

K&L GATES

Contract of Sale

2-20 Lings Road, Wallington, Victoria 3222

Lings Estate CT Pty Ltd ACN 659 695 431
(Receivers and Managers Appointed)
(Vendor)

K&L Gates
Melbourne office
Ref: bassalm.grintew

Important note

The deposit may only be paid in Australian dollars to:

Account Name: K&L Gates Trust Account
Bank: Bank of Melbourne
Branch: Level 8, 530 Collins Street Melbourne 3000
Branch No: 333-030
Account No: 700221584
Use Reference: 8002710.00008

For deposits made outside Australia, the Bank of Melbourne swift code is SGBLAU2S.

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CONTRACT OF SALE OF REAL ESTATE

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; and
- * Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the Sale of Land Act 1962 is attached to and forms part of 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 you sign the contract if none of the exceptions listed below applies to you.

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

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

EXCEPTIONS

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

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

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING 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 that 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 an agent authorised in writing by one of the parties

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

Refer to Execution Schedule

SIGNED BY THE VENDOR

Refer to Execution Schedule

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

Execution Schedule

Executed by the Purchaser on:

2026

If the Purchaser is one or more individuals:

Signed by:

.....
Name

.....
Signature

.....
Name

.....
Signature

If the Purchaser is a company:

Executed by:

.....
Company name

.....
ACN

in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*:

.....
Signature of director
*delete if sole director company

.....
Signature of director or company secretary*
*delete whichever does not apply

.....
Name (please print)

.....
Name (please print)

Executed by the Vendor on:

2026

Executed for and on behalf of **Lings Estate CT Pty Ltd ACN 659 695 431 (Receivers and Managers Appointed)** in his capacity as Receiver and Manager appointed under Deed of Appointment of Receivers and Managers dated 30 March 2026

.....
Signature of Receiver

.....
Name of Receiver

Particulars of sale**Vendor's Estate Agent**

Tel:

Att:

Email:

Vendor's Legal Practitioner**K&L Gates**

Level 25
525 Collins Street
Melbourne VIC 3000

Tel: (03) 9205 2140

Att: Maddy Bassal

Email:

maddy.bassal@klgates.com**Purchaser's Legal Practitioner**

Name:

Address:

Suburb:

State:

Postcode:

Tel:

Ref:

Fax:

Email:

Vendor**Lings Estate CT Pty Ltd ACN 659 695 431 (Receivers and Managers Appointed)**

c/- Bruno Anthony Robert Secatore and Glenn Spooner of
SSB Advisory, Level 24, 570 Bourke Street, Melbourne,
Victoria 3000

Purchaser

Name:		
Address:		
Suburb:	State:	Postcode:
Tel:	Fax:	Ref:
		Email:
Purchaser's tax file number:		
Purchaser 1 ABN	Purchaser 2 ABN	

If the Purchaser is or comprises a business entity, insert Australian Business Number for all business entities

Purchaser's Interest Proportions

The Purchaser purchases the Property in these shares:

Purchaser 1 name	Purchaser 1 share
Purchaser 2 name	Purchaser 2 share

Purchaser's FIRB declaration

The Purchaser declares that they are:

please tick the right option

a foreign person as defined in the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* requiring approval to purchase the Property

- an Australian citizen;
- a New Zealand citizen; or
- holding an Australian Permanent Resident Visa

Land

The Land is described in the table below:

Certificate of Title	being lot	on plan
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Volume 8982 Folio 970	1	LP098293
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Property

The Land together with any improvements and fixtures.

Address

2-20 Lings Road, Wallington, Victoria 3222

Included Items

See special condition 16.

Excluded Items

These items are excluded from this Contract:

Any good or items at the Property not belonging to the Vendor (if any).

Price

\$

Deposit

\$

Being 10% of the Price – payable on the Day of Sale

Balance

\$

Payable at settlement

GST

See special condition 19.

Date Settlement is Due

Settlement is due on _____

At settlement, the Purchaser will be entitled to vacant possession.

Special conditions

This Contract includes the special conditions.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Form 2 of the standard form of contract prescribed by the former 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 former 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
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

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

- 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;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) 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;
 - (e) 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 that 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 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 that 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 vendor's 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 general 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, 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 must be made or tendered:

- (a) in cash; or
- (b) by 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 section 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 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

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 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 of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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 is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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 adjustments 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 or on 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 a 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 the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

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.
- (i) to call for further and better particulars in order to make a decision.
- (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.
7. The Committee's written decision will be sent to the referring Solicitors within seven days of the dispute being decided.
-

Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines

1. The Committee has been established to decide disputes relating to property law matters.
Where one party does not have a Solicitor representing them, the dispute cannot be heard until that party instructs a Solicitor.
2. An *agreed* Statement of Facts must be signed by all parties and referring Solicitors and must include:-
 - 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
 - 2.2 A copy of all relevant documents.
 - 2.3 The issues, based on the *agreed* facts, to be decided by the Committee.
 - 2.4 Applications for disputes to be decided by the Committee shall include an agreement by the referring Solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
3. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria. The form may be obtained from the Property Law Section of the Institute.
4. An administration fee of \$100.00 for each referring Solicitor must be paid to the Institute when the application is lodged.
5. The Committee's decision will be based upon the material contained in the Statement of Facts **only**. In making its decision the Committee shall act as an expert panel and not as an arbitrator.
6. The Committee reserves the right:-

Special Conditions

1. Definitions

1.1 Defined terms

In this Contract:

Authorisation means:

- (a) an authorisation, consent, right, certificate, licence, permit, declaration, exemption, notarisation or waiver, however described (including any renewal or partial renewal); and
- (b) any authorisation or consent regarded as given by an Authority where, in relation to something that can be prohibited or restricted by law if the Authority takes action within a specified period, that period expires without that action being taken;

Authority means any government, semi-government, administrative, municipal or judicial body, authority or entity exercising any powers or functions under any law;

Building Notice means notice BINV-2022-401 issued by the City of Greater Geelong on 6 December 2022;

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

CIPT means the tax payable under the CIPT Act;

CIPT Act means the *Commercial and Industrial Property Tax Reform Act 2024 (Vic)*;

Confidential Information means the terms and existence of this Contract and all information, whether oral, graphic, electronic, written or in any other form, that is not generally available to the public at the time of disclosure other than by reason of a breach of this Contract or that is in fact, or should reasonably be regarded as, confidential to the party to whom it belongs or relates;

Contaminant means a solid, liquid, gas, odour, heat, sound, vibration or substance which makes or may make the Property or the nearby area:

- (a) unsafe, unfit or harmful for habitation;
- (b) not comply with any Environmental Law; or
- (c) not comply with any relevant contamination criteria or standards published or adopted by the Environment Protection Authority from time to time,

and includes asbestos, waste, pollutants, and anything dangerous, radioactive, toxic or hazardous;

Contract means this contract of sale of real estate including any schedules and annexures;

Corporations Act means the *Corporations Act 2001 (Cth)*;

Day of Sale is the date specified in the Contract of sale of real estate signing page attached to this Contract;

Deed of Appointment means the Deed of Appointment of Receivers and Managers dated 30 March 2026;

ECNL means the *Electronic Conveyancing (Adoption of National Law) Act 2013 (Vic)*;

Electronic Certificate of Title means certificate of title in electronic format and for which there is no physical paper title;

Electronic Form means an electronic communication or document as contemplated by the *Electronic Transactions (Victoria) Act 2000 (Vic)*;

Electronic Transaction means a conveyancing transaction to be conducted for the parties by their legal representatives as subscribers using an electronic lodgement network in accordance with the ECNL and the Participation Rules;

Environment has the same meaning as in the Environment Protection Act;

Environmental Law means a law relating to the Environment and includes any law relating to land use, planning, pollution, contamination, chemicals, hazardous materials or health and safety;

Environment Protection Act means the *Environment Protection Act 2017 (Vic)*;

Environment Protection Authority means any Authority responsible for the administration and enforcement of Environmental Laws in Victoria;

Execution Schedule means the execution schedule attached to this Contract, which contains the signatures of the parties;

FAAT Act means the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*;

Financial Settlement means the exchange of value between the parties or their Banks in accordance with the Financial Settlement Schedule;

Financial Settlement Schedule means the electronic settlement schedule within the electronic workspace as contemplated under special condition 15, listing the source and destination accounts;

FIRB means the Treasurer of the Commonwealth of Australia;

General Conditions means the general conditions of the standard form of contract of sale of real estate prescribed by the former Estate Agent Contracts Regulations 2008 for the purpose of section 53A of the *Estate Agents Act 1980 (Vic)*, a copy of which is attached to this Contract;

GST has the meaning set out in the GST Act and includes any replacement or similar tax;

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

Guarantee means a guarantee and indemnity in the form of the guarantee and indemnity attached to this Contract marked 'Guarantee and Indemnity';

Insolvency Event means, in respect of the Purchaser, the occurrence of any one or more of the following events or circumstances:

- (a) if the Purchaser is a company:
 - (i) its winding up, liquidation or provisional liquidation;
 - (ii) the appointment of an administrator under the Corporations Act;
 - (iii) the appointment of a controller under the Corporations Act or analogous person to it or any of its property;
 - (iv) being deregistered as a company or other body corporate or otherwise dissolved;
 - (v) being unable to pay any of its debts as and when due and payable or being deemed to be insolvent under any law;
 - (vi) seeking protection from its creditors under any law or entering into a compromise, moratorium, assignment, composition or arrangement with, or for the benefit of, any of its members or creditors;
 - (vii) it otherwise becomes a Chapter 5 body corporate, as defined in the Corporations Act;
- (b) if the party is an individual, they commit an act of bankruptcy within the meaning of section 40 of the *Bankruptcy Act 1966 (Cth)* or they are or become bankrupt within the meaning of section 5 of that Act;
- (c) where the party enters into this Contract as the trustee or a co-trustee of a trust (whether disclosed or not):
 - (i) the beneficiaries of the trust resolve to wind up the trust, the trustee is required to wind up the trust under the terms of the trust or any applicable law, or the winding up or termination of the trust commences or occurs for any reason;
 - (i) an external administrator is appointed to the trust or the assets of the trust; or
 - (ii) for any reason the trustee is not or ceases to be entitled to be indemnified out of, or to have a lien over, the assets of the trust for all of its obligations and liabilities, or that right of indemnity is reduced, restricted, or does not have priority over the rights of the beneficiaries of the trust;
- (d) an analogous event or circumstance to any listed above occurs in any jurisdiction;
- (e) suspending or threatening to suspend payment of its debts as and when they become due;
- (f) ceasing or threatening to cease to carry on business; or
- (g) taking any step or being the subject of any action that is preparatory to, or reasonably likely to result in, any of the above,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the Vendor;

Legal Profession Act means the *Legal Profession Uniform Law Application Act 2014 (Vic)*;

Net Interest means all interest earned by the investment of the Deposit, less all Bank charges and federal and state taxes and charges payable on that investment;

Nomination Deed means a nomination deed in the form attached to this Contract and marked 'Nomination Deed';

Online Duties Form means the online platform provided by the State Revenue Office for the purpose of the assessment of duty in respect of this Contract;

Outgoings includes rates, taxes (including land tax and CIPT), assessments, fire insurance premiums and any other expenses which apply to the Property;

Participation Rules means the participation rules as determined under the ECNL;

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

PEXA means Property Exchange Australia Limited ABN 92 140 677 792, which is an electronic lodgement network for the online preparation, verification and lodgement of electronic real property transactions;

Planning and Environment Act means the *Planning and Environment Act 1987 (Vic)*;

PPSA means the *Personal Property Securities Act 2009 (Cth)*;

Purchaser Objection means the Purchaser doing any one or more of the following:

- (a) raising an objection or requisition;
- (b) calling on the Vendor to amend title or bear any cost of doing so;
- (c) claiming compensation or damages;
- (d) refusing to pay or withholding any part of the Price;
- (e) delaying settlement;
- (f) rescinding or purporting to rescind this Contract; or
- (g) avoiding or refusing to perform any of its obligations;

Receivers means Bruno Anthony Robert Secatore and Glenn Spooner of SSB Advisory, Level 24, 570 Bourke Street, Melbourne, Victoria 3000 as duly appointed receivers and managers of the Vendor;

Sale of Land Act means the *Sale of Land Act 1962 (Vic)*;

Statement of Adjustments means a statement dealing with Outgoings, in the terms of General Condition 15;

Subdivision Act means the *Subdivision Act 1988 (Vic)*;

Tax Admin Act means the *Taxation Administration Act 1953 (Cth)*;

Transfer means the instrument of transfer of land required to enable the Purchaser to become registered proprietor of the Land;

Transfer of Land Act means the *Transfer of Land Act 1958 (Vic)*; and

Vendor's Statement means the statement given by the Vendor to the Purchaser under Section 32 of the Sale of Land Act.

1.2 Incorporated definitions

A word or phrase (other than one defined in special condition 1.1) specified in the Particulars of Sale is incorporated as a defined term with the same meaning in this Contract.

2. Interpretation

In this Contract, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (d) a heading may be used to help interpretation, but is not legally binding;
- (e) a reference to all or any part of a statute, ordinance or other law (**statute**) includes:
 - (i) any rules, regulations or other instruments made under that statute; and
 - (ii) that statute as amended, consolidated, re-enacted or replaced from time to time;
- (f) a reference to any party to this Contract includes that party's successors, personal representatives and permitted assigns;
- (g) if two or more people are described as a party, each person is:
 - (i) liable for their obligations: and
 - (ii) entitled to their rights,
 jointly and severally;
- (h) other grammatical forms of defined words or phrases have corresponding meanings;
- (i) a reference to a document includes the document as modified from time to time and any document replacing it;

- (j) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day;
- (k) the word "month" means calendar month and the word "year" means 12 months;
- (l) references to time are to Australian eastern time;
- (m) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (n) a reference to a thing includes a part of that thing;
- (o) the word "include", when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind;
- (p) a reference to any agency or body:
 - (i) which ceases to exist;
 - (ii) is reconstituted, renamed or replaced; or
 - (iii) has its powers or functions removed,
 means the agency or body which replaces it, or which has substantially the same powers or functions;
- (q) examples are descriptive only and not exhaustive;
- (r) a provision must not be construed against a party merely because that party was responsible for preparing this Contract or that provision;
- (s) where the Vendor must provide the Vendor's consent, the consent may be given conditionally or unconditionally or withheld in the absolute discretion of the Vendor if the Vendor is unable to obtain any necessary Authorisation; and
- (t) money amounts are stated in Australian currency.

3. Amendment of General Conditions

3.1 General Conditions amended

These General Conditions are amended as follows:

- (a) General Condition 1.1(b): after the word "reservations" add ", exceptions and conditions";
- (b) General Condition 2.1: add the word "former" before the words "Estate Agents (Contracts) Regulations 2008";
- (c) General Condition 11.6: delete the word "three" and substitute the word "six";
- (d) General Condition 12.1(a)(ii): delete the words "80% of";

- (e) General Condition 15.1 is amended by inserting the following at the end of the condition: "Subject to special condition 24.4, periodic outgoings includes land tax and CIPT";
- (f) General Condition 15.2(b) is deleted and replaced with "subject to special condition 24.4, land tax is adjusted on the basis of the vendor's actual proportional land tax liability in respect of the Property including any applicable surcharge" and General Condition 15.2(c) is deleted;
- (g) General Condition 24.3: delete the words "but may claim compensation from the Vendor after settlement";
- (h) General Condition 26: delete "2%" and substitute "4%";
- (i) General Condition 27.2(b): delete the words "within 14 days of the notice being given" and substitute the words "within the time period specified in the notice (being not less than 14 days after the date of the notice being given)"; and
- (j) General Condition 28.4(c): delete the words "one year" and substitute the words "two years".

3.2 General Condition added

The following General Condition is added as a new General Condition 12.4:

"12.4 Where the Purchaser is deemed by section 27(7) of the *Sale of Land Act 1962 (Vic)* to have given the deposit release authorisation referred to in section 27(1), the Purchaser is also deemed to have accepted title in the absence of any prior express objection to title."

3.3 General Conditions deleted

These General Conditions do not apply to this Contract:

- (a) General Condition 10 (Settlement);
- (b) General Conditions 11.1 to 11.5 inclusive (Payment);
- (c) General Condition 13 (GST);
- (d) General Condition 14 (Loan);
- (e) General Condition 15.2(c) (Adjustments);
- (f) General Condition 17 (Service);
- (g) General Condition 18 (Nominee);
- (h) General Condition 20 (Guarantee);
- (i) General Condition 22 (Inspection); and
- (j) General Conditions 24.3 to 24.6 inclusive (Loss or damage before settlement).

4. General

4.1 Acknowledgment of documents

The Purchaser acknowledges being given a Vendor's Statement before paying any money under this Contract or signing this Contract.

4.2 Authority to sign

Without affecting the generality of General Condition 19, if a person signs this Contract on behalf of a purchaser which is a corporation (within the meaning of the Corporations Act), that person:

- (a) warrants in a personal capacity to the Vendor that they have the authority to enter this Contract on behalf of the Purchaser; and
- (b) if the warranty in paragraph (a) is false, acknowledges and agrees that they will be personally liable for the performance of the Purchaser's obligations.

4.3 Consents and approvals

Where anything depends on the consent or approval of the Vendor then, unless this Contract states otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of the Vendor.

4.4 Costs of default

- (a) Purchaser's indemnity

The Purchaser indemnifies the Vendor against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Vendor or which the Vendor may pay, sustain or incur as a direct or indirect result of any one or more of the following:

- (i) breach or non-performance of this Contract by the Purchaser;
- (ii) breach of warranty under this Contract by the Purchaser; or
- (iii) any act or omission that occurs after settlement concerning the Property.

- (b) Costs

The Purchaser must pay any costs and expenses (on a full indemnity basis) incurred by the Vendor because of the Purchaser's default under this Contract. This includes:

- (i) legal costs and disbursements (on a solicitor and client basis) incurred in preparing and serving any notice and obtaining legal advice; and
- (ii) any additional costs incurred by the Vendor, such as:
 - (A) marketing and real estate agent costs;
 - (B) borrowing expenses; and

- (C) any Outgoings for which the Vendor may become liable, including any Outgoings which become payable in respect of the Property for any tax or rating year subsequent to that in which the Date Settlement is Due falls.
- (c) Default interest
 - (i) Any default interest payable under General Condition 26 must be calculated on the amount owing for the entire period of the default and interest accrues daily.
 - (ii) The Purchaser must pay any interest due under special condition 4.4(c) on the earlier of:
 - (A) the Date Settlement is Due; or
 - (B) the date the Vendor demands payment.

4.5 Counterparts

If this Contract consists of a number of signed counterparts, each is an original and all of the counterparts together comprise the same document.

