Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

HWL EBSWORTH
LAWYERS

Contract of Sale of Real Estate

Property: 133 Smith Street, Lorne Victoria 3232

Krystal Pty Ltd (ACN 059 850 261)

and

State Trustees Limited
(as Administrator of the Affairs of Janese Marcia Long)

and

State Trustees Limited
(as Administrator with Will annexed of the estate of Bruce Douglas Long deceased)

Ref LAD:SBS1315919

Doc 1400535462.3

Level 8, 447 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 8007 Australia

Telephone +61 3 8644 3500
Facsimile 1300 365 323 (Australia) +61 2 8507 6582 (International)
hwlebsworth.com.au

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

VENDOR: Krystal Pty Ltd (ACN 059 850 261) and State Trustees Limited (as Administrator of the Affairs of Janese Marcia Long) and State Trustees Limited (as Administrator with Will annexed of the estate of Bruce Douglas Long deceased)

PROPERTY: 133 Smith Street, Lorne Victoria 3232

1. Financial Matters

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

(a) Are contained and described in the attached certificates, documents, and reports.

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

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

(ii) The purchaser will be responsible for connection fees relating to the connection of services (if any) at the Property after the settlement date.

1.2 **Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, are as follows:

(a) Are contained and described in the attached certificates.

(b) Any unpaid amounts due to the relevant water authority at Settlement will be a charge on the Property pursuant to section 274(4A) of the *Water Act 1989* (Vic) and are payable by the Purchaser pursuant to section 275 of the *Water Act 1989*.

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

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

Nil.

1.4 **Terms Contract** - where the purchaser is obliged to make 2 or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:

Not applicable.

2. Insurance

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

Not applicable.

2.2 **Owner-Builder** - if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* (Vic) applies to the residence, particulars of any required insurance under that Act applying to the residence are as follows:

Not applicable.

3. Land Use

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

(a) Are as set out and described in this vendor statement and in the attached copies of title documents, certificates and the other documents annexed to this vendor statement, otherwise none known to the vendor.

(b) All registered and any unregistered and implied easements, covenants and restrictive covenants (if any) affecting the Land including those disclosed in the Vendor's Statement;

(c) The easements, restrictions and encumbrances:

(A) described, contained in, and created by section 98 of the *Transfer of Land Act 1958* (Vic), sections 12(2) and 24 of the *Subdivision Act 1988* (Vic); and

(B) shown, described, noted, created, contained in or entered on registered Plan PS819223P.

(d) The Property may be subject to unregistered easements in relation to pipes, sewers, drains, overhead electricity cables, underground and/or overhead telephone cables, underground gas pipes, connections or structures of service supply authorities or others which may not have been disclosed to the Vendor and which may not be apparent from inspection of the Property and which are laid outside any registered easements and/or which are not registered or required to be required against the certificate/s of title for the property.

3.2 **Designated Bushfire Prone Area** - the property is in a bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

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

3.4 **Planning Scheme** - information containing the attached certificates.

4. Notices

4.1 **Notice, Order, Declaration, Report or Recommendation** of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge particulars are as follows:

None to the Vendor's knowledge, other than those described in this Vendor Statement and in the documents, certificates, reports, and annexures attached to this Vendor Statement, however the Vendor has no means of knowing all decisions of public authorities and government.

4.2 **Livestock Disease or Contamination by Agricultural Chemicals** - particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are as follows:

None to the Vendor's knowledge, other than those described in this Vendor Statement and in the documents, certificates, reports and annexures attached to this Vendor Statement, however the Vendor has no means of knowing all decisions of public authorities and government departments affecting the Property unless communicated to the Vendor.

4.3 **Compulsory Acquisition** - particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* (Vic) are as follows:

Nil.

5. Building Permits

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

6. Owners Corporation

The Property is not affected by an Owners Corporation.

7. Growth Areas Infrastructure Contribution (GAIC)

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

8. Non-Connected Services

The following services are **not** connected to the land as at the date of this Vendor's Statement:

Nil.

9. Title

Attached is:

(a) a copy of the Register Search Statement and the document, or part of the document, referred to as a diagram location in the Register Search Statement that identifies the land from which the Property will be derived and its location, being certificate of title volume 12427 folio 467;

(b) Plan No. PS819223P;

(c) Registrar's Caveat No. AY536011B;

(d) Planning Certificate;

(e) Council Information Certificate;

(f) Water Information Certificate;

(g) Land Tax Certificate;

(h) Roads Certificate;

(i) Designated Bushfire Prone Area Report;

(j) EPA Certificate;

(k) Building Certificates;

(l) Heritage Victoria Certificate;

(m) Certificate of Authority - Janese Long

(n) Supreme Court Order made by Judicial Registrar McCann on 5 March 2025 regarding the estate of Bruce Douglas Long, deceased.

(o) Due Diligence Checklist.

10. Subdivision

10.1 Unregistered Subdivision

Not applicable

10.2 Staged Subdivision

Not applicable

10.3 Further Plan of Subdivision

Not applicable

11. Disclosure of Energy Efficiency Information

There is no certificate relating to Energy Efficiency Information applicable.

12. COMMERCIAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024

(a) The land is not a tax reform scheme land within the meaning of the *Commercial and Industrial Property Tax Reform Act 2024* (Vic) (**CIPT**).

(b) The AVPCC (within the meaning of the CIPT) is 110.

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

Date of this Statement:

Signature of the Vendor:

SIGNED BY

Signed by:
Suzanne Jones
E1C6E0C8B1EE4F4...

For and on behalf of Krystal Pty Ltd (ACN 059 850 261)

15 September 2025 | 16:40 AEST

SIGNED BY

DocuSigned by:
Angie Fideropoulos
755F1E55DAAC4B2...

For and on behalf of State Trustees Limited (as Administrator of the Affairs of Janese Marcia Long) and State Trustees Limited (as Administrator with Will annexed of the estate of Bruce Douglas Long deceased)

16 September 2025 | 10:12 AEST

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

Date of this Acknowledgment:

Signature of Purchaser 1: ……

Date of this Acknowledgment:

Signature of Purchaser 2: ……

Date of this Acknowledgment:

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State Government

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

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

VOLUME 12427 FOLIO 467

Security no : 124127266549X
Produced 19/08/2025 12:32 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 819223P.
PARENT TITLES :
Volume 09224 Folio 033 to Volume 09224 Folio 034
Created by instrument PS819223P 04/10/2022

REGISTERED PROPRIETOR

Estate Fee Simple
As to the land formerly contained in Volume 09224 Folio 033
TENANTS IN COMMON
As to 1 of a total of 4 equal undivided shares
Sole Proprietor
JANESE MARCIA LONG of 1 STRUAN STREET TOORAK VIC 3142
As to 1 of a total of 4 equal undivided shares
Sole Proprietor
KRYSTAL PTY LTD of 1 STRUAN STREET TOORAK VIC 3142
As to 2 of a total of 4 equal undivided shares
Sole Proprietor
JANESE MARCIA LONG of 1 STRUAN STREET TOORAK VIC 3142 Executor(s) of BRUCE DOUGLAS LONG deceased
As to the land formerly contained in Volume 09224 Folio 034
Joint Proprietors
KRYSTAL PTY LTD
JANESE MARCIA LONG both of 1 STRUAN STREET TOORAK VIC 3142
PS819223P 04/10/2022

