrial Property Tax

STATE TRUSTEES - PROPERTY SERVICES VIA DYE & DURHAM PROPERTY

LEVEL 20, 535 BOURKE STREET

MELBOURNE VIC 3000

Your Reference:	91374720:133657898
Certificate No:	10864344
Issue Date:	10 AUG 2026
Enquires:	ESYSPROD

Land Address: 19 CHAFFEY SQUARE CORIO VIC 3214

Land Id	Lot	Plan	Volume	Folio	Tax Payable
24100858	16	114791	12682	502	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$400,000
SITE VALUE:	$320,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10864344

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

STATE REVENUE OFFICE VICTORIA

STATE TRUSTEES - PROPERTY SERVICES VIA DYE & DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference:	91374720:133657898
Certificate No:	10864344
Issue Date:	10 AUG 2026

Land Address: 19 CHAFFEY SQUARE CORIO VIC 3214

Lot	Plan	Volume	Folio
16	114791	12682	502

Vendor: AARNE TIAINEN

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 10864344

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 10864346

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: 10864346

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

Barwon Water

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.	*13056612*	***APPLICATION NUMBER:***	*533791*	***DATE:***	*10/08/2026*
PROPERTY ADDRESS:	*19 CHAFFEY SQ, CORIO, VIC 3214*				
YOUR REFERENCE:	*7121245/Tiainen/chandj*				
OWNER:	*AA TIAINEN*				
COMMENTS:	***Comments***				

The following service charges are applicable for the abovenamed property for the period 01/07/2026 to 30/09/2026. 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		*164.67*	*0.00*	*164.67*
Water Service Charge		*40.13*	*0.00*	*40.13*
Total Service Charge	*$*	*204.80*	*0.00*	*204.80*

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

Charges Due & Payable

		Value	GST	Price
TOTAL DUE	***$***	***NIL***	***NIL***	***NIL***

Important Information

The water meter for this property was last read on 17/07/2026. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via Property enquiry application or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

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

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

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

**** PLEASE NOTE:*** ***Verbal confirmation will not be given after 09/10/2026. Barwon Water will not be held responsible for***
******* ***information provided verbally. For settlement purposes another certificate should be obtained after***
******* ***09/10/2026 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 Dye & Durham Property Pty Ltd
PO Box 1884 MELBOURNE VIC 3001

BPAY Biller Code: 585224
Ref Code: 4472 3424 1305 6612 4

Information Statement Part B

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

10-08-2026

State Trustees - Property Services via Dye & Durham Property Pty Ltd
PO Box 1884
MELBOURNE VIC 3001

Property: 19 CHAFFEY SQUARE CORIO 3214

I refer to your application received at this office on 10/08/2026. I wish to advise encumbrances which may not be shown on Certificate of Title presently exist in respect of the above property, and are set out below.

Encumbrances: A sewer main vested in Barwon Water is laid as per attached copy of plan.

The plan shows the location of sewers vested in Barwon Water. This information has been obtained from plans kept by Barwon Water for its own purposes. The plans may show the position of such underground water and sewerage services and other structures and equipment relative to fences, buildings, levels, and the like as these existed at the time such plant was installed. The plans have not necessarily been amended to take account of any subsequent change in any matter. Barwon Water does not warrant or hold out that the plans show more than the presence or absence of the services and will accept no liability arising from use of the information shown on the plans.

No Notices served in respect of the property at present remain outstanding, relative to the connection of water supply and/or sewerage services.

It should be noted the erection of any building, wall, bridge, fence, or other structure over, under, or within one metre laterally of any sewer vested in Barwon Water is prohibited by the Water Act 1989, unless the written consent of Barwon Water is first obtained.