4.6 Electronic signatures

- (a) To the extent permitted by law, a party may sign this Contract electronically, including by using software or a platform for the electronic execution of documents and each party consents to this Contract being signed in this way.
- (b) A print-out of the executed Contract once all parties signing electronically have done so will be an executed original counterpart of this Contract, irrespective of which party prints it.
- (c) Each party that signs this Contract electronically represents and warrants that it or anyone signing on its behalf:
 - (i) has been duly authorised to enter into and execute this Contract electronically and to create obligations that are valid and binding obligations on the party;
 - (ii) has affixed their own electronic signature; and
 - (iii) where applicable, holds the position or title indicated under their electronic signature,

and each party is estopped from asserting otherwise.
- (d) No person may challenge the validity of this Contract by virtue only of the fact that it has been electronically signed by or on behalf of any party.

4.7 Attorney

A person executing the Contract as attorney for the Purchaser represents and warrants to the Vendor as an additional inducement to the parties entering into this Contract that they have been duly appointed attorney for the Purchaser and that upon execution of the

Contract, the Purchaser will be bound as if the Purchaser had executed this Contract personally.

4.8 Entire understanding

- (a) This Contract contains the entire understanding between the parties about its subject matter and supersedes all earlier communications between the parties.
- (b) All terms, warranties and conditions implied or imposed by statute or general law are excluded from this Contract, except any term, warranty or condition the exclusion of which would:
 - (i) contravene the statute or general law which implied or imposed it; or
 - (ii) cause this special condition to be void.
- (c) Each party acknowledges that, except as expressly stated in this Contract, that party has not relied on any information, marketing material, plan, display suite, statement, representation, warranty or undertaking of any kind provided or made by or on behalf of the other party in relation to the subject matter of this Contract.
- (d) Without affecting the generality of this special condition 4.8, the Purchaser acknowledges that the Vendor has made no representations or warranties as to the financial return or income to be derived from the Property and the Goods.

4.9 No adverse construction

No provision of this Contract is to be construed to the disadvantage of a party solely because that party was responsible for preparing or proposing this Contract or the provision.

4.10 Further action

A party must do all things and execute all documents that are reasonably necessary to give full effect to this Contract:

- (a) unless this Contract states otherwise, at that party's own expense; and
- (b) within a reasonable time of being requested by another party to do so.

4.11 Governing law and jurisdiction

- (a) This Contract is governed by, and must be construed in accordance with, the laws of Victoria.
- (b) The parties submit to the exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia in respect of all matters arising out of or relating to this Contract, its performance or subject matter.
- (c) Each party waives any rights to:
 - (i) object to the venue of any proceedings; or
 - (ii) claim that the proceedings have been brought in an inconvenient forum or that the courts of another place are a more convenient forum, if the

proceedings have been brought in a court referred to in special condition 4.11(b).

4.12 Inconsistency

If there is any inconsistency between the special conditions of this Contract and the General Conditions, the special conditions prevail to the extent of the inconsistency.

4.13 No merger

Unless otherwise provided in this Contract, the representations, undertakings, warranties and indemnities of the parties in, or the rights and remedies of the parties under, this Contract, will not merge on settlement but will survive and remain enforceable to the fullest extent.

4.14 No right of set off

Unless this Contract states otherwise, the Purchaser has no right of set-off against a payment due to the Vendor.

4.15 No waiver

- (a) A failure to exercise, a delay in exercising or partially exercising any power, right or remedy conferred on the Vendor by or in respect of this Contract does not operate as a waiver by the Vendor of the power, right or remedy.
- (b) A single or partial exercise of any power, right or remedy does not preclude a further exercise of it or the exercise of any other power, right or remedy.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

4.16 Operation of indemnities

Unless this Contract states otherwise:

- (a) each indemnity in this Contract is a continuing obligation and survives the settlement, completion, expiry or termination of this Contract;
- (b) each indemnity given by a party in this Contract is an additional, separate and independent obligation of the party and no one indemnity limits the operation of any other indemnity; and
- (c) the Vendor may enforce and recover a payment under an indemnity in this Contract before it incurs any expense or makes the payment in respect of which the indemnity is given.

4.17 Unenforceable provision

If any provision of this Contract is or becomes void, illegal, invalid or unenforceable then:

- (a) where that provision can be read down so as to make it valid and enforceable, it must be read down to the minimum extent necessary to achieve that result; and

- (b) in any other case, the provision must be severed from this Contract. The remaining provisions of this Contract will operate as if the severed provision had not been included.

4.18 Severability

Any provision of this Contract which is invalid in any jurisdiction must, in relation to that jurisdiction, be:

- (a) read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) severed from this Contract in any other case,

without invalidating or affecting the remaining provisions of this Contract or the validity of that provision in any other jurisdiction.

4.19 Variation

Any variation of this Contract must be in writing and signed by the parties.

5. Sale by auction

If the Property is offered for sale by public auction:

- (a) the Property is offered subject to the Vendor's reserve price; and
- (b) the rules for the auction are as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2024.

6. Trustee warranties

If the Purchaser enters into this Contract in its capacity as trustee of a trust:

- (a) the Purchaser also enters into this Contract in the Purchaser's own right in addition to in the Purchaser's capacity as trustee of the trust;
- (b) the agreements in this Contract are binding upon the Purchaser in the Purchaser's own right and in the Purchaser's capacity as trustee of the trust; and
- (c) the Purchaser warrants to the Vendor that:
 - (i) the Purchaser is the sole trustee of the trust;
 - (ii) no action has been taken or proposed to remove the Purchaser as the trustee of the trust;
 - (iii) the Purchaser has power under the trust to enter into and perform the Purchaser's obligations under this Contract both in the Purchaser's own capacity, and in the Purchaser's capacity as trustee of the trust;
 - (iv) the Purchaser has, and will, at all times sign all documents and do all things necessary under the trust deed constituting the trust to enter into and perform the Purchaser's obligations under this Contract;

- (v) there are no claims (whether legal or equitable) against the assets of the trust;
- (vi) the Purchaser has disclosed to the Vendor all material facts relating to the trust;
- (vii) there are no restrictions on the Purchaser's rights to be indemnified out of the assets of the trust, except where the Purchaser acts fraudulently;
- (viii) the Purchaser's rights of indemnity as trustee of the trust have not been limited in any way by any breach of trust or the trust deed;
- (ix) the Purchaser will not do anything to prejudice the Purchaser's rights of indemnity as trustee for the trust; and
- (x) the Purchaser will exercise all rights of indemnity which, as trustee, the Purchaser possesses in relation to the assets of the trust at the request of any other party.

7. Notices

Subject to special condition 7.2, any notice or other communication to or by a party to this Contract:

- (a) may be made or given by the solicitor for that party;
- (b) must be in writing and in English and must be legible;
- (c) will be sufficiently served or delivered if:
 - (i) served or delivered personally;
 - (ii) posted by prepaid post; or
 - (iii) sent by email,

addressed either to the party being served or their solicitor or conveyancer at the addresses set out in the Particulars of Sale or to any other address last notified by that party to the sender by notice given in accordance with this special condition; or
 - (iv) served in any other manner authorised by the Supreme Court Rules for service of documents on parties or their solicitors; and
- (d) is considered to be given by the sender and received by the addressee:
 - (i) if delivered in person, when delivered to the addressee;
 - (ii) if posted, on the third Business Day after posting; and
 - (iii) if sent by email, the earlier of:
 - (A) the sender receiving a delivery confirmation message from the recipient's information system; and

- (B) one hour after the time the email is sent to the relevant email address unless the sender receives an automatic notification (other than an out of office or similar automated reply) that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time), it is taken to have been received at 9.00 am on the next Business Day.

7.2 Notices given to the Vendor

Despite any other provision of this Contract, any notice given to the Vendor must be given to the Vendor's Legal Practitioner.

7.3 Notices served by different methods

Subject to special condition 7.2, if a notice is served by more than one method permitted under this special condition 7, service will be deemed to be effective from the time the first effective notice is delivered in accordance with this special condition.

8. Identity of Land

8.1 Identity

The Purchaser acknowledges that the land and any improvements offered for sale and inspected by the Purchaser is identical to the Property.

9. Condition of Property

9.1 Purchaser's warranty

- (a) The Purchaser warrants to the Vendor that the Purchaser has inspected the Property and made its own enquiries concerning the matters relating to this Contract.
- (b) The Purchaser acknowledges and warrants to the Vendor that the Purchaser:
 - (i) buys the Property and Included Items because of the Purchaser's own inspection and enquiries; and
 - (ii) accepts the condition of the Property and Included Items as at the Day of Sale.
- (c) Without limiting special condition 4.8, the Purchaser warrants that it has not:
 - (i) relied on any information, statement, representation, warranty or undertaking made by or on behalf of the Vendor in relation to the subject matter of this Contract; nor
 - (ii) been induced to enter this Contract by any information, statement, representation, warranty or undertaking except any expressly included in this Contract.

9.2 Purchaser accepts restrictions

The Purchaser buys the Property subject to:

- (a) all restrictions set out in the Vendor's Statement;
- (b) any restrictions contemplated by this Contract;
- (c) the zoning and planning restrictions affecting the Property and how the Property may be used and developed, including any restrictions on the use or development of the Property under the Planning and Environment Act, the *Building Act 1993 (Vic)*, the Subdivision Act, the Environment Protection Act, any planning scheme, permit, building control or environmental control or any agreement entered into under section 173 of the Planning and Environment Act;
- (d) all relevant legislation;
- (e) the terms of any easements, covenants and encumbrances affecting the Property, including any unregistered easements and encumbrances and any easements created or implied under the Subdivision Act; and
- (f) any encumbrances created by section 98 of the Transfer of Land Act and section 24 of the Subdivision Act and any other encumbrances shown or entered on any plan affecting the Property.

9.3 Status of Property

- (a) Without limiting this special condition 9, the Purchaser acknowledges and accepts:
 - (i) the Property may not comply with applicable laws, regulations, codes or the requirements of any approvals, consents or Authorities;
 - (ii) without limitation, the Building Notice was issued in respect of the Property; and
 - (iii) the Purchaser buys the Property strictly in its current condition and on an "as is, where is" basis relying solely on the Purchaser's own inspection and enquiries in relation to the Property.
- (b) Without limiting General Condition 21, the Purchaser is responsible for any notice, order or demand issued in respect of the Building Notice or other matters affecting the Property on and from the Day of Sale. The Purchaser indemnifies the Vendor against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Vendor or which the Vendor may pay, sustain or incur as a direct or indirect result of any breach or non-compliance with this special condition 9.3(b).
- (c) The Purchaser releases the Vendor from any and all actions, claims, proceedings, demands, expenses and costs in each case, of any kind whatsoever, which may be made or which may be incurred or sustained by the Purchaser because of any matter in this special condition 9.3.

10. Environmental condition

10.1 Purchaser's acknowledgments

The Purchaser acknowledges and accepts:

- (a) the condition of the Property, including the presence of any Contaminant (however arising) in on or emanating from the Property; and
- (b) that the Purchaser buys the Property because of the Purchaser's own inspection and enquiries and subject to any Contaminant which may affect the Property.

10.2 Indemnity

The Purchaser indemnifies the Vendor against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Vendor or which the Vendor may pay, sustain or incur or be liable for relating to any Contaminant or a substance which may give rise to or become a Contaminant, at any time in, on, above, under or emanating from the Property, or any failure to comply with any Environmental Law.

10.3 Release

The Purchaser releases the Vendor from all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs which may be made by, or which may be incurred by, the Purchaser because of the presence of any Contaminant in, on, above, under or emanating from the Property or failure to comply with any Environmental Law.

10.4 No warranty

The Vendor does not make any representation or warranty as to:

- (a) the presence of any Contaminant in, on, above, under or emanating from the Property;
- (b) whether the Property complies with any Environmental Law; or
- (c) the fitness of the Property for any particular use or development.

10.5 Compliance with notices

After settlement, the Purchaser:

- (a) must comply with any notice or order relating to the Property made under any Environmental Law; and
- (b) assumes responsibility for the presence of any Contaminant in, on, above, under or emanating from the Property.

11. No Purchaser Objection

11.1 Purchaser Objection

The Purchaser must not make any Purchaser Objection in relation to any subject matter of this Contract, including in relation to:

- (a) the matters set out in special conditions 8, 9 and 10;
- (b) any building or improvements not being within the boundaries of the Land;
- (c) any service wires, cables, conduits and pipe shafts which are installed under, over or within the Property; or
- (d) any failure to comply with any law or a requirement of an Authority.

11.2 Requisitions

The Purchaser is not entitled to serve the Vendor with requisitions on title.

12. Deposit

12.1 Meaning of words

Except where otherwise defined in this Contract, capitalised terms used in this special condition have the meanings given to them in the Legal Profession Act.

12.2 Payment

- (a) The Purchaser must pay the Deposit to the Vendor's Legal Practitioner.
- (b) The Purchaser must pay the Deposit by:
 - (i) Bank cheque; or
 - (ii) electronic funds transfer.
- (c) The Vendor's Legal Practitioner must hold the Deposit (or any part of the Deposit paid to it under this Contract) as stakeholder under section 24 of the Sale of Land Act.
- (d) The Purchaser defaults under this Contract if it does not pay the entire Deposit on the Day of Sale (or as otherwise provided in this Contract). Despite any other provision of this Contract, for the purposes of General Condition 27.2(b), the notice period for any default by the Purchaser under this special condition is one day.

12.3 Investment

- (a) The Vendor may in its discretion elect to have the Deposit invested by the Vendor's Legal Practitioner.
- (b) By signing this Contract, the parties authorise and direct the Vendor's Legal Practitioner, if directed by the Vendor, to invest the Deposit in the joint names of the Vendor and the Purchaser.
- (c) The Vendor's Legal Practitioner is not obliged to invest the Deposit.
- (d) If the Vendor elects to have the Deposit invested under special condition 12.3(a), the Deposit must be invested in term deposit, in accordance with the Sale of Land Act and the Legal Profession Act.

- (e) Where the Deposit is invested in accordance with this special condition, the parties acknowledge that:
 - (i) the investment may include a term deposit of any period or periods ending before the Date Settlement is Due; and
 - (ii) if a party becomes entitled to a return of the Deposit under this Contract before the Date Settlement is Due and prior to the expiry of a term deposit:
 - (A) the amount of interest accrued on the Deposit may be reduced as a consequence of the early withdrawal; and
 - (B) there may be a waiting period before the Deposit is able to be released from investment and returned to the party entitled to it.

12.4 Interest on Deposit

The Vendor is entitled to the Net Interest on the Deposit unless the Purchaser is entitled to a refund of the Deposit. If this happens, the Purchaser is entitled to the Net Interest.

12.5 Purchaser's information

- (a) The Purchaser must give the Purchaser's:
 - (i) tax file number; and
 - (ii) if the Purchaser is a business entity, ABN,

(Purchaser's Information) to the Vendor's Legal Practitioner on signing this Contract.
- (b) If the Purchaser does not give the Purchaser's Information to the Vendor's Legal Practitioner, the Purchaser:
 - (i) acknowledges that tax may be deducted from any interest to which the Purchaser is entitled; and
 - (ii) indemnifies the Vendor against any loss, damage, cost, expense, claim or demand that may be brought against the Vendor or which the Vendor may pay, sustain or incur in relation to any tax payable because of the Purchaser's failure to give the Purchaser's Information to the Vendor's Legal Practitioner.

12.6 Disbursement of Deposit

By signing this Contract, the parties authorise and direct the Vendor's Legal Practitioner to disburse the Deposit in accordance with this Contract, the Sale of Land Act and the Legal Profession Act.

12.7 Release

The Purchaser releases the Vendor and the Vendor's Legal Practitioner from any claim concerning the investment of the Deposit and any tax payable on any interest on the Deposit.

13. Settlement

13.1 Time for settlement

- (a) The Purchaser must settle before 5.00 pm on the Date Settlement is Due. At settlement, the Purchaser must pay the Balance.
- (b) If the Purchaser:
 - (i) does not comply with special condition 13.1(a); or
 - (ii) does not settle before 5.00 pm on any other later date on which settlement is scheduled,then the Purchaser is taken to be in default in payment of the Balance.
- (c) If the Purchaser does not settle on the Date Settlement is Due, the without limiting any other rights of the Vendor, the Purchaser must pay \$1,250 plus GST for the costs of the Vendor's Legal Practitioner in dealing with the re-scheduling of settlement on a later date.
- (d) Special condition 13.1(a) applies whether the certificate of title is a paper title or an Electronic Certificate of Title.

13.2 Place for settlement

Subject to special condition 14, settlement must take place at the offices of the Vendor's Legal Practitioner or at any other place they nominate.

13.3 Method of payment

Subject to special condition 14, at settlement, the Purchaser must pay all money to the Vendor by unendorsed Bank cheques or as the Vendor directs in writing. If the Vendor requires payment by unendorsed Bank cheques, the cheques must be issued by a Bank carrying on business in Victoria and must be made in favour of the Vendor, the Vendor's Legal Practitioner or as either of them directs in writing.

13.4 Documents may be delivered in Electronic Form

- (a) The Purchaser acknowledges that:
 - (i) any document required at settlement may, at the Vendor's discretion, be provided by the Vendor to the Purchaser in Electronic Form; and
 - (ii) the certificate of title for the Property may be an Electronic Certificate of Title, in which case, the Vendor will not be required to deliver a paper certificate of title at settlement.
- (b) The Purchaser must not make any Purchaser Objection because of this special condition.

13.5 Delivery of keys

The Purchaser acknowledges that the Vendor:

- (a) may not physically have the keys for the Property available at settlement; and
- (b) may determine the time and location for delivery of the keys to the Purchaser on the date on which settlement occurs.

13.6 Pre-settlement inspection

- (a) The Purchaser may inspect the condition of the Property before the Date Settlement is Due by making an inspection appointment with the Vendor's Agent.
- (b) The Vendor retains the right to:
 - (i) set the time and date of the Purchaser's inspection appointment;
 - (ii) limit the duration of an inspection appointment; and
 - (iii) limit the number of people attending an inspection appointment.
- (c) The Purchaser is entitled to only one inspection of the Property before the Date Settlement is Due.

14. Electronic conveyancing

14.1 Application of special condition

This special condition applies unless the Vendor or the Vendor's Legal Practitioner gives the Purchaser or the Purchaser's Legal Practitioner written notice stating that the settlement under this Contract will not occur by electronic settlement.

14.2 Inconsistency

If there is any inconsistency between this special condition 14 and any other condition of this Contract, this special condition prevails to the extent of the inconsistency.

14.3 Subscriber obligations

- (a) Each party must:
 - (i) be, or engage a representative who is, a subscriber for the purposes of the ECNL;
 - (ii) ensure that all other people for whom that party is responsible and who are associated with this transaction are, or engage a person who is, a subscriber for the purposes of the ECNL;
 - (iii) conduct the transaction in accordance with the ECNL;
 - (iv) ensure that the electronic workspace is completed and all required documents and Financial Settlement Schedules are digitally signed before settlement; and
 - (v) ensure everything else is done that is required in the electronic workspace to enable settlement to occur at the scheduled time on the Date Settlement is Due.

- (b) An electronic workspace is an electronic address for the transacting, service of notices and for written communications for the purposes of the ECNL (**Electronic Workspace**).