ENCUMBRANCES, CAVEATS AND NOTICES

REGISTRAR'S CAVEAT AY536011B 28/10/2024

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

DIAGRAM LOCATION

SEE PS819223P FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 133 SMITH STREET LORNE VIC 3232

ADMINISTRATIVE NOTICES

NIL

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

eCT Control 17550R PORTFOLIO LAW PTY LTD
Effective from 04/10/2022

DOCUMENT END

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PLAN OF SUBDIVISION

EDITION 1

PS 819223P

LOCATION OF LAND

PARISH: LORNE

TOWNSHIP: LORNE

SECTION: 3

CROWN ALLOTMENT: 9(PART)

CROWN PORTION:

TITLE REFERENCE: VOL 9224 FOL 033
VOL 9224 FOL 034

LAST PLAN REFERENCE: LOTS 3 & 4 ON LP121153

POSTAL ADDRESS: 133 & 135 SMITH STREET
(at time of subdivision) LORNE
VIC. 3232

MGA CO-ORDINATES: E: 759 840 ZONE: 54
(of approx centre of land in plan) N: 5 729 305 GDA 94

Council Name: Surf Coast Shire Council

Council Reference Number: s4584
Planning Permit Reference: Planning permit not required
SPEAR Reference Number: S118886A

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made

Digitally signed by: Leah Protyniak for Surf Coast Shire Council on 29/05/2019

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON

NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY

SURVEY:
This plan is/~~is not~~ based on survey.

STAGING:
This ~~is~~/is not a staged subdivision.
Planning Permit No.

This survey has been connected to permanent marks No(s). 129

In Proclaimed Survey Area No. 111

NOTATIONS

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	2.44	LP121153	LOTS ON LP121153

AH & LJ JEAVONS
LAND SURVEYORS
South West Survey Group
m: 0430 401 954 t: 5261 2971
14 Ocean Boulevard, Jan Juc, VIC 3228
tonyjeavons@swsg.com.au www.swsg.com.au

SURVEYORS FILE REF: 0820PS

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 2

Digitally signed by: Anthony Harold Jeavons, Licensed Surveyor,
Surveyor's Plan Version (04),
26/01/2022, SPEAR Ref: S118886A

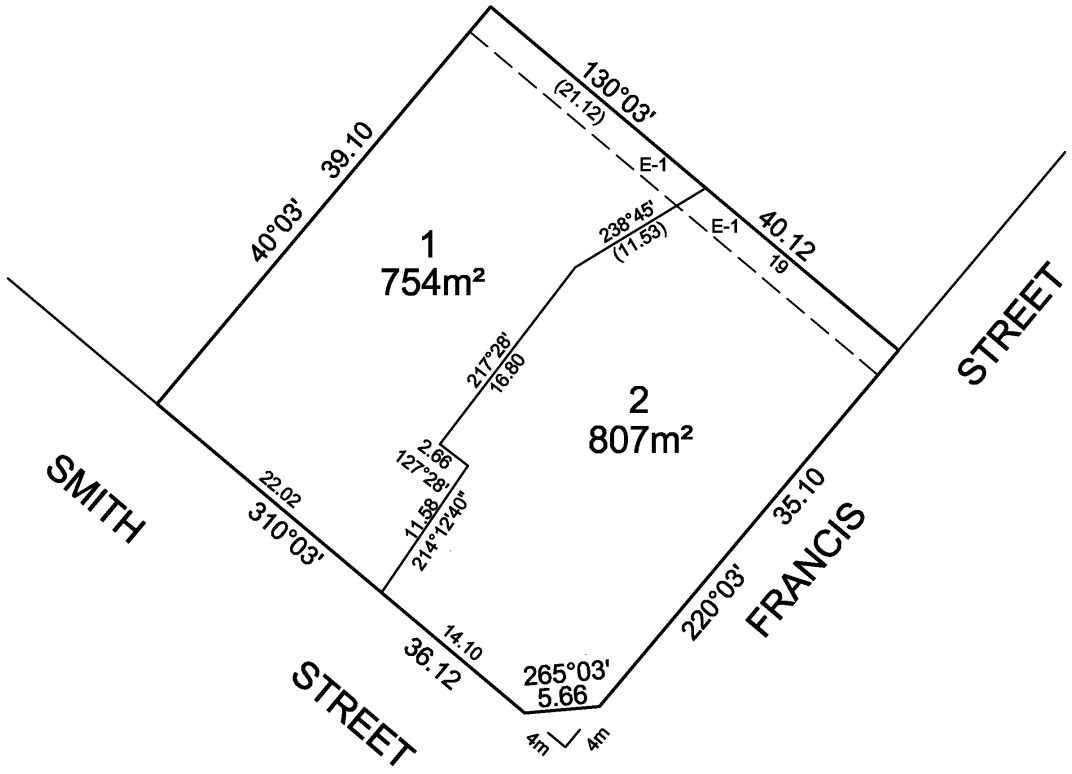
PLAN REGISTERED
TIME: 3:52 PM
DATE: 04/10/2022

Assistant Registrar of Titles

Amended by: Anthony Harold Jeavons, Licensed Surveyor 29/09/2022.

PS 819223P

MGA 94
ZONE 54



AH & LJ JEAVONS
LAND SURVEYORS
South West Survey Group
m: 0430 401 954 t: 5261 2971
14 Ocean Boulevard, Jan Juc, VIC 3228
tonyjeavons@swsg.com.au www.swsg.com.au

SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
1:400	4 0 4 8 12 16		

Digitally signed by: Anthony Harold Jeavons, Licensed Surveyor,
Surveyor's Plan Version (04),
26/01/2022, SPEAR Ref: S118886A

Digitally signed by:
Surf Coast Shire Council,
29/05/2019,
SPEAR Ref: S118886A

Amended by: Anthony Harold Jeavons, Licensed Surveyor 29/09/2022.

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AY536011B

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

REGISTRAR OF TITLES VICTORIA

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

LAND

Volume 12427 Folio 467 & 468

ON WHOSE BEHALF IS CAVEAT RECORDED

JANESE MARCIA LONG

PURPOSE(S) FOR RECORDING CAVEAT

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

REMOVAL OF CAVEAT

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

DATED 28/10/2024

Naomi Nott

.....
Assistant Registrar of Titles

Unofficial

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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1168501

APPLICANT'S NAME & ADDRESS

HWL EBSWORTH LAWYERS C/- INFOTRACK (MAJOR ACCOUNTS) C/- LANDATA

DOCKLANDS

VENDOR

LONG, JANESE MARCIA

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

657961

This certificate is issued for:

LOT 1 PLAN PS819223 ALSO KNOWN AS 133 SMITH STREET LORNE
SURF COAST SHIRE

The land is covered by the:
SURF COAST PLANNING SCHEME

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

The land:

- is included in a	GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a	DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 12
and a	HERITAGE OVERLAY (HO77)
and a	BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1
and a	SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4
and a	NEIGHBOURHOOD CHARACTER OVERLAY - SCHEDULE 2

A detailed definition of the applicable Planning Scheme is available at :
(http://planningschemes.dpcd.vic.gov.au/schemes/surfcoast)

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

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

19 August 2025

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

VICTORIA State Government

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LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

Assessment Number: 188259
Certificate Number: 38685
Issue Date: 20/08/2025

Property Location: 133 Smith Street LORNE 3232

Legal Description: LOT: 1 PS: 819223P

Capital Improved Value: $1,650,000
Site Value: $1,650,000
Net Annual Value: $82,500

The level of values date is 1 January 2025 and became operative for rating purposes on 1 July 2025.