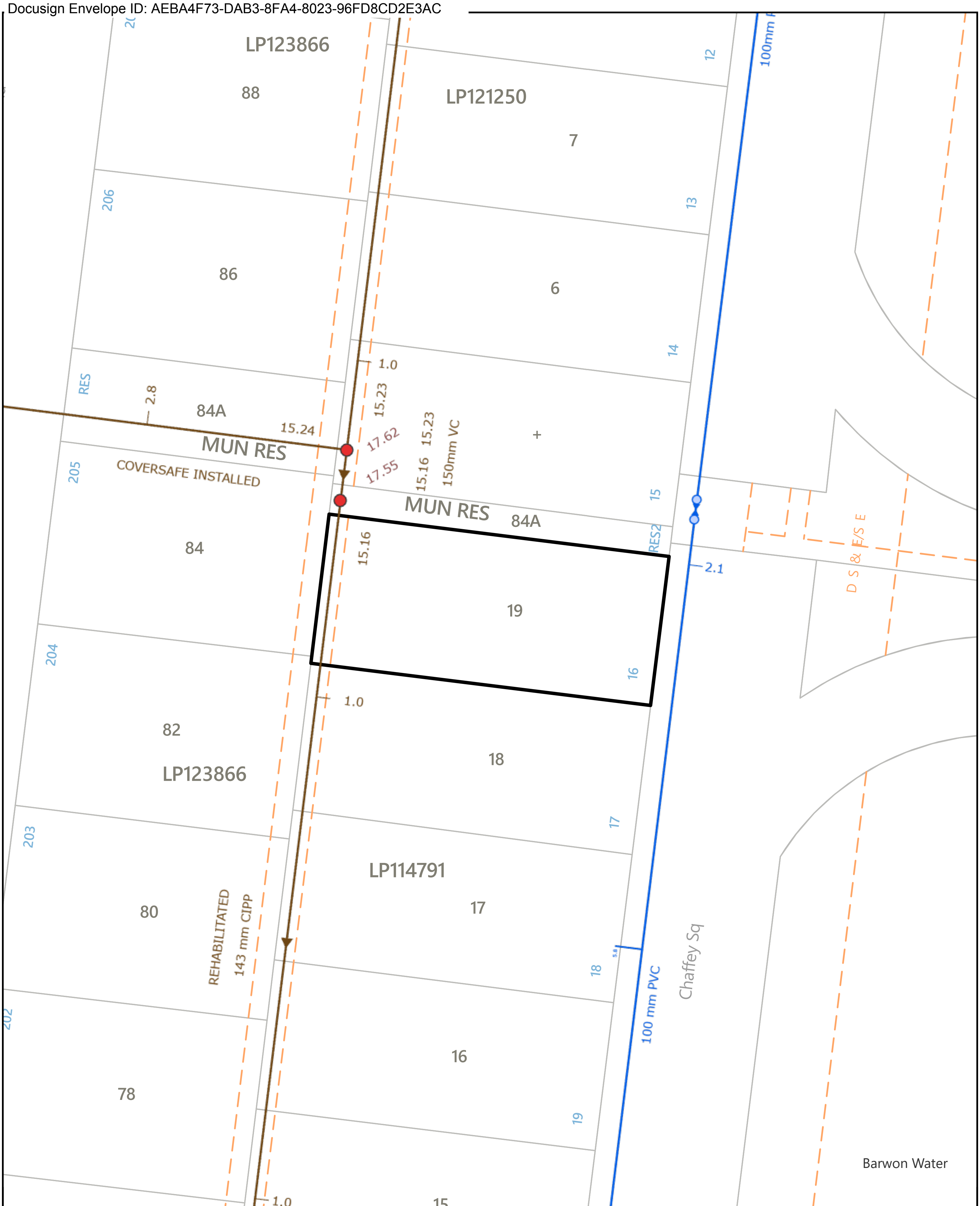
Should you have any inquiries, please contact Barwon Water on 1300 656 007.

Our Ref: EC533791
Your Ref: 7121245/Tiainen/chandj
Agent Ref: 91374720:133657899

Yours faithfully.