14.4 Nominated Electronic Lodgement Network

- (a) This special condition 14.4 applies if there is more than one electronic lodgement network operator in respect of the sale and purchase of the Property under this Contract, and any associated transaction, such as a mortgage or discharge of mortgage.
- (b) The parties must conduct the Electronic Transaction using the platform provided by Property Exchange Australia (PEXA), or such other electronic lodgement network operator as determined by the Vendor's Legal Practitioner.

14.5 Settlement

Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with this Contract has occurred and the Price has been paid.

14.6 Failure of Electronic Workspace

- (a) If:
 - (i) the computer systems of any of the Land Registry, the electronic lodgement network operator, State Revenue Office, the Reserve Bank of Australia, the Vendor, the Vendor's Legal Practitioner or the Vendor's or the Purchaser's Bank are inoperative for any reason at the time settlement is scheduled; or
 - (ii) the Land Registry, the electronic lodgement network operator or the Vendor's Legal Practitioner are unable to schedule settlement on the Electronic Workspace on the Date Settlement is Due or any subsequent date for settlement (including, without limitation, as a result of an unavailability of settlement times on the Electronic Workspace),

a failure to complete this Contract for that reason is not a default under this Contract on the part of either party and the Date Settlement is Due is deemed to be the next Business Day (time remaining of the essence).

- (b) Notwithstanding special condition 14.6(a), the Purchaser will be deemed to be in default of this Contract if the Purchaser has failed to do something in the Electronic Workspace (including, without limitation, failing to effect settlement on the Date Settlement is Due such that the Vendor's Legal Practitioner is required to reschedule settlement to a subsequent date), which results in an inability to schedule settlement on the Electronic Workspace as set out in special condition 14.6(a)(ii). Default interest will apply under General Condition 26.
- (c) If special condition 14.6(a) applies, the Vendor may require the Purchaser to conduct a Financial Settlement without electronic settlement. All electronic documents digitally signed by the Vendor, the certificate of title and any other electronic document forming part of the electronic transaction will be deemed to have been delivered to the Purchaser or the Purchaser's mortgagee at the time of Financial Settlement together with the right to deal with the Land and settlement is deemed to occur at the time of Financial Settlement.

15. Duty and other assessments

15.1 Online duty assessment

- (a) The Vendor or the Vendor's Legal Practitioner will provide the Purchaser with any login or other particulars necessary for the Purchaser to access and complete the Online Duties Form.
- (b) Subject to special condition 15.1(c), not later than 5 Business Days prior to the Date Settlement is Due, the Purchaser must:
 - (i) complete the Online Duties Form with any information required to be completed by or on behalf of the transferee of the Property (**Transferee Information**); and
 - (ii) give written notice to the Vendor's Legal Practitioner confirming that the Transferee Information has been completed and signed as required by the Online Duties Form.
- (c) Notwithstanding special condition 15.1(b), if the acquisition of the Property by the Purchaser constitutes a complex transaction for the purpose of the assessment of duty by the State Revenue Office or is otherwise subject to manual duty assessment (Complex Assessment), the Purchaser must ensure that the transaction is submitted to the State Revenue Office for assessment at least 30 days before the Date Settlement is Due.
- (d) If required, the Purchaser must immediately request an urgent Complex Assessment and do all things necessary to make sure the Complex Assessment is properly and promptly lodged, including the reasons for the escalation request for a Complex Assessment.
- (e) The Purchaser must:
 - (i) obtain the Vendor's prior written consent before amending or allowing any amendment to the Transferee Information (including by un-signing the Online Duties Form) after the time at which notice is given in accordance with special condition 15.1(b)(ii); and
 - (ii) amend, re-complete and/or re-sign the Online Duties Form within 1 Business Day of receiving a written request from the Vendor to amend, recomplete and/or re-sign the Online Duties Form. The Purchaser must give the Vendor's Legal Practitioner written notice that it has amended, recompleted and/or re-signed the Online Duties Form, as required by the Vendor's Legal Practitioner.
- (f) The Purchaser:
 - (i) warrants that the Transferee Information will be true and correct in every particular; and
 - (ii) indemnifies the Vendor against any costs, liability, loss or damage incurred or suffered directly or indirectly by the Vendor caused or contributed to by any incorrect or inaccurate Transferee Information.
- (g) If the Purchaser fails to comply with its obligations under this special condition 15:

- (i) the Vendor is not obliged to settle this Contract until the date which is 5 Business Days after the date on which the Purchaser complies with its obligations under this special condition; and
 - (ii) the Purchaser must pay interest under General Condition 26 and special condition 4.4(c) calculated from and including the Date Settlement is Due to and including the date settlement occurs.
- (h) The Purchaser acknowledges and agrees that any changes required to be made in the electronic lodgement network resulting from a Complex Assessment or for any other reason are not variations to the Date Settlement is Due or any other term of this Contract, are for administrative purposes only and are not a waiver of any of the Vendor's rights under this Contract.

15.2 Purchaser's indemnity

The Purchaser indemnifies the Vendor against all liabilities, claims, proceedings or penalties relating to any duty payable concerning this Contract, any substitute contract, any transfer or any other matter under this special condition 15, including any fines, penalties or re-assessments.

15.3 No Vendor warranties

The Purchaser acknowledges that neither the Vendor nor any other representative of the Vendor has made any warranty about:

- (a) the amount of duty or registration fees payable on the Transfer;
- (b) the availability of any building allowances or depreciation under the *Income Tax Assessment Act 1997 (Cth)*; or
- (c) any other tax related liabilities or benefits that may arise for the Purchaser as a result of this Contract, including any nomination under this Contract.

16. Included Items

16.1 Included Items

- (a) An item on the Property is included in the sale if it is a fixture and will transfer to the Purchaser at settlement upon delivery of the Transfer (**Included Items**). The Purchaser acknowledges and warrants to the Vendor that it has carried out its own investigations as to those items which are Included Items.
- (b) The Purchaser obtains ownership of the Included Items on paying the Price.

16.2 Exclusions

- (a) The sale of the Property does not include any Excluded Items.
- (b) The Vendor may (but is not obliged to) remove any Excluded Items from the Property at any time before settlement.
- (c) The Vendor must use reasonable care if the Vendor removes any of the Excluded Items from the Property.

- (d) An Excluded Item that is not removed by the date settlement occurs will be taken to be abandoned by the Vendor. The Purchaser may deal with that Excluded Item in any manner the Purchaser sees fit.

16.3 No objection

The Purchaser must not make any Purchaser Objection in relation to this special condition 16.

17. Nomination

17.1 Nomination

- (a) The Purchaser may only nominate an additional or substitute purchaser under this Contract if:
- (i) the Purchaser is not in breach of this Contract;
 - (ii) at least 10 Business Days before the Date Settlement is Due, the Purchaser delivers to the Vendor's Legal Practitioner:
 - (A) a completed and executed Nomination Deed;
 - (B) if the additional or substitute purchaser includes a corporation (as defined in the Corporations Act):
 - (1) a current ASIC search extract recording the current directors of the corporation as at the date the nominee signed the Nomination Deed; and
 - (2) a guarantee signed by the directors of that corporation in the form of the Guarantee;
 - (C) a statement by each existing guarantor of the Purchaser's obligations acknowledging that the nomination does not vitiate or limit any of the guarantor's obligations under the Guarantee; and
 - (iii) the Purchaser and the Nominee comply with the Nomination Deed in all respects.
- (b) A nomination is only effective where the Purchaser has strictly complied with special condition 17.1(a). If the Purchaser does not nominate an additional or substitute purchaser within the time period specified in special condition 17.1(a)(ii), the right of nomination is lost.
- (c) The Purchaser acknowledges and agrees that any common law or other right of the Purchaser to nominate a substitute or additional purchaser or to assign its rights under this Contract is expressly excluded from this Contract.

17.2 Purchaser's liability

- (a) The Purchaser remains liable under this Contract even if the Purchaser nominates an additional or substituted purchaser.

- (b) The Purchaser indemnifies the Vendor against any claim, action, loss, damage, liability or cost that may be brought against the Vendor or which the Vendor may pay, sustain or incur in respect of any matter (including duty) arising from a nomination under this special condition 17.

18. Insolvency Event

- (a) If an Insolvency Event occurs, the Purchaser is deemed to have repudiated this Contract and the Vendor may, without limiting any other rights and remedies under this Contract or at law, accept the Purchaser's repudiation and terminate this Contract by written notice to the Purchaser with immediate effect.
- (b) Special condition 18(a) is subject to any stay or restriction which applies because of sections 415D, 434J, 440B or 451E of the Corporations Act.

19. Goods and Services Tax

19.1 Interpretation

In this special condition 19:

- (a) terms or expressions which have a defined meaning in the GST Act have the same meaning as in the GST Act; and
- (b) any reference to a party includes the representative member of a GST group of which that party is a member.

19.2 Consideration excludes GST

Unless otherwise expressly stated, the consideration to be paid or provided under this Contract is expressed exclusive of GST.

19.3 Payment of GST

If a taxable supply is made under this Contract, for consideration which is not expressly stated to include GST, the recipient must pay to the supplier an additional amount (**GST Amount**) equal to the GST payable on that supply at the same time that the first part of the consideration for the supply is to be paid or provided.

19.4 Tax invoice

The recipient is not required to pay the GST Amount until the supplier has first issued a tax invoice to the recipient.

19.5 Adjustment events

If an adjustment event arises in respect of a supply made under this Contract, then:

- (a) a corresponding adjustment must be made to the GST Amount referred to in special condition 19.3 above;
- (b) a corresponding payment must be made by the supplier to the recipient, or by the recipient to the supplier, as the case requires; and
- (c) the supplier must issue an adjustment note to the recipient.

19.6 Reimbursement and indemnity payments

If a party is entitled to be reimbursed or indemnified for a cost or expense under this Contract, the amount of the cost or expense must first be reduced to take into account any input tax credits to which the party being reimbursed or indemnified (or the representative member of a GST group of which that party is a member) is entitled in respect of the cost or expense.

19.7 The sale of the Property is an input taxed supply

- (a) The parties agree the sale of the Property under this Contract is an input taxed supply of established residential premises.
- (b) Notwithstanding the agreement of the parties in special condition 19.71.1(a) above, if the Australian Taxation Office, or a court or tribunal, determines the sale of the Property is a taxable supply then the Purchaser must pay to the Vendor the GST Amount referred to in special condition 19.3.

19.8 GST private ruling

The Vendor has applied to the Commissioner for a private ruling to confirm the GST treatment on the sale of the Property and will advise the Purchaser of the outcome of that application as soon practicable.

19.9 No GST withholding

The Vendor confirms the Purchaser is not required to withhold and pay an amount on account of GST to the Australian Taxation Office on settlement on the basis the sale of the Property is either:

- (a) an input taxed supply of established residential premises that is not subject to GST; or
- (b) a taxable supply of non-residential property.

19.10 No merger

This special condition 19 will not merge on completion of this Contract or on the transfer of the Property.

20. Foreign resident capital gains withholding

- (a) The Purchaser acknowledges and agrees that the sale of the Property and any Included Items under this Contract is an excluded transaction for the purposes of section 14-215(1)(f)(i) of Schedule 1 to the Tax Admin Act.
- (b) The Purchaser:
 - (i) is not entitled to withhold any amount under section 14-200(3) of Schedule 1 to the Tax Admin Act from the Price payable under this Contract; and
 - (ii) must pay the entire Balance and any other amounts owing under this Contract at settlement.

21. Corporate Purchaser

21.1 Guarantee

- (a) If the Purchaser is or includes a corporation (within the meaning of the Corporations Act) that is not listed on ASX Limited ACN 008 624 691, the Purchaser must on the Day of Sale procure that each of the corporation's directors guarantee the Purchaser's obligations under this Contract on the terms of the Guarantee.
- (b) To comply with this special condition 21.1, the Purchaser must have a Guarantee executed by the directors of the corporation and deliver each properly completed and executed Guarantee to the Vendor.

21.2 If the Purchaser does not comply

The Purchaser defaults under this Contract if it does not comply with special condition 21.1. Despite any other provision of this Contract, for the purposes of General Condition 27.2(b), the notice period for any default by the Purchaser under this special condition 21.2 is one day.

21.3 Corporate warranties

- (a) If the Purchaser is a corporation, the Purchaser represents and warrants to the Vendor:
 - (i) the Purchaser is a body corporate duly formed or incorporated within the Commonwealth of Australia and is not under any disability; and
 - (ii) the consent or licence of any person or body is not required prior to the Purchaser entering into this Contract.
- (b) If this Contract has been signed by a person on behalf of a corporation, the person signing this Contract represents and warrants to the Vendor as an additional inducement to the parties entering into this Contract, that he or she has authority pursuant to the constitution of that corporation to all of the provisions contained in this Contract.

22. Purchaser buying in unequal shares

22.1 More than 1 Purchaser

If there is more than 1 Purchaser, the Purchaser must ensure that this Contract records the proportions in which each Purchaser is buying the Property (**Purchaser's Interest Proportions**). The Purchaser must do this on the Day of Sale by completing the Purchaser's Interest Proportions in the Particulars of Sale.

22.2 Proportions in the Transfer

If the proportions recorded in the Transfer are different from the Purchaser's Interest Proportions stated in this Contract, the Purchaser must pay any additional duty which is assessed as a result.

22.3 Indemnity

The Purchaser indemnifies the Vendor against any loss, damage, cost, expense, claim or demand that may be brought against the Vendor or which the Vendor may pay, sustain or incur in relation to any duty payable because of the Purchaser's Interest Proportions in this Contract or the proportions stated in the Transfer.

23. The Vendor may assign this Contract

23.1 Vendor's right to assign

The Vendor may:

- (a) assign the Vendor's rights under this Contract or in the Land to another party; and
- (b) mortgage, encumber or otherwise deal with its rights and interests under this Contract or in the Land.

23.2 Purchaser's continuing obligations

If the Vendor assigns the Vendor's rights under this Contract or in the Land to another party, on receipt of notice from the Vendor, the Purchaser must perform the Purchaser's obligations under this Contract in favour of the other party.

24. Outgoings

24.1 Statement of Adjustments

- (a) The Purchaser must prepare and deliver a Statement of Adjustments to the Vendor's Legal Practitioner at least 5 Business Days before the Date Settlement is Due.
- (b) The Purchaser must not deliver the Statement of Adjustments using any electronic lodgement network operator.
- (c) The Purchaser must provide copies of the certificates and any other information used to calculate the adjustments at the same time as the Statement of Adjustments is delivered to the Vendor's Legal Practitioner under special condition 24.1(a).

24.2 Late delivery

If the Purchaser does not comply with special condition 24.1:

- (a) the Vendor is not obliged to settle this Contract until 3 Business Days after the date on which the Purchaser delivers the Statement of Adjustments to the Vendor's Legal Practitioner; and
- (b) the Purchaser must pay interest under special condition 4.4(c) and General Condition 26 calculated from and including the Date Settlement is Due to and including the date settlement occurs.

24.3 Late settlement

- (a) If the Purchaser does not settle on time, the Vendor may:

- (i) require the Purchaser to prepare an amended Statement of Adjustments; or
 - (ii) require settlement to be effected on the basis of the original Statement of Adjustments prepared for settlement on the Date Settlement is Due.
- (b) The Purchaser must pay all amounts incurred or payable by the Vendor as a consequence of the Purchaser's failure to settle on time.

24.4 No adjustment of land tax or CIPT

- (a) Despite any other provision of this Contract, land tax and CIPT must not be adjusted at settlement, and the Purchaser is not required to pay any amount on account of or towards land tax or CIPT for which the Vendor is or may become liable, if the Price is less than or equal to the Threshold Amount.
- (b) In this special condition 24.4, **Threshold Amount** has the meaning given in section 10I of the Sale of Land Act.

24.5 Property not separately rated for Outgoings

- (a) If a separate assessment for an Outgoing has not issued for the Property by the Date Settlement is Due, that Outgoing must be apportioned to the Property by using this formula:

$$A = \frac{B \times C}{D}$$

where:

"A" means the amount to be adjusted between the parties;

"B" means the amount of the Outgoing;

- (i) where the Property is part of a subdivision with common property:

"C" means the lot liability of the Property; and

"D" means the lot liability of all lots to which the Outgoing relates; or

- (ii) where the Property is part of a subdivision with no common property:

"C" means the area of the Property; and

"D" means the total area of the land to which the Outgoing relates.

- (b) The Purchaser is solely responsible for any supplementary rates, charges and like assessments issued on or after the Date Settlement is Due.

25. Foreign Investment Review Board

25.1 Purchaser's warranty

The Purchaser warrants that:

- (a) the Purchaser is not required to give notice to FIRB under the FAAT Act of its intention to purchase the Property; or
- (b) if the Purchaser is required to give notice to FIRB under the FAAT Act of its intention to purchase the Property:
 - (i) FIRB has given notice under the FAAT Act that FIRB does not object to the acquisition of the Property by the Purchaser; or
 - (ii) the period during which FIRB must make an order under the FAAT Act concerning the acquisition of the Property by the Purchaser lapsed before the Day of Sale.

25.2 Purchaser's indemnity

The Purchaser indemnifies the Vendor against any costs, liability, loss or damage incurred or suffered directly or indirectly by the Vendor caused or contributed to by the Purchaser's breach of warranty referred to in this special condition.

26. Vendor as Receivers and Managers

26.1 Appointment of Receivers and Managers

The Receivers were appointed as the receivers and managers of the Property held by the Vendor by the Deed of Appointment (**Appointment**).

26.2 Receiver as agent

The Purchaser acknowledges and agrees that:

- (a) the Receivers execute this Contract as agent for the Vendor and not in their own right;
- (b) the Receivers have not:
 - (i) conducted a thorough due diligence investigation in relation to the Property; or
 - (ii) verified, audited, examined or reviewed any information provided by the Vendor or the Receivers to the Purchaser as to its truth, accuracy or completeness;
- (c) to the maximum extent permitted by law:
 - (i) the Receivers are not personally liable under this Contract;
 - (ii) the Receivers are released from liability to the Purchaser for any losses, actions or claims on any ground arising out of or in connection with this Contract or the sale of the Property to the Purchaser;
 - (iii) the Receivers will personally have the benefit of any provision or indemnity given by the Purchaser or any Guarantor in favour of the Vendor under or in connection with this Contract; and

- (d) the terms of the Contract and the exclusions contained within are fair and reasonable in the context of a sale involving a vendor to which receivers and managers have been appointed.

26.3 Occupation of Property

- (a) The Vendor discloses and the Purchaser acknowledges that the Receivers:
- (i) are not in occupation of the Property as at the Day of Sale and have never been in occupation of the Property;
 - (ii) have very little knowledge of the Property including the Included Items and any Excluded Items; and
 - (iii) other than the warranties in General Condition 2.3, cannot and do not provide any warranties or representations in relation to any matter disclosed in this Contract.
- (b) The Purchaser must rely entirely on its own investigations and enquiries in relation to the Property.