RATES CHARGES AND OTHER MONIES:

Rates, Charges & Levies (for period 1 July 2025 to 30 June 2026)	
Rates General -	$2,453.39
Municipal Charge	$238.00
Residential ESVF Fixed Charge	$136.00
Residential ESVF Variable Charge	$285.45
Arrears to 30/06/2025:	$0.00
Interest to 17/07/2025:	$0.00
Adjustments:	$0.00
Less Pensioner Rebates/Remissions:	$0.00
Payments/Adjustments Made:	-$778.84
Balance of rates and charges owed:	**$2,334.00**

Additional Monies Owed:	
Debtor Balance Owing	
Special Rates and Charges:	
nil	
nil	

Total rates and charges/additional monies owed:	**$2,334.00***

In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land, which is due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

***Please call (03) 5261 0600 to confirm the outstanding balance prior to making any payments to avoid under/over payments.**

Rate instalments are due 30 September 2025, 30 November 2025, 28 February 2026 and 31 May 2026.

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MISCELLANEOUS INFORMATION

Emergency Services and Volunteers Fund (ESVF)
From 1 July 2025, the Emergency Services and Volunteers Fund (ESVF) replaced the Fire Services Property Levy (FSPL). It is an annual levy collected by councils via rates notices. All funds collected go to the Victorian State Government to support emergency services. For more information refer to www.dtf.vic.gov.au/emergency-services-and-volunteers-fund.

IMPORTANT INFORMATION

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council and specified flood level by the Council (if any).
This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

A verbal update of information included in this Certificate will be provided for up to two (2) months after date of issue but Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.
For settlement purposes after two (2) months a new Certificate must be applied for.
Please note the payments are subject to clearance of any cheque.

Telephone & Internet Payment Option – BPAY®

Biller Code: 34199
Reference Number: 1882599

Make this payment via internet or phone banking from your cheque or savings account. Quote the ***Biller Code*** and ***Reference Number*** indicated above.

COORDINATOR REVENUE

Your Reference: 77811753-012-2

Landata
PO Box 500
EAST MELBOURNE VIC 8002

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

BarwonWater

BARWON REGION WATER CORPORATION

☎ **ENQUIRIES 1300 656007**

Information Statement Part A

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

INSTALLATION NUMBER.	*20029309*	***APPLICATION NUMBER:***	*501731*	***DATE:***	*19/08/2025*
PROPERTY ADDRESS:	*133 SMITH ST, LORNE, VIC 3232*				
YOUR REFERENCE:	*657961*				
OWNER:	*BD & JM LONG*				
COMMENTS:	***Comments***				

The following service charges are applicable for the abovenamed property for the period 01/07/2025 to 30/09/2025. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

		Value	***GST***	***Price***
Sewerage Service Charge		*160.67*	*0.00*	*160.67*
Water Service Charge		*37.12*	*0.00*	*37.12*
Total Service Charge	*$*	*197.79*	*0.00*	*197.79*

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***
Sewerage Service Charge		*160.67*	*0.00*	*160.67*
Water Service Charge		*37.12*	*0.00*	*37.12*
TOTAL DUE	***$***	***197.79***	***0.00***	***197.79***

Important Information

Account Not Yet Issued For Service And Volume Charges.

The water meter for this property was last read on 05/06/2025. 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 18/10/2025. Barwon Water will not be held responsible for***
****** ***information provided verbally. For settlement purposes another certificate should be obtained after***
****** ***18/10/2025 and a fee will be payable.***

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

Manager Customer Centre

HWL Ebsworth Lawyers C/- InfoTrack (Major Accounts) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street Docklands

Biller Code: 585224
Ref Code: 6035 9797 2002 9309 2

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

Information Statement Part B

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

19-08-2025

HWL Ebsworth Lawyers C/- InfoTrack (Major Accounts) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 133 SMITH STREET LORNE 3232

I refer to your application received at this office on 19/08/2025. I wish to advise encumbrances which may not be shown on Certificate of Title presently exist in respect of the above property, and are set out below.

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

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

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

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

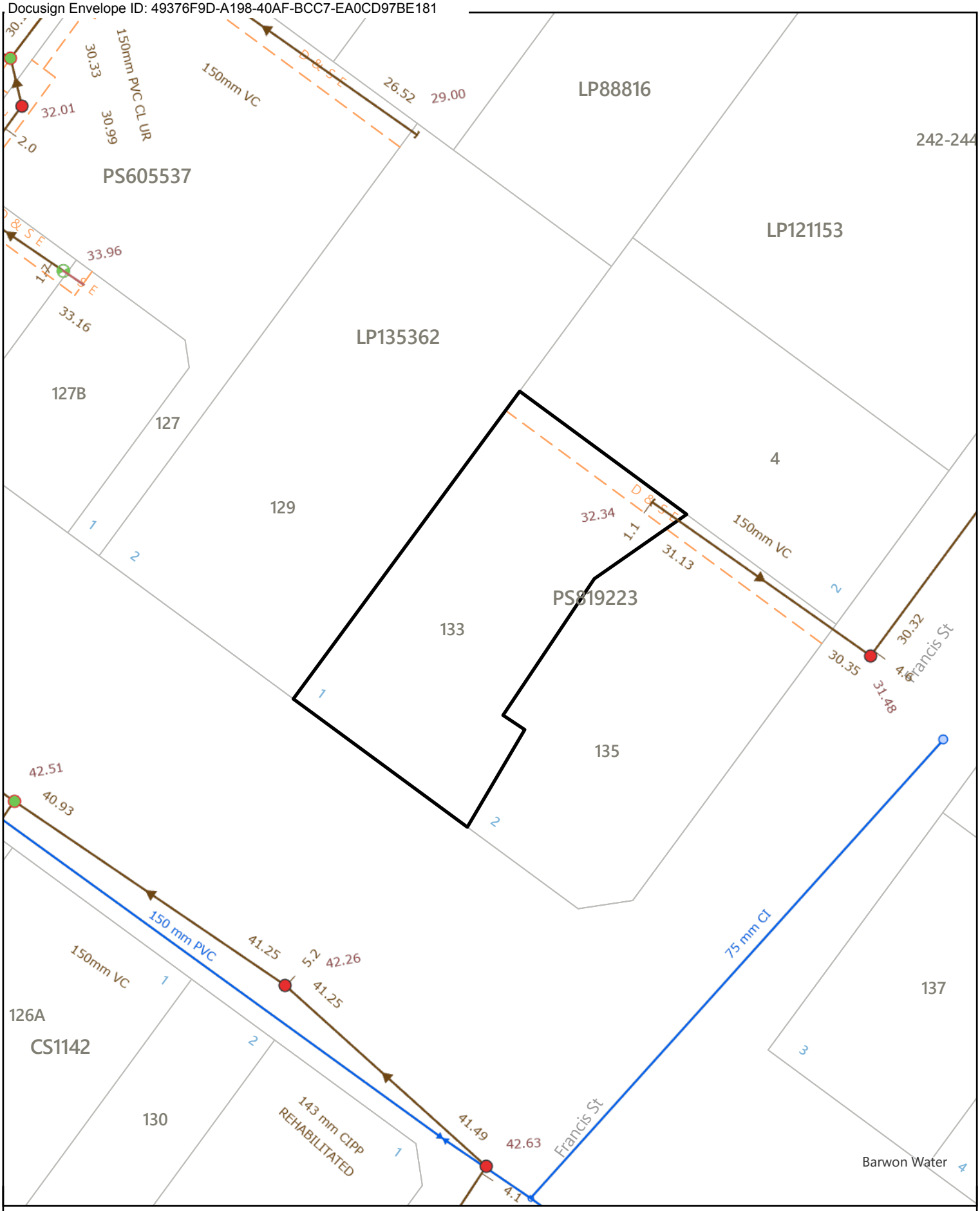
Should you have any inquiries, please contact Barwon Water on 1300 656 007.