Manager Customer Centre

Docusign Envelope ID: AEBA4F73-DAB3-8FA4-8023-96FD8CD2E3AC



Barwon Water

19 CHAFFEY SQ CORIO

Scale: 1:500

Created: 10/08/2026

Legend

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

N

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

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye and Durham
GPO Box 1612
BRISBANE 4001

Client Reference: 91374720 133657896

NO PROPOSALS. As at the 10th August 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

19 CHAFFEY SQUARE, CORIO 3214
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: 10th August 2026

EPA Priority Sites Register Extract

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

Client Ref: 7121245/Tiainen/chandj
Certificate No: 91374720:133657902

Property Inquiry Details:

Street Address: 19 CHAFFEY Square
Suburb: CORIO
Map Reference: Melways Edition 39, Map No:431, Grid Letter: G, Grid Number: 8

Date of Search: 10/08/2026

Priority Sites Register Report:

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

Priority Sites Register

Information as at 31 July 2021

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

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

What are priority sites?

Priority Sites are sites for which EPA has issued a:
- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017

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

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

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

Disclaimer
The Environment Protection Authority does not warrant the accuracy or completeness of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.
Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it.
To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

Further Information
Additional information is available from:
EPA Victoria
200 Victoria Street, Carlton VIC 3053
1300 EPA VIC (1300 372 842)
http://www.epa.vic.gov.au
contact@epa.vic.gov.au

Home Insurance Certificate of Currency Schedule

Important Information

Thank you for choosing to insure with Allianz.

This Schedule and the Policy Document (Product Disclosure Statement (PDS) and any Supplementary PDS) provided to you by us sets out details of your cover in place with us.

Please make sure you read these documents thoroughly to ensure the details are correct. If any information is incorrect or you do not have your Policy Document please contact your Intermediary.

Policy Number 171A054169HOP

Insured
Aarne Antero Tiainen
Oldest insured date of birth 17/01/1947

Goods & Services Tax (GST)
Are you registered for GST NO
Your ABN
Your Input Tax Credit (ITC) entitlement % on the GST component of the premium %

Intermediary
Name: Gow-Gates Insurance Brokers Pty Ltd
Address: GPO Box 4731
ABN 12000837785

Period of Insurance
Effective Date 22/12/2025
Expiry Date 4:00pm on 22/12/2026

Insurer
Allianz Australia Insurance Limited
AFS Licence No. 234708
ABN 15 000 122 850

Situation 1

Policy Type
Allianz House and Contents Insurance

Risk Address
NO 19 CHAFFEY SQUARE
CORIO VIC 3214

Property Description
Building Type HOUSE ON SLAB / FOUNDATIONS
Construction BRICK VENEER
Year built 1975
Site > 20,000 sq mtrs No

Property Security Devices
There are no security devices listed on this policy

Property Occupancy
OWNER OCCUPIED

Buildings and/or Contents

Buildings
Sum Insured $539,000

Legal Liability Cover
Limit of Legal Liability $20,000,000

Excess Applicable to Claims
Buildings $600

An additional excess amount of $250 will apply for any claim for damage or loss arising from an earthquake or tsunami.

Contents
Sum Insured $50,000
The contents Sum Insured includes the specified items listed below.

Specified Items
You have no specified items cover under this policy.

Legal Liability Cover
Limit of Legal Liability $20,000,000

Excess Applicable to Claims
Contents $600

Portable Contents

Unlisted Portable Contents
You have no unlisted portable contents cover under this policy.

Listed Portable Contents
You have no listed portable contents cover under this policy.

Legal Liability Cover
Limit of Legal Liability $20,000,000

Flood

Flood and/or Run-off Cover Included

Accidental Damage Cover Not Included

Motor Burnout Cover Not Included

Additional Conditions And Endorsements Applying To The Policy

The following condition(s) and/or endorsement(s) apply to this insurance. Where applicable, they will replace any terms, conditions or exclusions contained in the Policy Document.

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.

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.