26.4 Termination of Contract or postponement of settlement

- (a) Despite any other provision of this Contract, the Purchaser acknowledges and agrees that if:
- (i) the Vendor is restrained or prevented from completing this Contract by injunction, court proceedings, claims by third parties, caveat, or any dispute with an occupier of the Property; or
 - (ii) is otherwise unable to transfer the Property to the Purchaser with vacant possession or in the condition required under this Contract,
- (each, and collectively, a **Vendor Encumbrance**) the Vendor may (but is not obliged) to do any or all of the following:
- (iii) end this Contract by giving notice to the Purchaser; or
 - (iv) postpone the Date Settlement is Due to a date which is no later than the date which is 6 months after the date settlement was due as shown in the Particulars of Sale, to enable the Vendor to attempt to remove or deal with a Vendor Encumbrance.
- (b) For the avoidance of doubt, the Vendor may delay the Date Settlement is Due under special condition 26.4(a)(iv) multiple times, provided that the settlement date must not be extended beyond the date which is 6 months after the original date settlement was due as shown in the Particulars of Sale.
- (c) The Purchaser will have no claim against the Vendor in respect of any delay under special condition 26.4(a)(iv) and will not be entitled to serve on the Vendor a notice to settle this Contract if the Vendor Encumbrance is not removed or dealt with by the Date Settlement is Due (including any postponed Date Settlement is Due) or at all.

- (d) If the Vendor is unable to procure the removal of or otherwise deal with the Vendor Encumbrance by the Date Settlement is Due (including any postponed Date Settlement is Due) then either party may end this Contract by giving notice to the other party.
- (e) If any proceedings are commenced to restrain or set aside the sale of the Property, the Vendor may end this Contract by giving notice to the Purchaser within 30 days after the Vendor first being served with the process originating those proceedings.
- (f) If this Contract is ended in accordance with special condition 26.4(a)(iii), 26.4(d) or 26.4(e) then:
 - (i) neither party will have any further liability to the other under this Contract;
 - (ii) the Deposit and any Net Interest on the Deposit must be refunded to the Purchaser; and
 - (iii) the ending of this Contract does not affect accrued rights arising from any breach of this Contract occurring before the date this Contract ended.

26.5 No Purchaser Objection

The Purchaser must not make any Purchaser Objection because of any matter referred to in this special condition 26, including the Receiver's right to sell.

27. Release

At settlement, the Vendor is not required to give to the Purchaser a release of any security interest to which the PPSA applies.

Guarantee

Date 2026

Parties

1. Each party listed in Part A of Schedule 1 (each and collectively the **Guarantor**)
2. The party listed in Part B of Schedule 1 (**Vendor**)

Agreed terms

This Deed witnesses that, in consideration of, among other things, the mutual promises contained in this Deed, the parties agree as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Guarantee:

- (a) terms defined in the Contract have the same meaning when used in this Deed unless otherwise defined in this Deed;
- (b) **Contract** means the contract of sale in respect of the Property between the Vendor and the Purchaser and any other agreement between the Vendor and the Purchaser concerning the Property;
- (c) **Deed** means this deed including all schedules;
- (d) **Guaranteed Moneys** means all debt and monetary liabilities of the Purchaser to the Vendor under or in relation to the Contract and in any capacity irrespective of whether the debts are present and future, actual or contingent or otherwise, are owed to or incurred for the Vendor alone or severally or jointly with any other person and whether as principal or surety;
- (e) **Loss** means any loss, damage, liability, claim, proceeding, demand, cost or expense;
- (f) **Property** means the Property as defined in the Contract;
- (g) **PPSA** means the *Personal Property Securities Act 2009 (Cth)*;
- (h) **PPS Law** means:
 - (i) the PPSA;
 - (ii) any regulation made under or pursuant to the PPSA; and
 - (iii) any legislation or regulation, or any amendment to any legislation or regulation, at any time made to implement, or as contemplated by or as a consequence of, the PPSA or any regulation made under or pursuant to the PPSA;

- (i) **Purchaser** means the purchaser listed in Part C of Schedule 1; and
- (j) **Purchaser's Obligations** means the obligations of the Purchaser to:
 - (i) pay the Guaranteed Moneys; and
 - (ii) comply with all the Purchaser's obligations under the Contract.

1.2 Interpretation

Clause 2 of the Contract applies to this Deed as if it was set out in full except that all references to "Contract" are to "Deed".

2. Consideration

The Guarantor enters into this Deed in consideration of, among other things, the Vendor entering into the Contract or agreeing to do so or for other valuable consideration received.

3. Guarantee and indemnity

3.1 Guarantee

The Guarantor irrevocably and unconditionally:

- (a) guarantees to the Vendor the payment of all Guaranteed Moneys;
- (b) undertakes with the Vendor that, whenever the Purchaser does not pay any Guaranteed Moneys in accordance with the Contract, that Guarantor will immediately on demand pay those Guaranteed Moneys as if it was the principal obligor;
- (c) if the Purchaser fails to comply with any of the Purchaser's Obligations or the Contract is rescinded or repudiated, the Guarantor:
 - (i) indemnifies the Vendor against any Loss which the Vendor incurs as a result; and
 - (ii) will pay an amount equal to the Loss to the Vendor on demand; and
- (d) undertakes with the Vendor that if, but for the application of any Law, the Purchaser would, if the Vendor exercised any power under the Contract, be obliged to pay any Guaranteed Moneys but because of the application of any Law, or because any Law prevents or stays the Vendor exercising such power, the Purchaser is not obliged to do so, that Guarantor will immediately on demand pay those Guaranteed Moneys as if they were due and payable and as if that Guarantor was the principal obligor (not subject to the application of any such Law).

3.2 Primary obligation

The Guarantor irrevocably and unconditionally and as a separate independent, additional and primary obligation undertakes with the Vendor to immediately pay to the Vendor all or part of the Guaranteed Moneys.

3.3 Indemnity

The Guarantor irrevocably and unconditionally, and as a separate, independent, additional and primary obligation, indemnifies the Vendor against, and must pay to the Vendor on demand amounts equal to any Loss sustained by the Vendor as a result of or in connection with:

- (a) the Purchaser's liabilities or obligations in respect of, or transactions relating to, the Guaranteed Moneys being void, voidable, unenforceable, invalid, illegal, ineffective or otherwise ceasing to exist;
- (b) the Vendor being prevented or stayed at Law from exercising any power under the Contract which requires the Purchaser to pay the Guaranteed Moneys;
- (c) any of the Guaranteed Moneys (or money that would have been Guaranteed Moneys if it were recoverable) not being recoverable by the Vendor from the Guarantor under clause 3.1;
- (d) the Purchaser failing, or being unable to pay, or being prevented or stayed from paying any Guaranteed Moneys,

in each case, for any reason and whether or not the Vendor knew or ought to have known about those matters.

4. Guarantee not affected by other matters

The obligations of the Guarantor under this Deed are not affected by any act, omission, matter or thing which, but for this clause 4, would or might reduce, release, discharge or prejudicially affect any obligations of the Guarantor or in any way relieve the Guarantor from any obligations under this Deed, including:

- (a) any variation, renewal, extension or replacement of the Contract;
- (b) any extension of time for compliance with the Purchaser's Obligations, any other concession, waiver or any release given to or compromise with the Purchaser or any other person or corporation (whether or not with the consent of the Guarantor);
- (c) the Purchaser assigning or transferring the whole or any part of the Contract;
- (d) the whole or any part of the Purchaser's Obligations or the Contract being illegal, void, voidable or unenforceable;
- (e) the extinguishment, repudiation, avoidance, frustration, failure, expiry, termination, loss, release, discharge, abandonment, assignment or transfer, in whole or in part and with or without consideration, of any right or power of the Vendor or the Contract;
- (f) any limitation, disability, incapacity or other circumstance relating to the Purchaser or Guarantor;
- (g) any neglect or failure by the Vendor to exercise, prosecute or enforce its rights under the Contract;
- (h) the termination of the Contract by the Vendor;
- (i) the failure by the Vendor or any other person to notify the Guarantor of any default by any person under the Contract;

- (j) the Vendor exercising or delaying or refraining or being prevented or stayed (by application of Law or otherwise) from exercising any right or power, or any right, power or remedy conferred on it under the Contract or any other document or agreement with any person;
- (k) an Insolvency Event occurring in respect of the Purchaser or the Guarantor;
- (l) the death of the Purchaser or the Guarantor;
- (m) the Purchaser's liability to pay the Guaranteed Moneys or to comply with the Purchaser's Obligations being released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way;
- (n) a payment to the Vendor under the Contract being held to be a preference or being set aside by a court;
- (o) any set-off, combination of accounts or counterclaim;
- (p) the failure of any person named as Guarantor to execute this Guarantee, or the liability of any Guarantor ceasing for any reason; or
- (q) any other matter which, but for this provision, would release the Guarantor from this Guarantee under the law relating to sureties.

5. Deferral of Guarantor's rights

5.1 Guarantor must not compete with Vendor

The Guarantor must not (unless the Vendor directs in writing otherwise, in which case the Guarantor must comply with that direction):

- (a) exercise any right which it may have to be subrogated to the Vendor or any other person;
- (b) claim to receive the benefit of any payment by the Purchaser or this Guarantee or other document or agreement of which the Vendor or any other person has the benefit;
- (c) claim or exercise any right of counterclaim or raise any defence against the Purchaser or another Guarantor or which the Purchaser or any Guarantor may have against the Vendor;
- (d) claim or exercise any right of set-off or combination of accounts against the Purchaser or any other Guarantor; or
- (e) if an Insolvency Event occurs in respect of the Purchaser, prove for or claim, or exercise any voting or other rights in respect of, any indebtedness of any nature owed to it by the Purchaser or another Guarantor.

5.2 Vendor may prove for money owed

- (a) The Guarantor authorises the Vendor to:

- (i) prove for all money that a Guarantor can claim against the Purchaser on any account; and
 - (ii) retain and carry a suspense account and, at the Vendor's discretion, appropriate any money received until the Vendor has been fully paid an amount equal to the Guaranteed Moneys. The Vendor need only account to the Guarantor for dividends it receives in excess of the Guaranteed Moneys, without interest.
- (b) Receipt of any distribution, dividend or payment by the Vendor from the Purchaser out of or relating to the liquidation of the Purchaser will not prejudice the rights of the Vendor to recover the Guaranteed Moneys by enforcement of this Deed.

6. Representations and warranties

6.1 Representations and warranties

The Guarantor represents and warrants to and for the benefit of the Vendor that:

- (a) it has received a copy of the Contract;
- (b) its details contained in Part A of Schedule 1 are true, correct and complete as at the date of this Deed;
- (c) if it is a natural person:
 - (i) he or she has legal capacity to enter into this Deed and is not a person protected by the state;
 - (ii) he or she is not bankrupt and has not committed an act of bankruptcy within the meaning of the *Bankruptcy Act 1966 (Cth)*;
 - (iii) before entering into this Deed, he or she was advised by the Vendor to obtain independent legal and financial advice regarding the meaning and consequences of, and the financial risks involved in undertaking, the obligations created by this Deed; and
 - (iv) as a result of receiving independent legal and financial advice before entering into this Deed, he or she is aware of and has fully understood the meaning and consequences of, and has accepted the financial risks involved in undertaking, the obligations created by this Deed; and
- (d) if it is not a natural person:
 - (i) it is a corporation limited by shares, duly incorporated or registered (or taken to be registered) and validly existing under the Corporations Act;
 - (ii) it has the power and full legal capacity and has taken all necessary corporate action to enter into, deliver and perform this Deed and the transactions contemplated by this Deed;
 - (iii) the obligations expressed to be assumed by it in this Deed (subject to Laws generally affecting creditors' rights and to any stamping and registration requirements) legal, valid and binding obligations enforceable against it in accordance with their terms;

- (iv) the entry into and performance by it of, and the transactions contemplated by, this Deed party are for its commercial benefit and in its commercial interests; and
- (v) it is solvent and will not become insolvent as a result of the entry into and performance by it of this Deed and the transactions contemplated by this Deed.

6.2 Reliance

The Guarantor acknowledges that the Vendor has entered into this Deed and the Contract in reliance on the representations and warranties contained in clause 6.1.

6.3 PPSA

- (a) The Guarantor grants to the Vendor a Security Interest in all its present and future property (including real property) as security for payment of Guaranteed Moneys and the observance and performance by the Purchaser of the Purchaser's Obligations. This Security Interest is a charge.
- (b) The Vendor is not obliged to discharge the Security Interest under the clause unless the Guaranteed Moneys have been unconditionally and irrevocably paid in full and the Guarantor and the Purchaser have fully observed and performed their respective obligations under this Deed and the Contract. Any discharge under this clause is subject to reinstatement under clause 8.
- (c) The Guarantor agrees not to make an amendment demand in connection with any registration by the Vendor except in the case of manifest error in the registration.
- (d) The Guarantor must at its cost do anything (including amending this Deed, executing any new document or obtaining consents) that the Vendor requests to:
 - (i) ensure that any Security Interest that may arise under this Deed (or any ancillary document to the Contract) is effective, perfected and enforceable;
 - (ii) better secure the position of the Vendor under this Deed (or any ancillary document to the Contract);
 - (iii) ensure that any Security Interest that may arise under this Deed (or any ancillary document to this Deed) has the priority it is intended to have; and
 - (iv) enable the Vendor to register or otherwise perfect, amend any registration, or give any notification in connection with any Security Interest that may arise under this Deed (or any ancillary document to this Deed) so that it has the priority required by the Vendor.
- (e) The Guarantor must comply with any notice received pursuant to the Contract within the time stipulated in the notice provided by the Vendor.

6.4 General PPSA provisions

- (a) The Guarantor irrevocably and unconditionally waives its right to receive from the Vendor any notice under the PPS Law (including notice of a Verification Statement) unless such notice is mandatory and cannot be excluded under PPS Law. If PPS Law requires a period of notice or a lapse of time cannot be excluded but provides

that the period of notice or lapse of time may be agreed that period or lapse is 1 day or the minimum period which the Law allows to be agreed (whichever is longer).

- (b) Nothing in this Deed constitutes an agreement that a Security Interest attaches later than the time provided under section 19(2) of the PPSA. The Vendor has not agreed to subordination any Security Interest to any other interest, except to the extent expressly stated in this Deed.
- (c) The Guarantor must notify the Vendor immediately if:
 - (i) it (or the trustee of which it is a trustee) changes its ACN, ABN, ARBN or name; or
 - (ii) it becomes a trustee of a trust or a partner in a partnership which is not identified in the Contract.
- (d) The parties agree that the subject matter referred to in section 275(1) of the PPSA is confidential and each party must not disclose any such information to a third party.
- (e) The Guarantor must not register a Security Interest against the Vendor without its prior written consent.

6.5 Contracting out

- (a) The parties agree that the following provisions of the PPSA do not apply and, for the purposes of section 115 are "contracted out" of these terms, namely sections 95, 96, 117, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143.
- (b) The parties agree that the Vendor has the power to retain, deal with or dispose of any property seized by it in the manner specified in sections 123, 125, 126, 128, 129 and 134(1) of the PPSA and in any other manner it deems fit.

7. Notices

7.1 Giving notices

Any notice or other communication (**Notice**) to or by a party under this Deed:

- (a) must be given by personal service, by prepaid priority or express post, or subject to this clause 7.1 by email;
- (b) must be in writing (and for the purposes of this clause, a Notice in the body of or attached to an email is in writing), legible and in English addressed (depending on the manner in which it is given) as specified in Schedule 1, or as otherwise specified in any updated details last notified by the party to the sender by not less than 5 Business Days Notice given in accordance with this clause (**Specified Contact Details**); and
- (c) must be signed by the sender (if an individual) or by that party's authorised officer, agent or representative. A party receiving a Notice is not obliged to enquire as to the authority of the person signing the Notice. A Notice attached to an email in portable document format (.pdf) or another appropriate and commonly used format and signed by the sender in accordance with this clause 7.1 complies with this clause and in that case, the covering email need not be so signed.

7.2 Receipt of Notices

- (a) A Notice given under clause 7.1 is taken to be given by the sender and received by the recipient (whether or not the recipient actually receives it):
 - (i) if delivered in person, when it is left at the recipient's address set out in the Specified Contact Details;
 - (ii) if posted to the recipient's address set out in the Specified Contact Details, at 9.00 am on the third day after the date of posting; or
 - (iii) if sent by email, immediately after the time the email is sent to the recipient's email address set out in the Specified Contact Details, as recorded on the sender's email system, unless the sender receives, within that time period, an automatic notification (other than an out of office message) indicating that the email has not been delivered.
- (b) If any delivery or receipt would be deemed by clause 7.2(a) to be on a day that is not a Business Day or after 5.00 pm (recipient's time), it is deemed to have been received at 9.00 am (recipient's time) on the next Business Day.
- (c) If the party to which a Notice is to be given consists of more than 1 person, the Notice will be treated as given to that party if given to any of those persons.

7.3 Notices given by email

Despite any other provision of this clause 7, if any Notice is to be given under this Deed by email:

- (a) the email itself (whether or not the Notice is attached to it) must be signed by typing the signatory's name after the substantive text of the email;
- (b) any Notice attached to the email must be signed in accordance with clause 7.1(c);
- (c) the email must be in an appropriate and commonly used format; and
- (d) any attached file must be a .pdf, .jpeg, .tiff or other appropriate and commonly used format.

8. Non-avoidance of payments

If any payment or transaction in connection with this Deed or the Guaranteed Moneys is at any time claimed to be void, voidable or unenforceable for any reason, including any legal limitation, disability or incapacity of or affecting the Guarantor or any other thing and whether or not:

- (a) any payment or transaction relating to the Guaranteed Moneys was illegal, void or substantially avoided; or
- (b) anything was or ought to have been within the knowledge of the Vendor,

and that claim is upheld, conceded or compromised, then the Guarantor:

- (c) must, within 3 Business Days of demand by the Vendor, indemnify the Vendor against any Loss arising as a result of or in connection with the avoided payment or transaction;
- (d) acknowledges that any liability of the Guarantor under this Deed and any right and power of the Vendor is the same as if the avoided payment or transaction had not been made or occurred; and
- (e) on request from the Vendor, agrees to do anything (including signing any document) to restore to the Vendor this Deed.

9. General saving provisions

9.1 Exclusion of moratorium

To the full extent permitted by Law, a provision of any legislation which directly or indirectly:

- (a) lessens, varies or affects in favour of the Guarantor any obligations under this Deed; or
- (b) stays, postpones or otherwise prevents or prejudicially affects the exercise of any right or power of the Vendor,

is negated and excluded from this Deed and all relief and protection conferred on the Guarantor by or under that legislation is also negated and excluded.

9.2 Continuing indemnity

Each indemnity and reimbursement obligation of the Guarantor in this Deed:

- (a) is an additional, separate and independent obligation of the Guarantor and no one indemnity limits the general nature of any other indemnity;
- (b) is a continuing obligation of the Guarantor, despite any settlement of account or intermediate payment or the occurrence of any other thing, and remains in full force and effect until all of the Guaranteed Moneys have been irrevocably paid in full; and
- (c) survives termination of this Deed and the Contract.

The Vendor need not incur an expense or make a payment before enforcing an indemnity or reimbursement obligation in this Deed.

9.3 Guarantor's obligations

- (a) The Guarantor's obligations in this Deed are principal obligations and the Vendor need not:
 - (i) make a demand on the Purchaser; or
 - (ii) exercise any rights against the Purchaser,before exercising any rights against the Guarantor.