Our Ref: EC501731
Your Ref: 657961
Agent Ref: 77811753-020-7

Yours faithfully.

Manager Customer Centre

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181



BarwonWater

133 SMITH ST LORNE

Scale: 1:500

Created: 19/08/2025

Legend

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

N

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

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

Property Clearance Certificate

Land Tax

INFOTRACK / HWL EBSWORTH LAWYERS

Your Reference:	1315919
Certificate No:	92810427
Issue Date:	19 AUG 2025
Enquiries:	ESYSPROD

Land Address: 133 SMITH STREET LORNE VIC 3232

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44480113	1	819223	12427	467	$0.00

Vendor: KRYSTAL PTY LTD & JANESE LONG

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
KRYSTAL PTY LTD	2025	$1,429,750	$22,241.78	$0.00	$0.00

Comments: Land Tax of $22,241.78 has been assessed for 2025, an amount of $22,241.78 has been paid.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$1,627,790
SITE VALUE (SV):	$1,429,750
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

Notes to Certificate - Land Tax

Certificate No: 92810427

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 = $8,517.75

Taxable Value = $1,429,750

Calculated as $4,650 plus ($1,429,750 - $1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $16,277.90

Taxable Value = $1,627,790

Calculated as $1,627,790 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 92810427

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: 92810427

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / HWL EBSWORTH LAWYERS

Your Reference:	1315919
Certificate No:	92810427
Issue Date:	19 AUG 2025
Enquires:	ESYSPROD

Land Address:	133 SMITH STREET LORNE VIC 3232

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44480113	1	819223	12427	467	$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$1,627,790
SITE VALUE:	$1,429,750
CURRENT CIPT CHARGE:	**$0.00**

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92810427

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.

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / HWL EBSWORTH LAWYERS

Your Reference:	1315919
Certificate No:	92810427
Issue Date:	19 AUG 2025

Land Address:	133 SMITH STREET LORNE VIC 3232

Lot	Plan	Volume	Folio
1	819223	12427	467

Vendor:	KRYSTAL PTY LTD & JANESE LONG
Purchaser:	FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

Notes to Certificate - Windfall Gains Tax

Certificate No: 92810427

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 92810423

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: 92810423

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

HWL Ebsworth Lawyers C/- InfoTrack (Major Accounts)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 657961

NO PROPOSALS. As at the 19th August 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

133 SMITH STREET, LORNE 3232
SURF COAST SHIRE

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: 19th August 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77811753 - 77811753122756 '657961'

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 19 August 2025 12:32 PM

PROPERTY DETAILS

Address:	**133 SMITH STREET LORNE 3232**
Lot and Plan Number:	**Lot 1 PS819223**
Standard Parcel Identifier (SPI):	**1\PS819223**
Local Government Area (Council):	**SURF COAST** www.surfcoast.vic.gov.au
Council Property Number:	**188259**
Planning Scheme:	**Surf Coast** Planning Scheme - Surf Coast
Directory Reference:	**Melway 518 H9**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**WESTERN VICTORIA**
Legislative Assembly:	**POLWARTH**

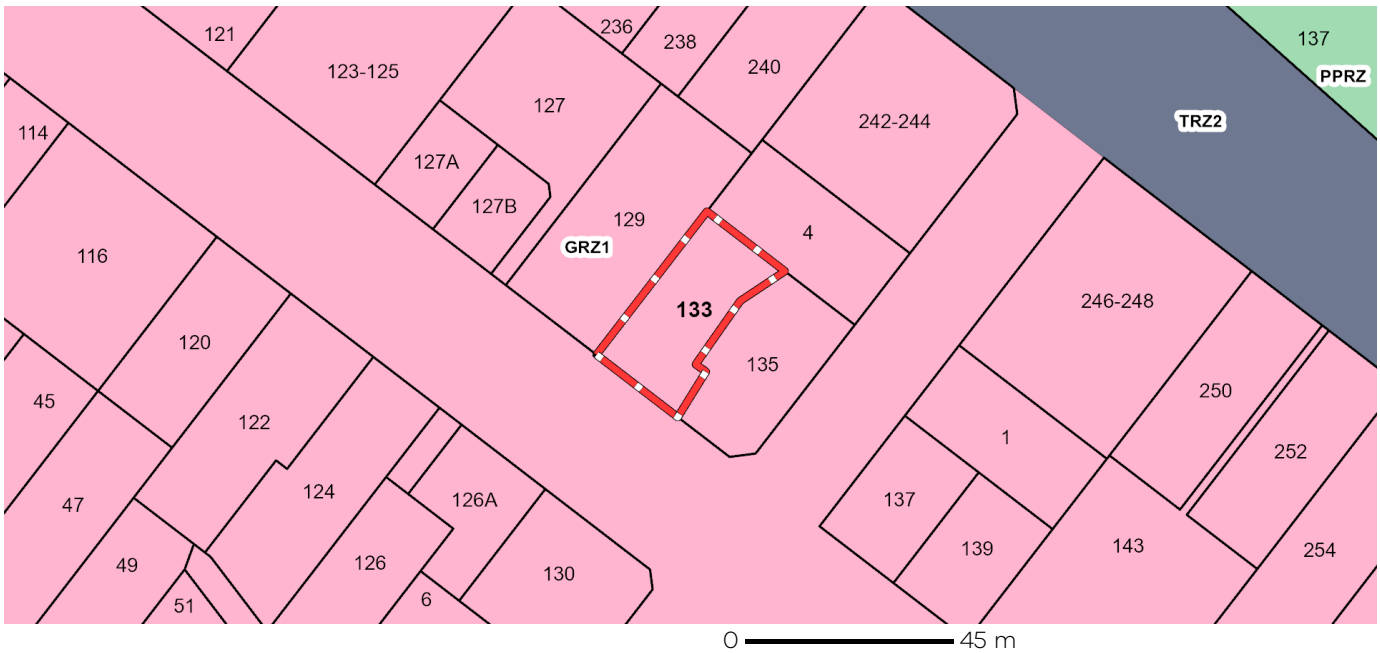
OTHER

Registered Aboriginal Party:	**Eastern Maar Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

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



GRZ - General Residential | PPRZ - Public Park and Recreation | TRZ2 - Principal Road Network

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

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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).