- (b) The obligations of the Guarantor are absolute and unconditional and are not wholly or partially discharged by the payment of any Guaranteed Moneys, the settlement of any account or anything else.
- (c) The Guarantor is not released from its liability and obligations under this Deed until all of the Purchaser's Obligations are satisfied to the Vendor's satisfaction.

9.4 Immediate recourse

The Guarantor waives any right it may have to require the Vendor to proceed against, or enforce any other rights or Security Interest granted in favour of the Vendor under the Contract or claim payment from, any other person before claiming from that Guarantor under this Guarantee and Indemnity. This waiver applies irrespective of any Law or any provision of the Contract to the contrary.

9.5 No obligation to marshal

Before the Vendor enforces this Deed or exercises a right or power under this Deed, it is not required to marshal any Security Interest granted in its favour under the Contract, or to recover or apply any money or asset, which it holds or is entitled to claim at any time.

9.6 No reliance

The Guarantor acknowledges and confirms that it has not entered into this Deed in reliance on any representation, warranty, promise or statement made by or on behalf of the Vendor and it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with this Deed including the financial condition, status and nature of the Purchaser.

10. General

10.1 Further assurance

The Guarantor agrees to do anything the Vendor requests for the purposes of binding it under this Deed or enabling the Vendor to exercise any powers under this Deed. This includes obtaining consents, signing and producing documents and getting documents completed and signed.

10.2 Performance of Guarantor's obligations

If a time is not specified for the payment by the Guarantor of any amount under this Deed, that amount must be paid on written demand by the Vendor. If a time is not specified for the performance by the Guarantor of any other obligation under this Deed, that obligation must be performed promptly.

10.3 Vendor's certificates

A certificate signed by the Vendor in relation to:

- (a) any amount, calculation or payment of the Guaranteed Moneys; or
- (b) any other amount, calculation or payment or Loss under this Deed,

is sufficient evidence (in each case) of that amount, calculation, payment or Loss (as the case may be) as at the date stated on the certificate, unless it is manifestly incorrect or the contrary is proved.

10.4 Severability

Any provision of this Deed which is illegal or invalid in any jurisdiction must in relation to that jurisdiction be:

- (a) read down to the minimum extent necessary to achieve its legality or validity (if applicable); and
- (b) severed from this Deed in any other case,

without invalidating or affecting the remaining provisions of this Deed or the legality or validity of that provision in any other jurisdiction.

10.5 Variation

This Deed cannot be amended or varied except by deed properly executed and delivered by the Guarantor and the Vendor.

10.6 Governing law and jurisdiction

- (a) This Deed is governed by and must be construed in accordance with the Laws of Victoria.
- (b) The parties submit to the exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia in respect of all matters arising out of or relating to this Deed, its performance or subject matter.
- (c) Each party waives any rights to:
 - (i) object to the venue of any proceedings; or
 - (ii) claim that the proceedings have been brought in an inconvenient forum or that the courts of another place are a more convenient forum,

if the proceedings have been brought in a court referred to in clause 10.6(b).

10.7 Counterparts

- (a) A party may execute this Deed by signing any counterpart. Each counterpart is an original and all counterparts, taken together, constitute the same document.
- (b) A copy of a counterpart that is electronically scanned and emailed to each other party or their authorised representative:
 - (i) must be treated as an original counterpart;
 - (ii) is sufficient evidence of the execution of the original; and
 - (iii) may be produced in evidence for all purposes in place of the original.
- (c) By executing this Deed, a party intends:

- (i) to be immediately bound by this Deed; and
- (ii) for such execution to constitute delivery of this Deed to each other party.

Nothing in this clause 10.7 should be taken to exclude any statutory or common law principle applicable to the proper execution and delivery of a deed.

10.8 Electronic signatures

- (a) To the extent permitted by law, a party may sign this Deed electronically, including by using software or a platform for the electronic execution of contracts.
- (b) A print out of the executed Deed once all parties signing electronically have done so, will be an executed original counterpart of the Contract, irrespective of which party prints it.
- (c) Each party that signs this Deed electronically represents and warrants that it or anyone signing on its behalf:
 - (i) has been duly authorised to enter into and execute this Deed electronically and to create obligations that are valid and binding obligations on the party;
 - (ii) has affixed their own electronic signature; and
 - (iii) where applicable, holds the position or title indicated under their electronic signature,and each party is estopped from asserting otherwise.
- (d) No person may challenge the validity of this Deed by virtue only of the fact that it has been electronically signed by or on behalf of any party.

Schedule 1: Party Details

Part A: Guarantor details

Name	
ACN	
Capacity	
ABN	
Address	
Email	

Name <i>(per an Australian driver's licence)</i>	
Date of Birth <i>(per an Australian driver's licence)</i>	
Capacity	
ABN	
Address	
Email	

Part B: Vendor details

Name	
ACN	
Capacity	
Address	
Email	

Part C: Purchaser details

Name	
ACN	
Capacity	
Address	
Email	

Executed as a deed:

If the Guarantor is one or more individuals:

Signed by:	
.....
Name	Signature
.....
Name	Signature

If the Guarantor is a company:

Executed by:	
.....
Company name	ACN
in accordance with section 127(1) of the <i>Corporations Act 2001 (Cth)</i> :	
.....
Signature of director	Signature of director or company secretary*
*delete if sole director company	*delete whichever does not apply
.....
Name (please print)	Name (please print)

Nomination Deed

Schedule: Nomination Deed

Day of Sale:	
Vendor:	
Purchaser:	
Nominee:	
Property:	
Current residential address:	
Daytime & after hours phone number:	
Email address:	
Tax file number or ABN:	
Date of birth (if individual):	
FIRB status: <i>The Nominee declares that it / they:</i>	<input type="checkbox"/> are a foreign person as defined in the <i>Foreign Acquisitions and Takeovers Act 1975 (Cth)</i> requiring approval to purchase the Property
	<input type="checkbox"/> <ul style="list-style-type: none"> ○ are an Australian citizen; ○ are a New Zealand citizen; or ○ are holding an Australian Permanent Resident Visa.
	<input type="checkbox"/> will, following settlement, hold the Property as: <input type="checkbox"/> joint proprietors; or <input type="checkbox"/> tenants in common.
Note: Complete if more than one nominee is nominated or an additional purchaser is nominated. If this section is not completed, the nominees are deemed to purchase as joint proprietors.	

Background

- A. The Purchaser has purchased the Property pursuant to a contract of sale between the Vendor and the Purchaser dated the Day of Sale (**Contract**).
- B. The Purchaser nominates the Nominee as nominee purchaser pursuant to special condition 17 of the Contract.
- C. This Deed is made by the Nominee and the Purchaser and delivered to the Vendor in accordance with special condition 17 of the Contract.

Agreed terms

1. Definitions

In this Deed, capitalised terms have the same meaning as defined in the Contract unless otherwise defined.

2. Nomination of substitute or additional purchaser

- (a) The Purchaser nominates the Nominee as substitute or additional purchaser to take a transfer or conveyance of the Property instead of the Purchaser pursuant to special condition 17 of the Contract.
- (b) The Purchaser and Nominee acknowledge that they are jointly and severally responsible for performing the Purchaser's obligations under the Contract.

3. Nominee's covenant to Vendor

The Nominee covenants with the Vendor that:

- (a) it will comply with all terms of the Contract and satisfy all of the Purchaser's obligations under the Contract;
- (b) the Nominee:
 - (i) makes all representations and warranties to the Vendor on terms identical to all representations and warranties made by the Purchaser to the Vendor in the Contract; and
 - (ii) indemnifies the Vendor on terms identical to any indemnity given by the Purchaser to the Vendor under the Contract; and
- (c) settlement will occur on time in accordance with the Contract.

4. Nominee warranty

The Nominee represents and warrants to the Vendor that:

- (a) it is either:
 - (i) not required to give notice of its intention to purchase the Property under the FAAT Act; or
 - (ii) is required to give notice of its intention to purchase the Property under the FAAT Act and FIRB has given notice under the FAAT Act that FIRB does not object to the acquisition of the Property by the Nominee; and
- (b) the nomination of the Nominee by the Purchaser does not involve the payment of any additional consideration to the Purchaser or otherwise constitute a resale by the Purchaser.

Executed by the Nominee as a deed:

Dated:

day of	20
--------	----

insert execution clause

Executed by the Purchaser as a deed:

Dated:

day of	20
--------	----

insert execution clause

K&L GATES

klgates.com

Vendor's statement

2-20 Lings Road, Wallington, Victoria 3222

Lings Estate CT Pty Ltd ACN 659 695 431
(Receivers and Managers Appointed)
(Vendor)

K&L Gates
Melbourne office
Ref: bassalm.grintew

Vendor's statement

Section 32 Sale of Land Act 1962

Vendor: Lings Estate CT Pty Ltd ACN 659 695 431 (Receivers and Managers Appointed)

Property: 2-20 Lings Road, Wallington, Victoria 3222

1. Title

Copies of these documents concerning title are attached:

- register search statement for certificate of title volume 8982 folio 970;
- plan of subdivision number LP098293;
- registered statutory charge dealing number BA286065Q;
- registered mortgage dealing number AV858594B;
- company search of the Vendor;
- Deed of Appointment as Receivers and Managers dated 30 March 2026; and
- any other document evidencing the Vendor's title or the Vendor's right to sell.

In this Vendor's statement, these documents are called the **Title Documents**.

2. Restrictions

2.1 Details

Information about registered or unregistered restrictions (for example: an easement or covenant) affecting the Property is set out in the attached copies of these documents:

- Title Documents; and
- certificates.

2.2 Compliance

The existing failures to comply with any restrictions are:

The Vendor is not aware of any existing failures to comply with any restrictions.

3. Planning

3.1 Details

Information about a planning scheme applicable to the Property is set out in the attached copy of the planning certificate.

4. Road Access

There is access to the Property by road.

5. Bushfire-prone area

The Property is in an area that is designated as a bushfire-prone area under s192A of the *Building Act 1993 (Vic)*.

6. Outgoings

6.1 Details

Information about outgoings affecting the Property (for example: rates, taxes, charges, owners corporation fees) and interest on any unpaid outgoings is set out in the attached certificates.

6.2 Additional amounts

The Purchaser may have to pay land tax when the Purchaser owns the Property. The extent of the Purchaser's liability for land tax depends on how much land the Purchaser owns and how the land is used. To the extent that land tax is payable under the Contract, the Purchaser's proportion of land tax at settlement will be calculated by the method set out in the Contract.

The Purchaser may also have to pay connection fees for services, for example, electricity, internet and/or telephone.

6.3 Commercial and Industrial Property Tax Reform Act 2024 (Vic)

(a) The Australian Valuation Property Classification AVPCC No. 117 Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows:

(b) Is the land tax reform scheme land within the meaning of the CIPT Act? Yes No

(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows: Date: OR Not applicable

7. Statutory charges

7.1 Details

Statutory charge dealing number BA286065Q is registered over the Property pursuant to section 96(1) of the *Land Tax Act 2005 (Vic)*.

8. Services

8.1 Details

Information about the supply of services.

To the Vendor's knowledge, the following services are not connected:

- Gas
- Sewerage

9. Notices

9.1 Details of notices generally

The only notices, orders, declarations, reports or recommendations of a public authority or government department or approved proposal directly and currently affecting the Property, being notices, orders, declarations, reports, recommendations or approved proposals of which the Vendor might reasonably be expected to have knowledge, are set out in the attached certificates.

10. Building permits

Information about all building permits that have issued in the preceding 7 years under the *Building Act 1993 (Vic)* in relation to a residence on the Property is attached.

11. Growth Areas Infrastructure Contribution

(a) GAIC

Not applicable.

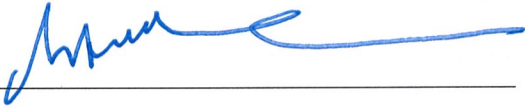
(b) Work-in-kind agreement

Not applicable.

Date of this statement:

12 May 2020

Signed by the Vendor or on behalf of the Vendor with the Vendor's authority



The Purchaser acknowledges being given a copy of:

- (a) this statement signed by the Vendor; and
- (b) a due diligence checklist in the form approved by the Director of Consumer Affairs Victoria, a copy of which is attached to this statement,

before the Purchaser signed any contract concerning the Property.

Date of this acknowledgement:

Signed by the Purchaser or on behalf of the Purchaser with the Purchaser's authority

Title

Register search statement for certificate of title volume 8982 folio 970

Registered statutory charge dealing number BA286065Q

Registered mortgage dealing number AV858594B

Company search of the Vendor

Deed of Appointment as Receivers and Managers dated 30 March 2026

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

VOLUME 08982 FOLIO 970

Security no : 124133803368K
Produced 15/04/2026 12:51 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 098293.
PARENT TITLE Volume 08656 Folio 135
Created by instrument LP098293 17/07/1973

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LINGS ESTATE CT PTY LTD of 15 PAKINGTON STREET GEELONG WEST VIC 3218
AV858593D 15/07/2022

ENCUMBRANCES, CAVEATS AND NOTICES

STATUTORY CHARGE Section 96(1) Land Tax Act 2005
BA286065Q 08/04/2026

MORTGAGE AV858594B 15/07/2022
JUDO BANK PTY LTD

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 LP098293 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
BA286065Q (E)	STATUTORY CHARGE Registered	08/04/2026

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

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

Street Address: 2-20 LINGS ROAD WALLINGTON VIC 3222

ADMINISTRATIVE NOTICES

NIL

eCT Control 16667Y GADENS LAWYERS
Effective from 15/07/2022

DOCUMENT END



Department of Transport and Planning

Electronic Instrument Statement

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

Produced 15/04/2026 12:51:54 PM

Status	Registered	Dealing Number	BA286065Q
Date and Time Lodged	08/04/2026 11:34:00 AM		

Lodger Details

Lodger Code	14556U
Name	COMMISSIONER OF STATE REVENUE
Address	
Lodger Box	
Phone	
Email	
Reference	

NOTICE OF STATUTORY CHARGE

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Land Title Reference

8982/970

Applicant

Name	COMMISSIONER OF STATE REVENUE
Address	
Floor Type	LEVEL
Floor Number	2
Street Number	121
Street Name	EXHIBITION
Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3000

Legislation

Section 96 Land Tax Act 2005

Liability

Unpaid Land Tax



Department of Transport and Planning

Electronic Instrument Statement

The applicant certifies that the land is charged with the amount specified (if any) under the specified legislation:

Execution

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	COMMISSIONER OF STATE REVENUE
Signer Name	ANTHONY LUDLOW
Signer Organisation	COMMISSIONER OF STATE REVENUE
Signer Role	AUTHORISED SIGNATORY
Execution Date	08 APRIL 2026

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Department of Transport and Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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

Produced 15/04/2026 12:51:54 PM

Status	Registered	Dealing Number	AV858594B
Date and Time Lodged	15/07/2022 01:16:13 PM		

Lodger Details

Lodger Code	16667Y
Name	GADENS LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	30002863 (AVK) (WOW)

MORTGAGE

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Estate and/or Interest being mortgaged

FEE SIMPLE

Land Title Reference

8982/970

Mortgagor

Name	LINGS ESTATE CT PTY LTD
ACN	659695431

Mortgagee

Name	JUDO BANK PTY LTD
ACN	615995581
Australian Credit Licence	501091
Address	
Floor Type	LEVEL
Floor Number	3
Street Number	40
Street Name	CITY
Street Type	ROAD



Department of Transport and Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Locality SOUTHBANK
State VIC
Postcode 3006

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference AA3372
(b) Additional terms and conditions
Nil

Mortgagee Execution

1. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to verify the identity of the mortgagee or his, her or its administrator or attorney.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
(a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
(b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
5. The Certifier has retained the evidence supporting this Registry Instrument or Document.

Executed on behalf of	JUDO BANK PTY LTD
Signer Name	ANNALISE VIRGINIA KENNEDY
Signer Organisation	GADENS LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	15 JULY 2022

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

ASIC EXTRACT SNAPSHOT

CURRENT ORGANISATION DETAILS

Date Extracted	17/04/2026
Extract Order Date	17/04/2026
ACN	659 695 431
ABN	90 659 695 431
Current Name	LINGS ESTATE CT PTY LTD
Registered In	Victoria
Registration Date	25/05/2022
Review Date	25/05/2026
Company Type	ACN (Australian Company Number)
Current Directors	MATHEW JOSEPH DYER, DEAN GREGORY TREMBATH
Current Secretaries	MATHEW JOSEPH DYER

Start Date	30/03/2026
Name	LINGS ESTATE CT PTY LTD
Name Start Date	25/05/2022
Status	** Under External Administration And/Or Controller Appointed **
Type	Australian Proprietary Company
Class	Limited By Shares
Sub Class	Proprietary Company
Disclosing Entity	No

Share Structure (Displaying Top 4 Only)

[Go to full ASIC Results](#)

Class	Class Type	Shares Issued	Amount Paid
ORD	ORD	180	\$180.00

(creditor)watch - Credit Score (0)

[Go to full Credit Report](#)



Risk Data Summary

Court Judgments 0 Payment Defaults 0 Insolvency Notices 1 Mercantile Enquiries 0 Credit Enquiries 8

| DOW JONES - PEPs, Sanctions & Adverse media

No search results from authority for this organisation.

ASIC Data Extracted 17/04/2026 at 15:29

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 659 695 431 LINGS ESTATE CT PTY LTD -

ACN (Australian Company Number):	659 695 431	Document No.
ABN:	90 659 695 431	
Current Name:	LINGS ESTATE CT PTY LTD	
Registered in:	Victoria	
Registration Date:	25/05/2022	
Review Date:	25/05/2026	
Company Bounded By:		

- Current Organisation Details -

Name:	LINGS ESTATE CT PTY LTD
Name Start Date:	25/05/2022
Status:	** Under External Administration And/Or Controller Appointed **
Type:	Australian Proprietary Company
Class:	Limited By Shares
Sub Class:	Proprietary Company

- Company Addresses -

- <u>Registered Office</u>		3EBI97295
Address:	C/- ADVISORY PARTNERS 15 PAKINGTON STREET GEELONG WEST VIC 3218	
Start Date:	25/05/2022	

- <u>Principal Place of Business</u>		3EBI97295
Address:	2-20 LINGS ROAD WALLINGTON VIC 3222	
Start Date:	25/05/2022	

- Company Officers -
Note:

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

[Director](#)

Name: MATHEW JOSEPH DYER 3EBI97295
Address: 13 CHERYL CRESCENT BELMONT VIC 3216
Birth Details: 11/10/1984 TRARALGON VIC
Appointment Date: 25/05/2022
Cease Date:

Name: DEAN GREGORY TREMBATH 6EFBQ2570
Address: 22 BOND STREET NEWTOWN VIC 3220
Birth Details: 31/10/1989 MULGRAVE VIC
Appointment Date: 25/05/2022
Cease Date:

Secretary

Name: MATHEW JOSEPH DYER 3EBI97295
Address: 13 CHERYL CRESCENT BELMONT VIC 3216
Birth Details: 11/10/1984 TRARALGON VIC
Appointment Date: 25/05/2022
Cease Date:

Receiver Manager

Name: BRUNO ANTHONY ROBERT SECATORE 7EDY21567
Address: 'SSB ADVISORY' LEVEL 24 570 BOURKE STREET MELBOURNE VIC 3000
Birth Details:
Appointment Date: 30/03/2026
Cease Date:

Name: GLENN JOHN SPOONER 7EDY21567
Address: GLENN SPOONER 'SSB ADVISORY' LEVEL 24 570 BOURKE STREET MELBOURNE VIC 3000
Birth Details:
Appointment Date: 30/03/2026
Cease Date:

- Share Structure -

Current

Class: ORD 3EBI97295
Number of Shares Issued: 180
Total Amount Paid / Taken to be Paid: \$180.00

Total Amount Due and Payable: \$0.00

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -

Current

- Holding -

Class:	ORD	Number Held:	18	3EBI97295
Beneficially Owned:	Yes	Fully Paid:	Yes	

- Members -

Name:	COREY JON ENRIGHT
Address:	145A BARRABOOL ROAD HIGHTON VIC 3216
Joint Holding:	No

- Holding -

Class:	ORD	Number Held:	18	3EBI97295
Beneficially Owned:	Yes	Fully Paid:	Yes	

- Members -

Name:	MAX LEWIS MCKAY
Address:	146 BARRABOOL ROAD HIGHTON VIC 3216
Joint Holding:	No

- Holding -

Class:	ORD	Number Held:	72	3EBI97295
Beneficially Owned:	Yes	Fully Paid:	Yes	

- Members -

Name:	MATHEW JOSEPH DYER
Address:	13 CHERYL CRESCENT BELMONT VIC 3216
Joint Holding:	No

- Holding -

Class:	ORD	Number Held:	72	6EFBQ2570
Beneficially Owned:	Yes	Fully Paid:	Yes	

- Members -

Name:	DEAN GREGORY TREMBATH
Address:	22 BOND STREET NEWTOWN VIC 3220
Joint Holding:	No

- External Administration Documents -

Note:

Documents relating to External Administration and/or appointment of Controller.
This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
504		02/04/2026	10/04/2026	0	032782976
504B	NOTIFICATION OF APPOINTMENT OF A RECEIVER AND MANAGER				
505		30/03/2026	30/03/2026	4	7EDY21567
505B	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER				

- Charges -

[There are no charges held for this organisation.](#)

Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.
At that time ASIC transferred all details of current charges to the PPS Registrar.
ASIC can only provide details of satisfied charges prior to that date.
Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au.
InfoTrack may cap documents for on-file searches to 250.

- Document List -

Notes:

- * Documents already listed under Registered Charges are not repeated here.
- * Data from Documents with no Date Processed are not included in this Extract.
- * Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.
- * The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.
- * In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
484	23/08/2024	23/08/2024	2	23/08/2024	6EFBQ2570
484	Change to Company Details				
484A1	Change Officeholder Name or Address				
484A2	Change Member Name or Address				
201	25/05/2022	25/05/2022	3	25/05/2022	3EBI97295
201C	Application For Registration as a Proprietary Company				

- Company Contact Addresses -

- Contact Address for ASIC use only

Address: PO BOX 2111 GEELONG VIC 3220

Start Date:

25/05/2022

*** End of Document ***

K&L GATES

Deed of Appointment of Receivers and Managers

Judo Bank Pty Ltd
ACN 615 995 581

and

Bruno Anthony Robert Secatore

and

Glenn Spooner

K&L Gates
Melbourne office
Ref: .8005167.00007

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Deed of Appointment of Receivers and Managers

Date: 30 March 2026

Parties

1. **Judo Bank Pty Ltd** ACN 615 995 581 of Queen and Collins, 376-390 Collins Street, Melbourne VIC 3000 (**Lender**)
2. **Bruno Anthony Robert Secatore** and **Glenn Spooner** of SSB Advisory, Level 24, 570 Bourke Street, Melbourne VIC 3000 (**Receivers**)

Background

- A. The Security Provider has granted to the Lender the Security over the Secured Property.
- B. The Security is now enforceable and the Lender is entitled to appoint receivers and managers of the Secured Property under the Security.

Operative Provisions

1. Definitions and interpretation

1.1 Definitions

In this Deed:

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

Corporations Act means the *Corporations Act 2001* (Cth);

Deed means this deed including the background, any schedules and any annexures;

Receivership means the receivership and management of the Secured Property by the Receivers in accordance with this Deed;

Secured Property means all of the assets of the Security Provider which have been mortgaged, charged or secured in favour of the Lender under the Security;

Security means, in respect of the Security Provider, the security interests granted by or pursuant to the 'Security Documents' listed in the table in the Schedule; and

Security Provider means each person or entity in the column 'Security Provider' in the table in the Schedule.

1.2 Interpretation

In this Deed, unless the context requires otherwise:

- (a) where there is more than one security referred to in the Schedule a reference to "the Security" includes each security. Where there is more than one security

provider referred to in the Schedule a reference to "the Security Provider" includes each security provider.

- (b) the singular includes the plural and vice versa;
- (c) a gender includes the other genders;
- (d) headings are used for convenience only and do not affect the interpretation of this Deed;
- (e) other grammatical forms of a defined word or expression have a corresponding meaning;
- (f) a reference to a document is to that document as amended, novated, supplemented, extended or restated from time to time;
- (g) a reference to a party is to a party to this Deed and includes that party's executors, administrators, successors, permitted assigns and permitted substitutes;
- (h) "person" includes a natural person, partnership, body corporate, association, joint venture, governmental or local authority, and any other body or entity whether incorporated or not;
- (i) "month" means calendar month and "year" means 12 consecutive months;
- (j) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) is to that statute as amended, consolidated, re-enacted or replaced from time to time;
- (k) "include", "for example" and any similar expressions are not used, and must not be interpreted, as words of limitation;
- (l) money amounts are stated in Australian currency unless otherwise specified;
- (m) a reference to a time of day is to that time in Melbourne, Victoria, Australia;
- (n) a reference to any agency or body that ceases to exist, is reconstituted, renamed or replaced, or has its powers or functions removed (**defunct body**) is to the agency or body that performs most closely the powers or functions of the defunct body;
- (o) any provision in this Deed which is in favour of more than one person benefits all of them jointly and each of them severally; and
- (p) any provision in this Deed which binds more than one person binds all of them jointly and each of them severally.

2. Appointment

- (a) The Lender, being entitled under the powers conferred by the Security to appoint receivers and managers of the Secured Property, in the exercise of such powers hereby appoints the Receivers jointly and each of them severally as receivers and managers of the Secured Property, with all the powers conferred upon the Receivers by the Security and by law.
- (b) The Receivers accept this appointment by their execution of this Deed.
- (c) Each Receiver:

- (i) represents and warrants that he or she is qualified to accept the appointment under this Deed and is not disqualified from acting as a receiver and manager of the Secured Property pursuant to section 418 of the Corporations Act; and
- (ii) undertakes to immediately notify the Lender in writing if the above representation and warranty ceases to be correct.

3. Insurance

Each of the Receivers appointed by this Deed will ensure, as far as reasonably practicable, that any insurance policy entered into by the Receivers in their role as receivers and managers of the Secured Property notes the interest of the Lender.

4. Reporting

The Receivers must:

- (a) update the Lender on the progress of the Receivership upon request by the Lender; and
- (b) provide any other information concerning the Receivership, the Secured Property or the Security Provider that the Lender reasonably requests.

5. Remuneration

- (a) The Lender fixes the remuneration of the Receivers for work done by them, their partners, employees and clerks in the course of the Receivership at the cost of the Receivership calculated on the normal time basis on hourly rates usually charged by SSB Advisory, for work done on liquidations or on receiverships in Victoria.
- (b) The remuneration referred to in clause 5(a) and costs, charges and expenses incurred by the Receivers that are the subject of the indemnity separately provided to the Receivers by the Lender in relation to the Receivership shall be drawn by the Receiver at the end of each calendar month from bank accounts operated by them in the name of the Security Provider.

6. Termination

The Lender may, without prejudice to any or all other rights and remedies it may have under this Deed or applicable law, terminate any Receiver's appointment (in whole or in part) at any time by at least 3 days' notice in writing to the Receiver. Upon termination, the Receiver shall promptly give up possession and control of the Secured Property to or as directed by the Lender.

7. Agency

To the extent permitted by law, the Receivers shall be the agents of the Security Provider and the Security Provider shall be solely responsible for:

- (a) the Receivers' acts and defaults; and
- (b) the Receivers' remuneration,

unless and until the Lender otherwise directs in writing. The Lender shall not be responsible or liable for the Receivers' acts or defaults to any person having dealings with him or her on any account whatsoever.

8. Notices

- (a) Any notice to or by a party under this Deed must be in writing by e-mail and in English addressed as specified below (or an alternate e-mail address notified by the party in accordance with this clause):
- (i) if to the Lender:
- Attention: Aaron Sonnberger (Director, Asset Management)
- Email: aaron.sonnberger@judo.bank
- (ii) if to the Receivers:
- Attention: Bruno Secatore
- Email: bsecatore@ssbadvisory.com.au
- (b) A notice given under clause 8(a) is taken to be given by the sender and received by the recipient (whether or not the recipient actually receives it) 2 hours after the time the email is sent to the recipient's email address set out above, unless the sender receives, within that time period, an automatic notification (other than an out of office message) indicating that the email has not been delivered.
- (c) If any delivery or receipt would be deemed to be on a day that is not a Business Day or after 4.00 pm (recipient's time), it is deemed to have been received at 9.00 am (recipient's time) on the next Business Day.
- (d) If the party to which a notice is to be given consists of more than 1 person, the notice will be treated as given to that party if given to any of those persons.

9. General

9.1 Entire understanding

- (a) This Deed contains the entire understanding between the parties concerning the subject matter of this Deed and supersedes, terminates and replaces all prior agreements and communications between the parties concerning that subject matter.
- (b) Each party acknowledges that, except as expressly stated in this Deed, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other party in relation to the subject matter of this Deed.

9.2 No adverse construction

No provision of this Deed is to be construed to the disadvantage of a party solely because that party was responsible for preparing or proposing this Deed or the provision.

9.3 No variation

This Deed cannot be amended or varied except in writing signed by the parties.

9.4 Assignment

The rights and obligations of each party under this Deed are personal. A party cannot assign or otherwise deal with the benefit of this Deed without the prior written consent of each other party.

9.5 No waiver

- (a) A failure to exercise, a delay in exercising or partially exercising any power, right or remedy conferred on a party by or in respect of this Deed does not operate as a waiver by that party of the power, right or remedy.
- (b) A single or partial exercise of any power, right or remedy does not preclude a further exercise of it or the exercise of any other power, right or remedy.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

9.6 Counterparts

- (a) This Deed may be executed in any number of counterparts, each executed by one or more parties.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this Deed by signing any counterpart. To the extent permitted by law, a counterpart may be executed electronically.
- (d) This Deed is binding on the parties on exchange of counterparts. A copy of a counterpart that is electronically scanned and emailed to each other party or their authorised representative:
 - (i) must be treated as an original counterpart;
 - (ii) is sufficient evidence of the execution of the original; and
 - (iii) may be produced in evidence for all purposes in place of the original.

9.7 Electronic signatures

- (a) To the extent permitted by law, a party may sign this Deed electronically, including by using software or a platform for the electronic execution of documents and each party consents to the Deed being signed in this way.
- (b) A print out of the executed Deed once all parties signing electronically have done so, will be an executed original counterpart of this Deed, irrespective of which party prints it.
- (c) Each party that signs this Deed electronically represents and warrants that it or anyone signing on its behalf:

- (i) has been duly authorised to enter into and execute this Deed electronically and to create obligations that are valid and binding obligations on the party;
- (ii) has affixed their own electronic signature; and
- (iii) where applicable, holds the position or title indicated under their electronic signature,

and each party is estopped from asserting otherwise.

- (d) No person may challenge the validity of this Deed by virtue only of the fact that it has been electronically signed by or on behalf of any party.

9.8 Governing law and jurisdiction

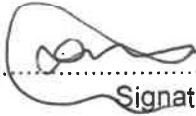
- (a) This Deed is governed by, and must be construed in accordance with, the laws of Victoria and of the Commonwealth of Australia applying in Victoria (**Governing Law**).
- (b) To the extent permitted by law, the Governing Law governs all matters arising out of or relating to this Deed or its performance or subject matter, including its execution and formation.
- (c) Each party irrevocably submits to the exclusive jurisdiction of courts with jurisdiction in Victoria and irrevocably waives any right to object to the venue for any reason, including that the process has been brought in an inconvenient forum.

Schedule

Security Provider	Security Documents	Registration Details
Lings Estate CT Pty Ltd ACN 659 695 431 in its own right and as trustee for Lings Estate Unit Trust ABN 54 202 998 109	General Security Agreement granted by the Security Provider in favour of the Lender	PPSR Registration 202207060027662
	Mortgage provided by the Security Provider in favour of the Lender and registered over the property situated at 2-20 Lings Road, Wallington VIC 3222 more particularly described in Certificate of Title Volume 8982 Folio 970 and incorporating Memorandum of Common Provisions AA3372	Dealing AV858594B

Executed by the parties as a deed

Executed by **Judo Bank Pty Ltd** ACN 615 995 581 by being signed, sealed and delivered by its attorney under power of attorney dated 10 December 2025, who has no notice of revocation of the power of attorney, in the presence of:



Signature of witness

Damien Noack

Name of witness
(please print)

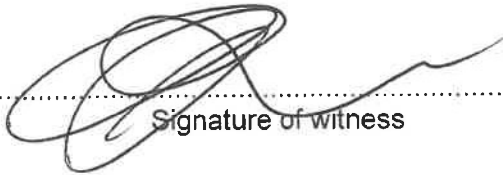


Signature of attorney

Steven Flinn

Name of attorney
(please print)

Signed Sealed and Delivered by **Bruno Anthony Robert Secatore** in the presence of:



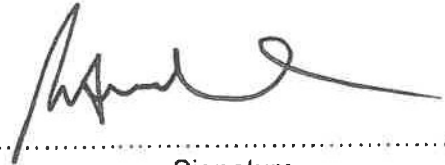
Signature of witness

Scott Bengel

Name of witness
(please print)

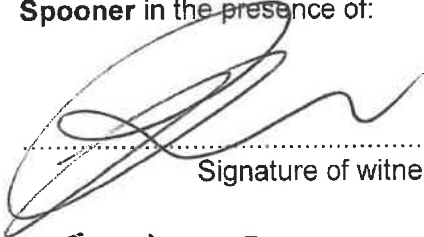
Level 24, 570 Bourke St
MELBOURNE VIC 3000

Address of witness
(please print)



Signature

Signed Sealed and Delivered by **Glenn Spooner** in the presence of:



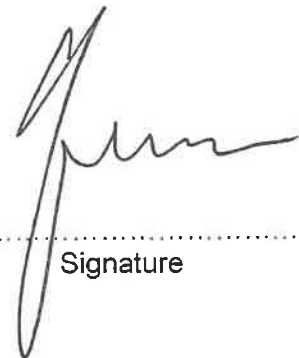
Signature of witness

Scott Bengel

Name of witness
(please print)

Level 24, 570 Bourke St
MELBOURNE VIC 3000

Address of witness
(please print)



Signature

K&L GATES

kigates.com

Plans

Registered plan of subdivision LP098293



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	LP098293
Number of Pages (excluding this cover sheet)	1
Document Assembled	15/04/2026 12:51

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LP98293

EDITION 1

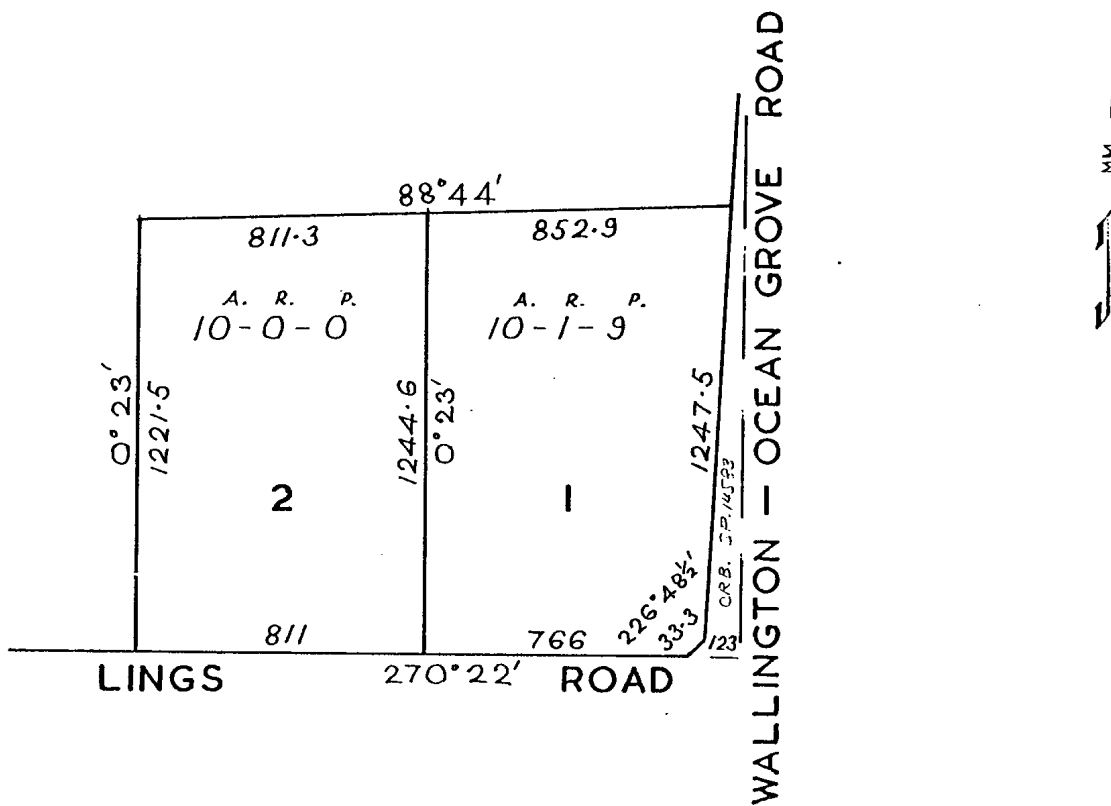
APPROVED 27/4/73

V.