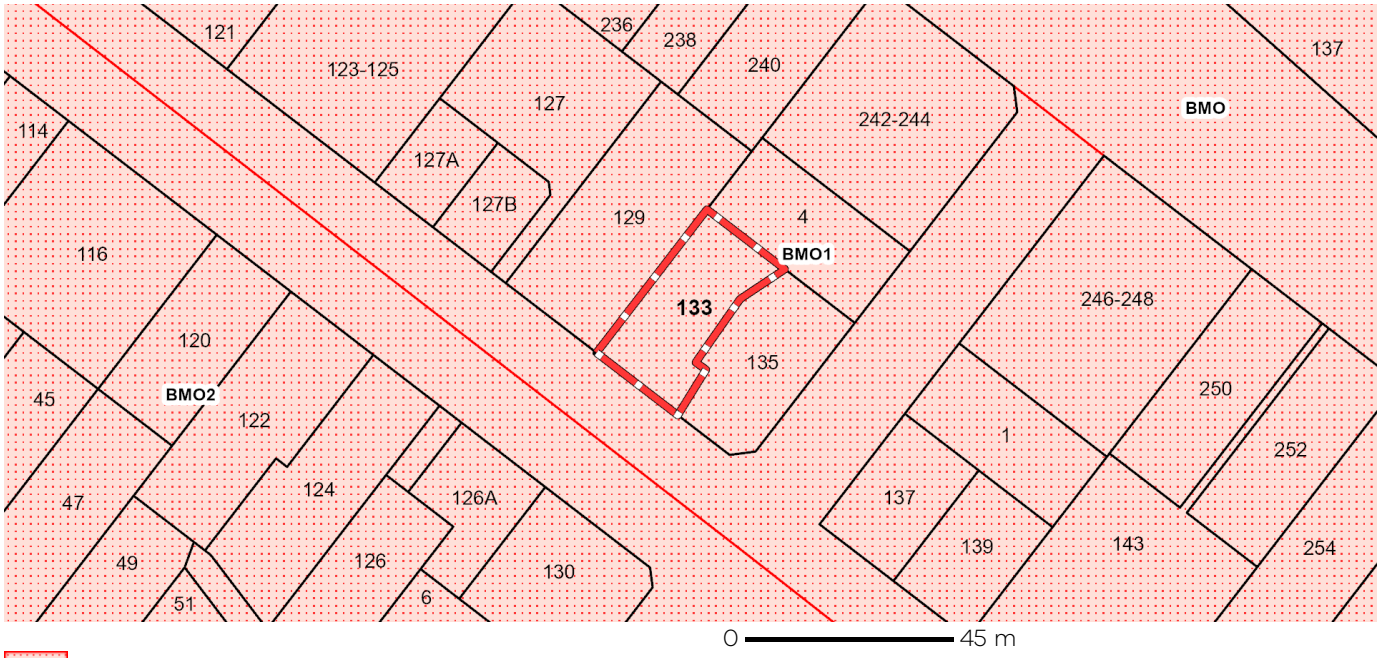
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PLANNING PROPERTY REPORT

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1 (BMO1)

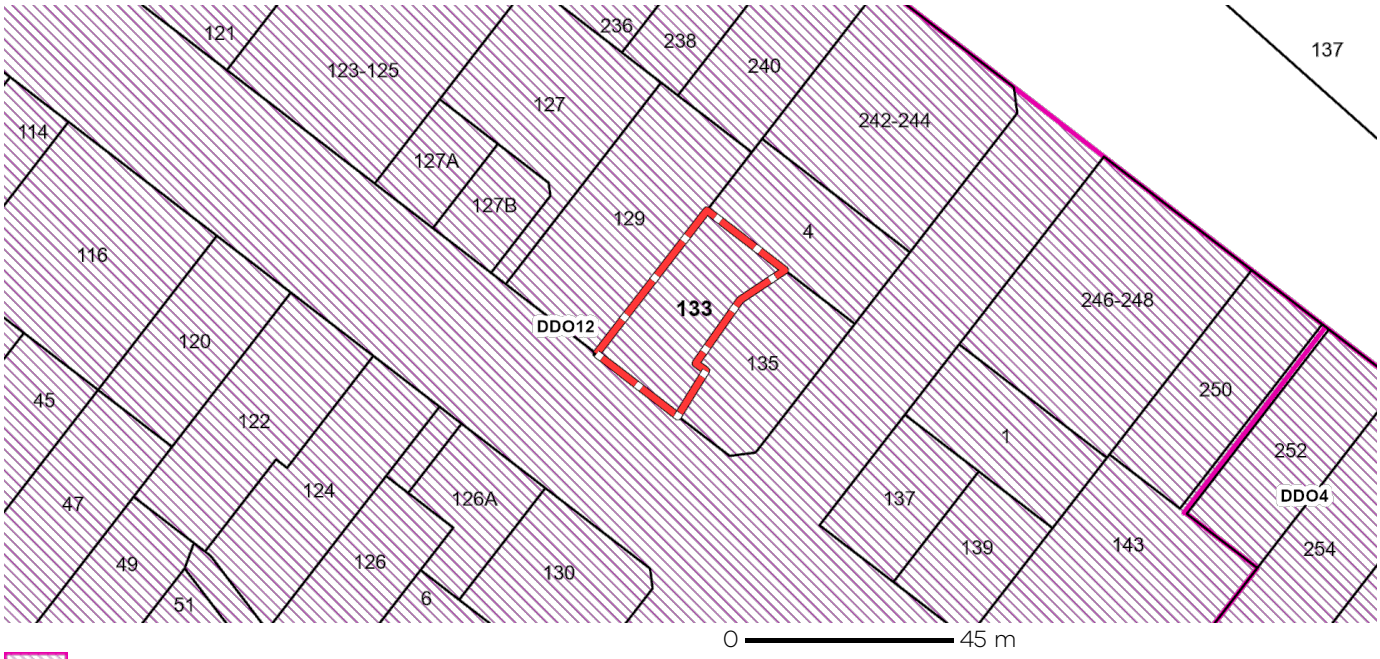


BMO - Bushfire Management Overlay

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 12 (DDO12)



DDO - Design and Development Overlay

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

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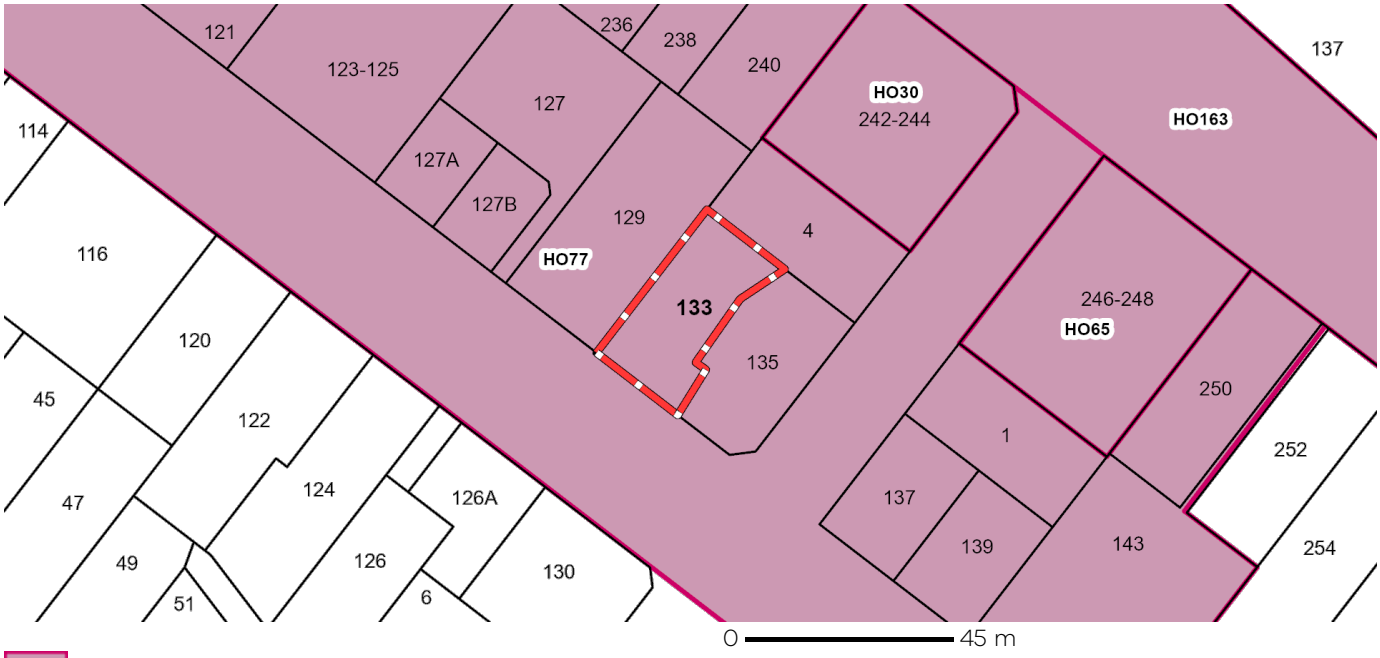
Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