<p>PLAN OF SUBDIVISION OF PART OF CROWN ALLOTMENT 20^C</p> <p>PARISH: MOOLAP COUNTY: GRANT</p> <p>SCALE OF LINKS $\frac{800}{200}$ $\frac{400}{120}$ $\frac{0}{0}$ $\frac{800}{180}$ $\frac{1600}{360}$ METRES</p>	APPROPRIATIONS
	ENCUMBRANCES

V.8656 F-185

DEPTH LIMITATION: 50 FEET



CONSENT OF COUNCIL	SEAL	SURVEYORS CERTIFICATION
<p>LOCAL GOVERNMENT ACT - SECTION 569</p> <p>The Council of the <u>SHIRE OF BELLARINE</u> hereby consents to the Subdivision of Land as shown on this Plan: in witness whereof the Seal of the Municipality was hereto affixed this <u>seventh</u> day of <u>March</u> 1973</p> <p>in the presence of</p> <p><i>[Signature]</i> { Mayor <i>[Signature]</i> { President <i>[Signature]</i> { Councillor</p> <p><i>[Signature]</i> { Town Clerk <i>[Signature]</i> { Shire Secretary</p>		<p>I certify that this plan has been made by <u>T. R. WARREN</u> and that it accords with Title.....</p> <p>and is mathematically correct.</p> <p><u>5th</u> day of <u>MARCH</u> 1973</p> <p><i>[Signature]</i> Licensed Surveyor.</p>
<p>A. C. THOMS & PARTNERS • LICENSED SURVEYORS • 115 YARRA STREET • GEELONG • PHONE 9 3147 • REF No. 6950</p>		

Planning information

Planning certificate

Planning property report

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1245879

APPLICANT'S NAME & ADDRESS

**K&L GATES C/- INFOTRACK (MAJOR ACCOUNTS) C/-
LANDATA**

DOCKLANDS

VENDOR

LINGS ESTATE CT PTY LTD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

350286

This certificate is issued for:

LOT 1 PLAN LP98293 ALSO KNOWN AS 2 - 20 LINGS ROAD WALLINGTON
GREATER GEELONG CITY

The land is covered by the:

GREATER GEELONG PLANNING SCHEME

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

The land:

- is included in a FARMING ZONE
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 10
- and abuts a TRANSPORT ZONE 3 - SIGNIFICANT MUNICIPAL ROAD

A detailed definition of the applicable Planning Scheme is available at :
(<https://planning-schemes.app.planning.vic.gov.au/greatergeelong>)

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

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

15 April 2026

Sonya Kilkenny
Minister for Planning

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

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

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

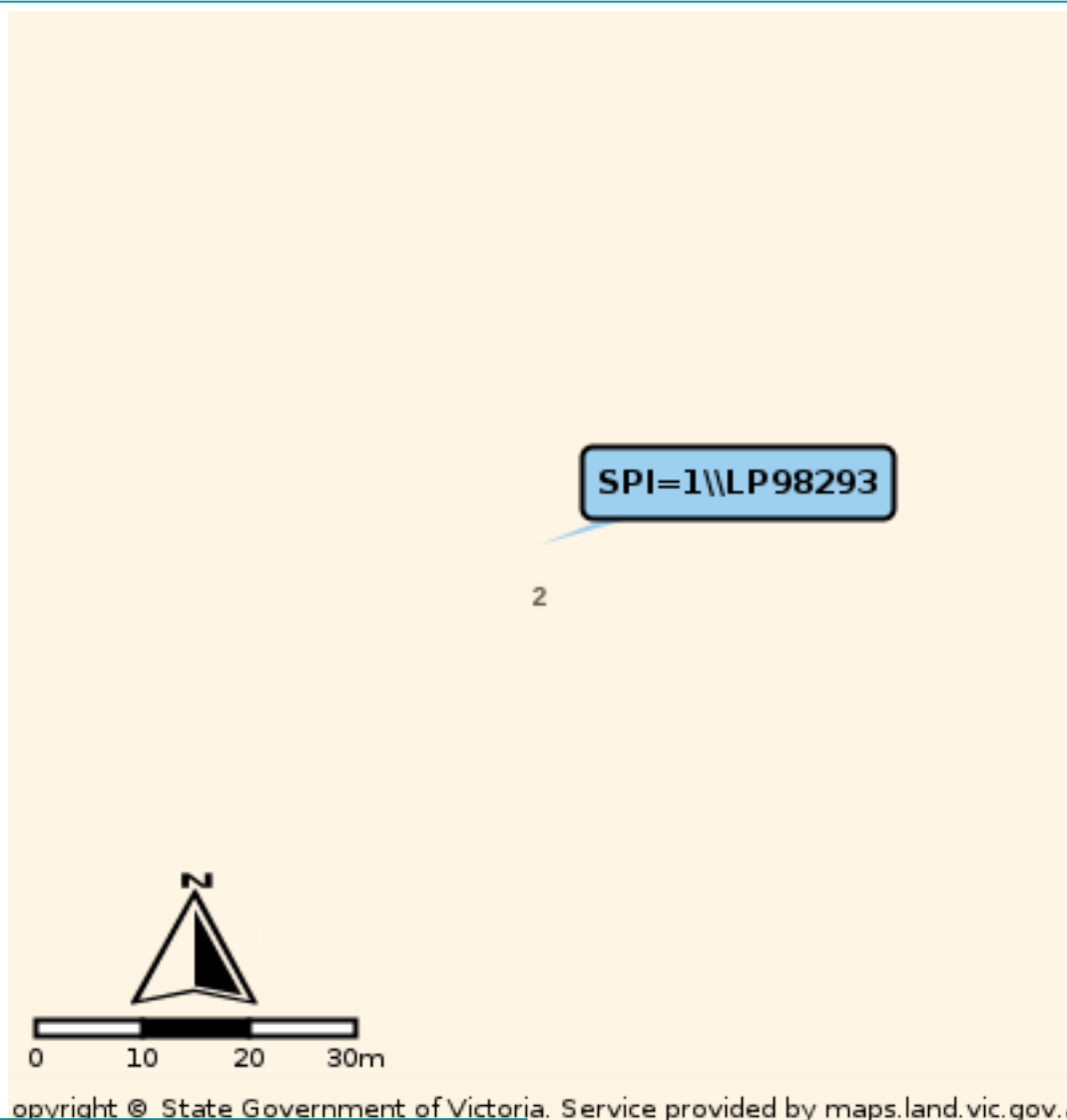
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

From www.planning.vic.gov.au at 15 April 2026 12:52 PM

PROPERTY DETAILS

Address: **2-20 LINGS ROAD WALLINGTON 3222**
 Lot and Plan Number: **Lot 1 LP98293**
 Standard Parcel Identifier (SPI): **1\LP98293**
 Local Government Area (Council): **GREATER GEELONG**
 Council Property Number: **255022**
 Planning Scheme: **Greater Geelong**
 Directory Reference: **Melway 469 D12**

www.geelongaustralia.com.au

[Planning Scheme - Greater Geelong](#)

UTILITIES

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

STATE ELECTORATES

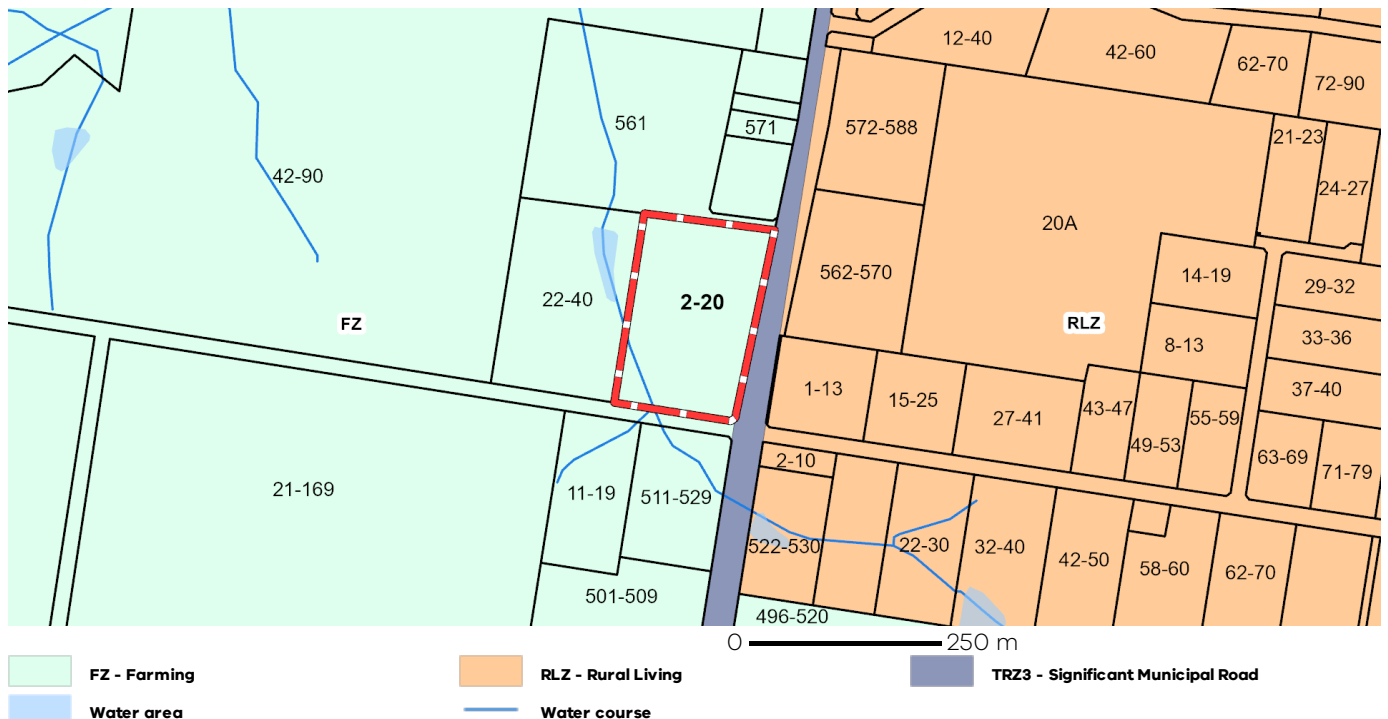
Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **BELLARINE**
 Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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



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

Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 10 (SLO10)



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

OTHER OVERLAYS

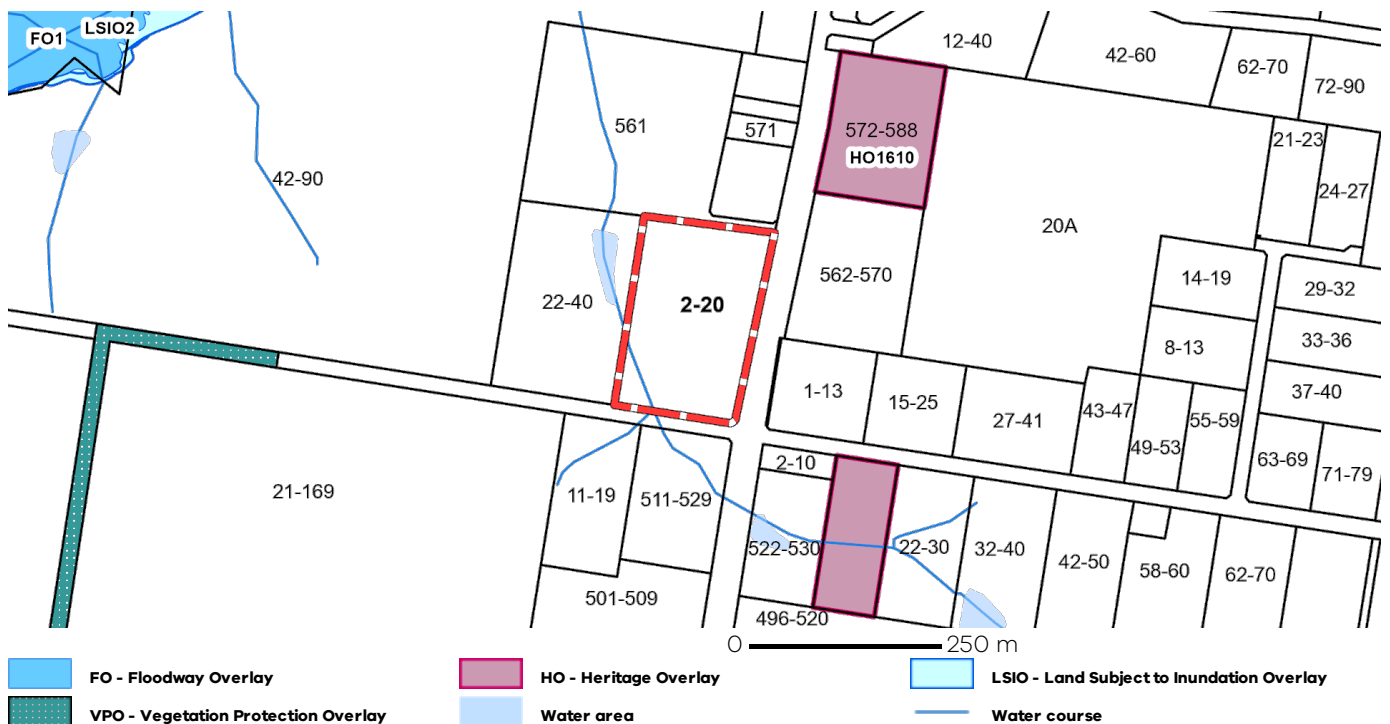
Other overlays in the vicinity not directly affecting this land

FLOODWAY OVERLAY (FO)

HERITAGE OVERLAY (HO)

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

VEGETATION PROTECTION OVERLAY (VPO)



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

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

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

Further Planning Information

Planning scheme data last updated on 9 April 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

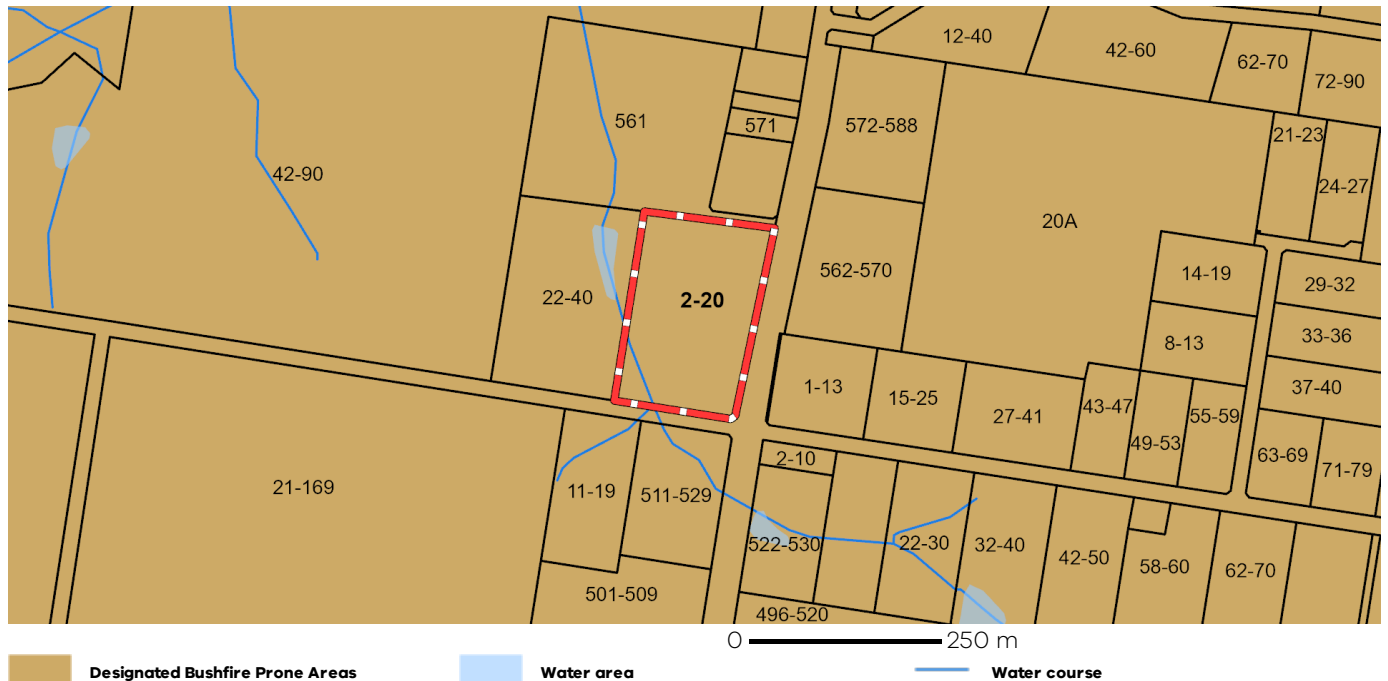
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Outgoings and land information certificates

Land tax certificate

Council land information certificate

Water information statement

Property Clearance Certificate

Land Tax



INFOTRACK / K&L GATES

Your Reference: PENDING.JUDO.LINGSRD

Certificate No: 98775934

Issue Date: 21 APR 2026

Enquiries: JXD11

Land Address: 2 -20 LINGS ROAD WALLINGTON VIC 3222

Land Id	Lot	Plan	Volume	Folio	Tax Payable
25445950	1	98293	8982	970	\$20,514.73

Vendor: LINGS ESTATE CT PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
LINGS ESTATE UNIT TRUST (RECEIVE	2026	\$1,700,000	\$9,501.75	\$0.00	\$9,501.75

Comments: Land Tax will be payable but is not yet due - please see notes on reverse. Property is 35% exempt: LTX primary production land.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
LINGS ESTATE UNIT TRUST (RECEIVE	2025	\$9,916.13	\$1,096.85	\$11,012.98

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): \$3,150,000

SITE VALUE (SV): \$1,700,000

CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: \$20,514.73

Notes to Certificate - Land Tax

Certificate No: 98775934

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 = \$10,950.00

Taxable Value = \$1,700,000

Calculated as \$4,650 plus (\$1,700,000 - \$1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$31,500.00

Taxable Value = \$3,150,000

Calculated as \$3,150,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 98775934

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: 98775934

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / K&L GATES

Your Reference: pending.Judo.LingsRd

Certificate No: 98775934

Issue Date: 21 APR 2026

Enquires: JXD11

Land Address: 2 -20 LINGS ROAD WALLINGTON VIC 3222

Land Id	Lot	Plan	Volume	Folio	Tax Payable
25445950	1	98293	8982	970	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
117	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:	\$3,150,000
SITE VALUE:	\$1,700,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98775934

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / K&L GATES

Your Reference: PENDING.JUDO.LINGSRD

Certificate No: 98775934

Issue Date: 21 APR 2026

Land Address: 2 -20 LINGS ROAD WALLINGTON VIC 3222

Lot	Plan	Volume	Folio
1	98293	8982	970

Vendor: LINGS ESTATE CT PTY LTD

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

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 98775934

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 98775935</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 98775935</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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CITY OF GREATER GEELONG

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

**2025-2026 LAND INFORMATION CERTIFICATE**

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **15-Apr-2026**Certificate No: **245772**

Applicants Ref:

80248554-014-5:222159*Assessment Number:* **97425**

Property Address: **2-20 Lings Road, WALLINGTON VIC 3222**
 Property Description: **41709m2 Lot 1 LP 98293**
 AVPCC / Land Use: **117 - Residential Rural / Lifestyle (0.4 to 100 Ha)**

Applicant:

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

Operative Valuation Date:	01-Jul-2025
Level of Valuation Date:	01-Jan-2025
Capital Improved Value:	3,150,000
Site Value:	1,700,000
Net Annual Value:	157,500

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 **01/07/2025 to 30/06/2026**. Lump sum payment – due by **15/02/2026** or by instalment **30/09/2025, 30/11/2025, 28/02/2026** and **31/05/2026**. 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. **14-Jul-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

CITY OF GREATER GEELONG
2025-2026 LAND INFORMATION CERTIFICATE (cont.)