PLANNING PROPERTY REPORT

Planning Overlays

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY - SCHEDULE (HO77)

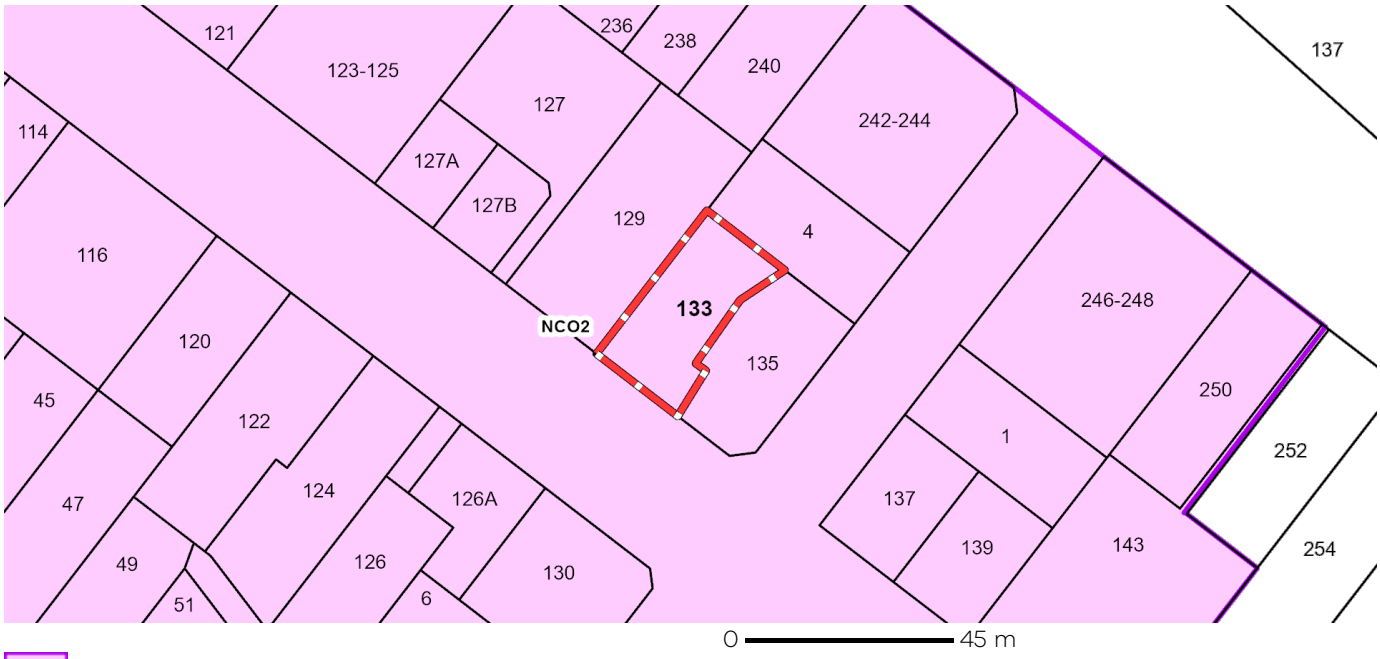


HO - Heritage Overlay

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

NEIGHBOURHOOD CHARACTER OVERLAY (NCO)

NEIGHBOURHOOD CHARACTER OVERLAY - SCHEDULE 2 (NCO2)



NCO - Neighbourhood Character Overlay

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

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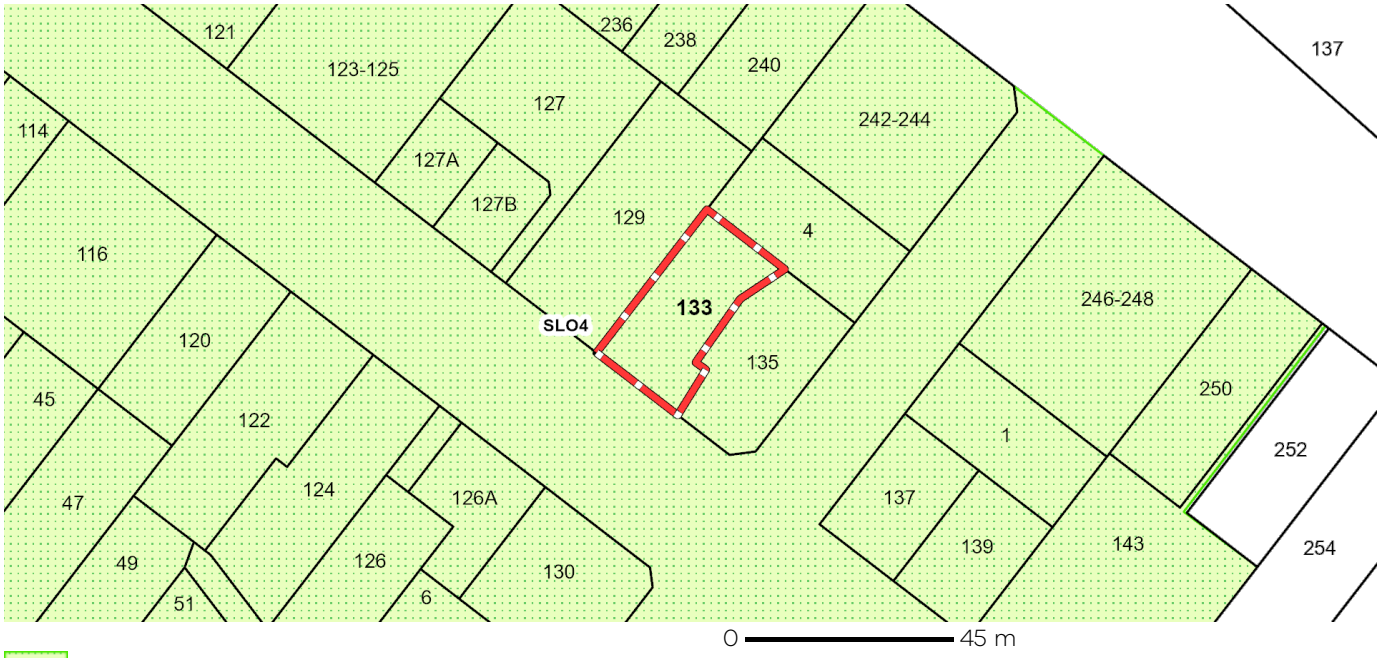
Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

PLANNING PROPERTY REPORT

Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4 (SLO4)



SLO - Significant Landscape Overlay

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

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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).

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



Aboriginal Cultural Heritage

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 15 August 2025.