In accordance with Section 121 of the
Local Government Act 2020

Date of Issue: **15-Apr-2026**

eService

Certificate No: **245772**

Property Address: **2-20 Lings Road, WALLINGTON VIC 3222**

Assessment Number: **97425.3**

	<u>Rate, Charges & Other Monies</u>	<u>Amount \$</u>
Arrears:	Balance Brought Forward	13,231.25
	Legal Fees Arrears	0.00
Current:	General Rates	6,623.75
	State Government Levies	680.95
	Waste Management	509.55
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	0.00
	Interest Arrears	907.45
	Interest Current	176.85
	Legal Fees	0.00
Other:	Special Charges (<i>subject to Final Costs</i>)	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:	22,129.80

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



Bill Code: 17475
Reference: 10000974253

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

Your Ref: 80248554-014-5:222159

Page 2 of 2

Standard Property
Sec 121 LGA 2020

Information Statement Part A

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

INSTALLATION NUMBER: 18612440 **APPLICATION NUMBER:** 524094 **DATE:** 15/04/2026
PROPERTY ADDRESS: 2-20 LINGS RD, WALLINGTON, VIC 3222
YOUR REFERENCE: 350286
OWNER: Lings Estate Ct Pty Ltd As Trustees
COMMENTS: **Comments**

The following service charges are applicable for the abovenamed property for the period 01/04/2026 to 30/06/2026. 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
Water Service Charge		37.12	0.00	37.12
Total Service Charge	\$	37.12	0.00	37.12

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

Charges Due & Payable

		Value	GST	Price
Water Service Charge		37.12	0.00	37.12
Water Volume	to 19/03/2026	2,067.46	0.00	2,067.46
Water Service Charge		37.12	0.00	37.12
Outstanding	to 17/12/2025	12,802.83	0.00	12,802.83
TOTAL DUE	\$	14,944.53	0.00	14,944.53

Important Information

Account Not Yet Issued For Service And Volume Charges.

The water meter for this property was last read on 19/03/2026. 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 14/06/2026. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 14/06/2026 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

Information Statement Part B

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

15-04-2026

K&L Gates C/- InfoTrack (Major Accounts) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 2-20 LINGS ROAD WALLINGTON 3222

I refer to your application received at this office on 15/04/2026. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

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

Our Ref: EC524094

Your Ref: 350286

Agent Ref: 80248554-022-0

Yours faithfully.

Manager Customer Centre

Building Information

Reg 51(1) certificate: details of any permit, final inspection, notices or orders affecting the land

Reg 51(2) certificate: designated flood, termite, bush fire prone or significant snow fall area

CITY OF GREATER GEELONG

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



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

Date of Issue: 15 April 2026
Certificate Number: 12774
Customer Reference: 80248554-015-2:222158

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 **15 April 2026**.

PROPERTY INFORMATION

Property Address 2-20 Lings Road, WALLINGTON VIC 3222
Title Information 41709m2 Lot 1 LP 98293 **Volume / Folio** CT-8982/970

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 Shed
Issue Date 25/10/2018 **Permit Number** 1063/1822639
Council Reference Number PBPD-E-2018-5299
Certificate of Final/Occupancy Issue Date 01/04/2019

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 Building Notice

Description Shed and Barn alterations without a Permit

Council Reference Number BINV-2022-401

Issue Date 28/11/2022

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

06 December 2022

PI: 255022
Our Ref: BINV-2022-401

TO: Lings Estate Ct Pty Ltd
15 Pakington Street
GEELONG WEST VIC 3218

RE: BUILDING NOTICE
FOR: Shed and barn alterations without a permit
AT: 2-20 Lings Road, WALLINGTON VIC 3222

Dear Sir / Madam

Included with this letter is a Building Notice issued under Section 106 of the *Building Act 1993 (the Act)*.

What is a Building Notice?

A Building Notice is a "show cause" notice. In simple terms, it requires the owner to give reasons why the Municipal Building Surveyor should not issue a **Building Order** requiring the owner to do, or not to do, certain things in respect of the land or building.

Why has a Building Notice been made?

An inspection of your property has been carried out by an Authorised Officer and an opinion has been formed that:

- building work has been carried out on the land without first obtaining a building permit.

What are you required to do?

The owner should make representations to the Municipal Building Surveyor in response to the matters specified in the Building Notice. It is requested that any representations are **in writing**.

Expert opinion may be needed to enable an appropriate response to certain items of a Building Notice and owners may obtain the assistance of consultants. This could include engaging a registered practitioner in the category of Building Surveyor, Civil Engineer or Fire Engineer, depending on the matters to be considered in the Building Notice.

A Building Notice **does not** authorise any person to commence building work without a building permit where one is required. Carrying out of building work without a required building permit constitutes an offence against section 16 of the Act for which you may be fined.

Consideration of Representations

The Municipal Building Surveyor will consider any representations made by you. The Building Notice may be cancelled or further discussions may be held. If the Building Notice is not cancelled a **Building Order** will be made - which will require the owner to carry out any work listed.

Once issued, a Building Order:

- is a directive to carry out specific building work;
- can be appealed within 30 days of being made;
- can give rise to court proceedings and the imposition of monetary penalties if not acted upon;
- can give rise to Council causing work to be done at the owner's expense.

What if you do nothing?

The Municipal Building Surveyor has a duty of care to follow up notices in accordance with the level of community risk.

The intention of a Building Notice is to commence a dialogue between the parties involved. If there is no response (*representation*), or the response does not allay the primary concern, a Building Order will be made.

Appeals

An appeal may be made to the Building Appeals Board against a decision to serve a Building Notice or a failure or refusal to cancel a Building Notice on being requested by the owner. Application forms and advice on appeals can be gained from the Building Appeals Board (1300 421 082) or bab@vba.vic.gov.au .

It is, of course, desirable that the issues of the Building Notice are understood and discussed and we encourage you to contact this office if a meeting would be of assistance.

Should you have any queries, please do not hesitate to contact Jeff Whan on; Ph: 03 5272 4665 or E: jeff.whan@geelongcity.vic.gov.au and buildinginvestigations@geelongcity.vic.gov.au

Yours sincerely



JAMIE BRUCE
DELEGATE OF THE MUNICIPAL BUILDING SURVEYOR

BUILDING SERVICES
137-149 MERCER STREET, GEELONG 3220

BUILDING NOTICE

Section 106 of the Building Act 1993
Building Regulations 2018
Regulation 180 (Form 11)



WARNING: This building notice has been served in accordance with section 236(4A) of the *Building Act 1993*. Under section 236(7) of that *Act*, it is an offence for a person to remove or deface this Notice without prior consent of the relevant building surveyor, the relevant council or the *Victorian Building Authority*. The maximum penalty for this offence is 500 penalty units for a natural person and 2500 penalty units for a body corporate.

ISSUED TO THE OWNER: Lings Estate Ct Pty Ltd
15 Pakington Street
GEELONG WEST VIC 3218

FROM: I am the Delegate of the Municipal Building Surveyor of the City of Greater Geelong.
I am authorised to cause a Building Notice to be served on you, as owner of the building and land to which this notice applies, under Division 2 of Part 8 of the *Building Act 1993*.

LOCATION OF THE BUILDING AND LAND TO WHICH THIS NOTICE APPLIES:

Property 2-20 Lings Road, WALLINGTON VIC 3222
Parcel 41709m2 Lot 1 LP 98293
Volume / Folio CT-8982/970
Municipality City of Greater Geelong

FOR: **Mezzanine** – Raised habitable space inside shed on north end of property that has kitchen, bathroom, office space and communal area approx. 80m²
Awning – Covered area on west side of shed approx. 85m².
Barn House – Habitable building (approx. 170m²) on south end of property containing 2 bedrooms, bathroom, kitchen, and car parking space.

1. INSPECTION DETAILS:

- 1.1 The date and time of an inspection relied on by myself as the Relevant Building Surveyor for the purpose of serving this notice, and the name and qualifications of the person or persons who conducted the inspection, are:
 - 1.1.1. Time of inspection: 12.30pm
 - 1.1.2. Date of inspection: 23 November 2022
 - 1.1.3. Name of person: Jeff Whan
 - 1.1.4. Qualification of person: Authorised Person (Building Act 1993 s.228A)

2. REASONS WHY THIS NOTICE WAS SERVED:

In accordance with section 106 of the *Building Act 1993*, I am of the opinion that the following circumstances exist:

- 2.1 Building work carried out without a building permit being issued and in force under the *Building Act 1993*.
 - 2.1.1. Contrary to section 16, the following building work has been carried out on the land without a building permit as required by the Building Act 1993, in that:
 - i. Construction of the *Mezzanine*.
 - ii. Construction of the *Awning*
 - iii. Construction of the *Barn House*
- 2.2 Building work carried out in contravention of the Building Regulations 2018
 - 2.2.1. Contrary to Regulations 23 and 279 (Exemptions from Building Permit and the Building Regulations) the following building work has been carried out without a building permit:
 - i. Construction of the *Mezzanine*
 - ii. Construction of the *Awning*
 - iii. Construction of the *Barn House*

3. SHOW CAUSE PROCESS:

Under Section 108 of the *Building Act 1993*, you are required to show cause within 120 days of the date of service of this notice:

- 3.1 Why you should not be required to demolish and remove the *Mezzanine, Awning, and Barn House* from the land.
- 3.2 Manner for making representations in response to the matters (Item 2.1.1 & 2.2.1) contained in this Notice
 - 3.2.1. The manner for making representations in response to the matters contained in this notice is to be in writing.
 - 3.2.2. Specified manner for making representations
 - i. Submit an approved planning permit in relation to the construction of the *Mezzanine, Awning, and Barn House, and*
 - ii. Submit a report from a registered Building Surveyor to validate that the *Mezzanine, Awning, and Barn House* complies with the Building Act 1993; Building Regulations 2018, National Construction Code - BCA 2019; and any relevant Australian Standards.
 - a. Provision of a Certificate of Compliance - Building Work (Reg 126) from Building Surveyor in relation to the *Mezzanine, Awning, and Barn House, and*
 - b. Provision of a Certificates of Compliance (Reg 126) from a Registered Building Practitioner (Engineer) in relation to the *Mezzanine, Awning, and Barn House; and*
 - c. Provision of an Occupancy Permit in relation to *Mezzanine and Barn House*.
 - iii. Provision of 'As-built' drawings prepared by a Registered Building Practitioner in the category of "building design – architectural" documenting the following information in relation to the *Mezzanine, Awning, and Barn House*:

- a. An allotment plan to a scale of not less than 1:500 or other approved scales, including the location of any existing buildings on the land; **and**
 - b. Drawings showing the layout plan, elevations, sections, dimensions and the sizes and locations of structural members to a scale of not less than 1:100, together with any details that are necessary to show compliance to a scale of not less than 1:20, or other approved scales; **and**
 - c. Specifications describing materials and methods used in the construction.
- iv. Certificate of Compliance for plumbing work (Gas, water) **and**,
 - v. Certificate of Compliance of electrical work:

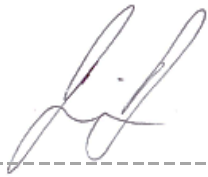
OR:

3.3 Respond in writing to the Building Notice with advice that the illegal building works (*Mezzanine, Awning, and Barn House*) will be removed/demolished from the property

3.4 Specified period for making representations:

120 days

BUILDING NOTICE MADE BY:



Jamie Bruce

Delegate of the Municipal Building Surveyor

BS-L 72988

Municipal district City of Greater Geelong
Address 137-149 Mercer Street, Geelong 3220
Email buildinggeneral@geelongcity.vic.gov.au
Phone 03 5272 4450
Building Notice no. BINV-2022-401
Date of making 06 December 2022

NOTES:

1. REPRESENTATIONS BY OWNER AND CANCELLATION OF BUILDING NOTICE

Under section 109 of the *Act* an owner may make representations to the Municipal Building Surveyor about the matters contained in the Building Notice. Any representations are to be made in writing to the Municipal Building Surveyor before the end of the show cause period. The Municipal Building Surveyor may cancel a Building Notice under section 110 of the *Act* if he / she considers it appropriate to do so after considering any representations made under section 109.

2. BUILDING ORDER

Subject to section 107 of the *Act*, the Municipal Building Surveyor may make a Building Order under section 111 after the end of the time allowed for making representations.

3. SUBSEQUENT OWNERS OR OCCUPIERS OF THE LAND

Pursuant to section 236 of the *Act* this Building Notice is binding on every subsequent owner or occupier of the land.

4. APPEALS TO THE BUILDING APPEALS BOARD

Under section 142(1) an owner of a building or land may appeal to the *Building Appeals Board* against a decision to serve a notice and a failure within a reasonable time, or refusal, to cancel a notice.

For further information on the appeal process please visit the *Building Appeals Board* website <http://www.buildingappeals.vic.gov.au/> or contact via email at registry@buildingappeals.vic.gov.au or telephone 1300 421 082.

Pursuant to section 146 of the *Act* and regulation 271 of the *Regulations*, the prescribed appeal period is 30 days from the date of the notice.

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

Date of Issue: 15 April 2026
Certificate Number: 12759
Customer Reference: 80248554-017-6:222160

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 **15 April 2026**.

PROPERTY INFORMATION

Property Address 2-20 Lings Road, WALLINGTON VIC 3222
Title Information 41709m2 Lot 1 LP 98293 **Volume / Folio** CT-8982/970

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

Notices and certificates

VicRoads certificate

EPA/contaminated sites certificate

Heritage Victoria certificate



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

K&L Gates C/- InfoTrack (Major Accounts)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 350286

NO PROPOSALS. As at the 15th April 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®.

2-20 LINGS ROAD, WALLINGTON 3222
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: 15th April 2026

[Vicroads Certificate] # 80248554 - 80248554124815 '350286'

LOTSEARCH REFERENCE
LS131045 PS

REPORT DATE
15 Apr 2026 12:54:14

CLIENT ID
191729163

ADDRESS
2-20 LINGS ROAD, WALLINGTON VIC
3222

COUNCIL
Greater Geelong City



LOTSEARCH
Spatial Intelligence | Mapping Risk

LOT/PLAN
Lot 1, LP98293

EPA Priority Sites Register Plus+

Disclaimer:

The purpose of this report is to provide a summary of some of the publicly available environmental risk information, based on the site boundary shown on the maps within this report. The report does not constitute an exhaustive set of all repositories or sources of information available.

You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.

You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.

The report is not a substitute for an on-site inspection or review of other available reports and records.

The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features.

You should obtain independent advice before you make any decision based on the information within the report.

A link to the detailed terms applicable to the use of this report is available at the end of this report.



EPA Priority Sites Register Plus+

ADDRESS
2-20 LINGS ROAD, WALLINGTON
VIC 3222



- This report contains the Priority Sites Register and additional publicly available records currently held by the Environmental Protection Authority (EPA).
- Land contamination can contain substances that harm human health and the environment and these may migrate across property boundaries.
- Records identified are categorised below, with search results and a site map provided on the following pages.

HOW THIS REPORT HELPS

- **Be informed of potential contamination issues - this search simplifies access to government information sources**
- **Contamination risk is an important consideration in land-use planning, development matters and property valuations and transactions**
- **Delays and clean-up costs from land contamination can be high - be prepared with early information that supports your due diligence**
- **Be aware of potential problems from neighbouring properties - contamination ignores property boundaries**



1. Contaminated Land Registers

No Records Identified

The sites listed on contaminated land registers are those that pose the greatest risk, and are managed or regulated.

WHAT NEXT?

This information in this report is only part of the picture. Other records are held by government agencies, councils and Lotsearch.



2. Regulated Activities

No Records Identified

Regulated activities include environmental licences, permits, registrations, or authorisations, issued to owners or operators that undertake activities which have a potential risk to human health or the environment. Conditions on these licences can relate to pollution prevention, control, and monitoring.

- **Visit our website or contact our support team to access more Lotsearch products & additional government searches**



3. Contamination Investigations

No Records Identified

Contamination investigations include environmental audits, preliminary risk screen assessments, and investigations into suspected PFAS contamination.

- **Contact an environmental consultant for additional advisory services. Consultants are listed by industry bodies [ALGA](#) , [ACLCA](#) & [EIANZ](#).**



4. Other Contamination Issues

No Records Identified

Other contamination issues include the location of landfills and records that indicate restrictions on the use of groundwater.

support@lotsearch.com.au

+61 (02) 8287 0680

lotsearch.com.au



Site Map

2-20 LINGS ROAD, WALLINGTON VIC 3222

LOTSEARCH REFERENCE



LS131045 PS

REPORT DATE

15 Apr 2026



LEGEND

-  Site Boundary
-  Search Area
-  Search Results

Data Source Aerial Imagery:
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics,
CNES/Airbus DS, USDA, USGS, AeroGRID, IGN,
and the GIS UserCommunity





Search Results

The following table contains records that were identified specifically for your property, or areas or features covering your property:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records for your property were identified							

The following table contains records that were identified in the surrounding search area:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							

The following table contains records that could not be located to a specific property, feature or area. These records have been mapped to a road corridor or suburb within this report's search area, but may relate to a more specific property including the property in this report:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							



Data Sources

The results in this report are based upon the following datasets only:

Dataset Name	Data Source	Lotsearch Update Date
Current EPA Priority Sites	Environment Protection Authority Victoria	07/04/2026
EPA Site Management Orders	Environment Protection Authority Victoria	09/04/2026
EPA Register of Permissions	Environment Protection Authority Victoria	17/03/2026
EPA Preliminary Risk Screening Assessments	Environment Protection Authority Victoria	09/04/2026
EPA Environmental Audit Reports	Environment Protection Authority Victoria	27/03/2026
EPA PFAS Site Investigations	Environment Protection Authority Victoria	09/04/2026
EPA Groundwater Zones with Restricted Uses	Environment Protection Authority Victoria	09/04/2026
EPA Victorian Landfill Register	Environment Protection Authority Victoria	09/04/2026

Useful Contacts

Lotsearch Pty Ltd
www.lotsearch.com.au
support@lotsearch.com.au
(02) 8287 0680

Environment Protection Authority Victoria
www.epa.vic.gov.au
contact@epa.vic.gov.au
1300 372 842

Greater Geelong City
<http://www.geelongaustralia.com.au>
contactus@geelongcity.vic.gov.au
(03) 5272 5272

[Click for Use of Report - Applicable Terms](#)

CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

APPLICANT:

K&L Gates C/- InfoTrack (Major Accounts)

PROPERTY ADDRESS:

2-20 LINGS ROAD
WALLINGTON

CERTIFICATE NO:

80248554

PARCEL DESCRIPTION:

Lot 1 LP98293

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. An application for exclusion from the Victorian Heritage Register has not been made.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.

Authorised by:

Steven Avery
Executive Director, Heritage Victoria

DATE AUTHORISED: 15/04/2026

Note: This Heritage Certificate is valid at the date of issue.

Due diligence checklist

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

consumer.vic.gov.au/duediligencechecklist

Page 1 of 2



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.

K&L GATES

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