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

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

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

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

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

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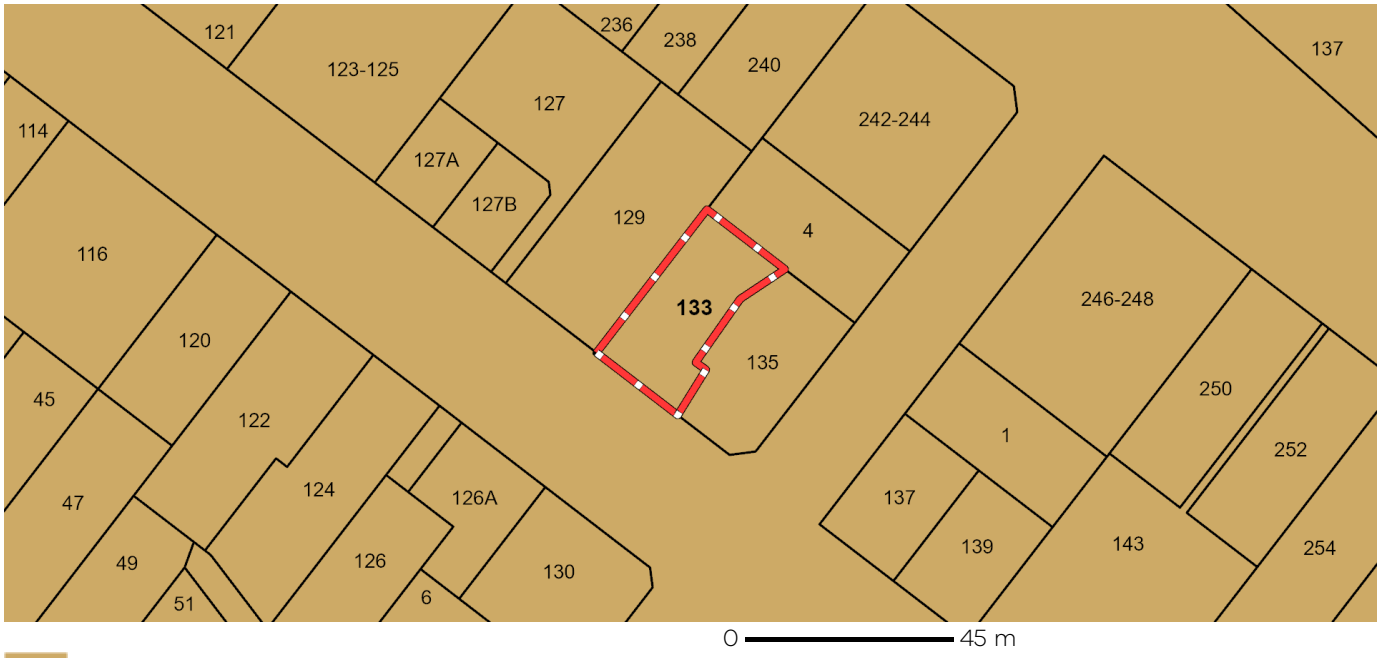
PLANNING PROPERTY REPORT

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 Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

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

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

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

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Extract of EPA Priority Site Register

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 133 SMITH STREET
SUBURB: LORNE
MUNICIPALITY: SURF COAST
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 518 Reference H9

DATE OF SEARCH: 19th August 2025

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information

- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and

- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register

[Extract of Priority Sites Register] # 77811753 - 77811753122756 '657961'

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

19 August 2025

Landata
Landata.online@servictoria.com.au

YOUR REF: 77811753-013-9

Dear Sir/Madam,

LOT 1 – 133 SMITH STREET, LORNE

I refer to your recent request for information with regard to Regulation 51(1) of the Building Regulations 2018 and advise the following in respect of the land or building:

a) *Details of any permit or certificate of final inspection issued in the preceding 10 years:* ***NONE***

b) *Details of any current determination made under Regulation 64(1) or exemption granted under Regulation 231(2):* ***NONE***

c) *Details of any current notice or order issued by the relevant building surveyor under the Building Act:* ***NONE***

COUNCIL NOTES:

- *Effective from 1 December 2019 Victorian legislation requires the registration of private pools and spas with Council, mandatory safety inspections and certification.*

  More information can be found at: www.surfcoast.vic.gov.au/pools

Yours faithfully,
Building Services – Surf Coast Shire Council

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

19 August 2025

Landata
Landata.online@servictoria.com.au

Your Reference: 77811753-014-6

Dear Sir/Madam,

LOT 1 – 133 SMITH STREET, LORNE

I refer to your recent request for information with regard to Regulation 51 (2) of the Building Regulations 2018 and advise whether the building or land is:

a) *in an area that is liable to flooding with the meaning of Regulation 5(2) –* ***NO***
b) *in an area that is designated under Regulation 150 as an area in which buildings are likely to be subject to attack by termites –* ***NO****; however,* ***treatment is recommended*** *by council;*
c) *in an area for which a bush fire attack level has been specified in a planning scheme –* ***YES***

Note: This property may be in a **Bushfire Management Overlay** where a bushfire attack level (BAL) has **not** been specified. **Please contact us on 52610600** or visit: https://mapshare.vic.gov.au/vicplan/

This property may also be land designated by the State Government (DELWP) as being in a **Bushfire Prone Area** pursuant to the Building Regulations 2018.

d) *in an area designated under Regulation 152 as likely to be subject to significant snowfalls –* ***NO***
e) *designated land –* ***NO***
f) *designated works –* ***NO***

COUNCIL NOTES:

1. A "person in charge" of a building site must adhere to the requirements under Community Amenity Local Law 2021, Part 3.8 & 3.9 – **Managing Building Sites**. Penalties may apply for non- compliance.

2. Before any building or demolition works are undertaken, or site access for such work, an **Asset Protection Permit** must be obtained under Community Amenity Local Law, Part 3.7 – Asset Protection. If a permit is not obtained and upon inspection by Council, damage to Council infrastructure is identified, the builder will be deemed responsible for the costs of rectification. Penalties may apply for non- compliance.

3. A **Works Within a Road Reserve Permit** is required for any works undertaken within the road reserve. This includes but is not limited to, construction of any new urban or rural driveway crossing, service connections and tree removal. See our website: www.surfcoast.vic.gov.au for forms and fees.

Yours faithfully

Building Services – Surf Coast Shire Council

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HERITAGE VICTORIA

CERTIFICATE

Pursuant to Section 58 of the *Heritage Act* 2017

APPLICANT:
HWL Ebsworth Lawyers C/- InfoTrack (Major Accounts)

PROPERTY ADDRESS:
133 SMITH STREET
LORNE

CERTIFICATE NO:
77815584

PARCEL DESCRIPTION:
Lot 1 PS819223P

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: 19/08/2025
Note: This Heritage Certificate is valid at the date of issue.

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CERTIFICATE OF AUTHORITY

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

This is to certify that:

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

2. State Trustees Limited was so appointed on the 15-AUG-2024 and the order remains in force.

Signed by State Trustees Limited by Angie Fideropoulos its attorney pursuant to a Power Of Attorney dated 17 December 2013

…… **Date: 13th of August 2025**

Angie Fideropoulos
Team Leader

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

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

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

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

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

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMON LAW DIVISION
TRUSTS, EQUITY AND PROBATE LIST

S ECI 2024 06821

IN THE MATTER of the Will and Estate of BRUCE DOUGLAS LONG, deceased

- and -

IN THE MATTER of section 34 of the *Administration and Probate Act 1958* and sections 48 and 51 of the *Trustee Act 1958*

BETWEEN

JANESE MARCIA LONG (who brings this proceeding by her administrator STATE TRUSTEES LIMITED) — Plaintiff

GENERAL FORM OF ORDER

JUDICIAL REGISTRAR:	Judicial Registrar McCann
DATE MADE:	5 March 2025
ORIGINATING PROCESS:	Originating Motion
HOW OBTAINED:	On the application by the plaintiff pursuant to r 1.14(2)(b) of the *Supreme Court (General Civil Procedure) **Rules** 2015* (Vic).
ATTENDANCE:	Not applicable.

OTHER MATTERS:

A. Bruce Douglas Long ('**deceased**') died on 26 December 2013, aged 81 leaving his last Will dated 23 December 1966.

B. The deceased was survived by his wife, Janese Marcia Long, the **plaintiff**.

C. By the Will, the deceased appointed the plaintiff as executor of his estate and bequeathed his entire residuary estate to her. As such, the plaintiff is the sole beneficiary of the estate of the deceased.

D. On 29 October 2014, a **Grant** of Probate of the Will was obtained by the plaintiff.

E. According to the inventory of assets and liabilities filed at the time of the probate application, the total gross value of the estate of the deceased was [redacted] with estimated liabilities of [redacted].

SUPREME COURT VICTORIA JUDICIAL REGISTRAR

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F. The Court is informed that some of the real property of the estate remains registered in the plaintiff's name in her capacity as the legal personal representative of the estate of the deceased, being the **Properties** situate at Lots 1 and 2, 133-135 Smith Street, Lorne, Victoria, 3232.

G. The Properties remain unsold, and the estate remains unadministered.

H. The plaintiff, born [redacted] is 86 years old and she is a person under a legal disability.

I. Pursuant to the orders of the Victorian Civil and Administrative Tribunal made 15 August 2024, State Trustees Limited was appointed to manage the plaintiff's financial affairs, as administrator, pursuant to the *Guardianship and Administration Act 2019* (Vic).

J. By reason of her legal disability, the plaintiff is unable to competently progress the administration of the estate of the deceased.

K. To finalise the administration of the estate of the deceased, the plaintiff, via her administrator, has commenced this application for the removal of the plaintiff as executor and trustee of the estate of the deceased with State Trustees Limited to be appointed in her stead.

L. By affidavit of Jasmine Berger, solicitor, sworn 16 December 2024, ('**Berger affidavit**'), State Trustees Limited has undertaken to the Court that it will:

(i) well and truly collect and administer estate of the deceased according to law;

(ii) if required by the Court or the Registrar, make and file or cause to be made and filed in the Court, a true and just account of the administration of the estate; and

(iii) if required by the Court, deliver up the Grant to the Court.

M. The Court has read and relied on the affidavit of Naomi Freier affirmed on 16 December 2024 and the Berger affidavit and the exhibits referred to in those affidavits.

N. By order of the Honourable Justice Gray made 3 March 2025, the proceeding was referred to a Judicial Registrar.

O. This order is signed by the Judge pursuant to rule 60.02(1)(b) of the *Rules*.

THE COURT ORDERS THAT:

1. Pursuant to section 34(1)(c) of the *Administration and Probate Act 1958* (Vic), the plaintiff, Janese Marcia Long, is removed as the executor of the estate of the deceased.

2. Pursuant to section 34(1) of the *Administration and Probate Act 1958* (Vic), State Trustees Limited be appointed as administrator with will annexed of the estate of the deceased..

SUPREME COURT VICTORIA JUDICIAL REGISTRAR

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3. Pursuant to section 48(1) of the *Trustee Act 1958* (Vic). the plaintiff, Janese Marcia Long, be discharged as trustee of the estate of the deceased and State Trustees Limited be appointed trustee of the estate of the deceased in her place.

4. Pursuant to section 51(2)(a) of the *Trustee Act 1958* (Vic), the assets of the estate of the deceased be vested in and transferred to State Trustees Limited as trustee of the estate of the deceased.

5. An authenticated copy of this order be annexed to the Grant and the original of which be delivered up to the Registrar of Probates for this purpose, within 21 days of this Order.

6. The plaintiff's costs of and incidental to this proceeding be paid from the administration of the estate of the deceased.

DATE AUTHENTICATED: 5 March 2025

SUPREME COURT OF VICTORIA JUDICIAL REGISTRAR

JUDICIAL REGISTRAR McCANN

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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

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Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Disclaimer

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Contract of sale of land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../……/20…..

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

.....

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

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

SIGNED BY THE VENDOR:

SIGNED BY .....
For and on behalf of Krystal Pty Ltd (ACN 059 850 261)

SIGNED BY .....

As Agent authorised under S28 of the *Trustee Act 1958*
State Trustees Limited (as Administrator of the Affairs of Janese Marcia Long) and State Trustees Limited (as Administrator with Will annexed of the estate of Bruce Douglas Long deceased)

..... on ...../……/20……

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

.....

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

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

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

Table of contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

23. ADJUSTMENTS

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

25. GST WITHHOLDING

26. TIME & CO-OPERATION

27. SERVICE

28. NOTICES

29. INSPECTION

30. TERMS CONTRACT

31. LOSS OR DAMAGE BEFORE SETTLEMENT

32. BREACH

33. INTEREST

34. DEFAULT NOTICE

35. DEFAULT NOT REMEDIED

Particulars of sale

Vendor's estate agent

Name: Barnett Real Estate .....

Address: Unit 2 A/242 Ryrie St, Geelong VIC 3220 .....

Email: jason@barnettproperty.com.au .....

Tel: ..... Mob:

Vendor

Name: Krystal Pty Ltd

ACN: 059 850 261

Address: 412 Bell Street, Pascoe Vale VIC 3044

Name: State Trustees Limited (as Administrator of the Affairs of Janese Marcia Long) and State Trustees Limited (as Administrator with Will annexed of the estate of Bruce Douglas Long deceased)

ACN: 064 593 148

Address: 1 McNab Avenue Footscray, VIC 3011

Vendor's legal practitioner or conveyancer

Name: **HWL Ebsworth Lawyers** .....

Address: Level 8, 447 Collins Street, Melbourne, Victoria 3000 .....

Email: sshipp@hwle.com.au .....

Tel: 03 8644 3437..... Ref: LAD:SBS:1315919

Purchaser's estate agent

Name: ....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

Purchaser

Name: ....

Address: .....

ABN/ACN: .....

Email: .....

Purchaser's legal practitioner or conveyancer

Name: ....

Address: .....

Email: ....

Tel: ..... Fax: ..... DX:..... Ref: .....

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12427 Folio 467	1	PS819223P

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 133 Smith Street, Lorne Victoria 3232 .....

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

All fixed floor coverings, light fittings and window furnishings as inspected

Payment

Price $ .....

Deposit $ ..... by ..... / ..... / 20..... (of which $ ..... has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

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

Settlement (general conditions 17 & 26.2)

is due on ..... / ..... /20.....

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(**only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document*)

- ☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

- ☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

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

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: no more than $ ..... Approval date: ..... / ..... /20.....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Schedule 1 Purchaser's FIRB Declaration	The Purchaser declares that it is a foreign person as defined in the *Foreign Acquisitions and Takeovers Act* 1975 (Cth)
please tick the right option	No ☐ Yes ☐
	Where the Purchaser has ticked "Yes" above, complete nationality information below:
	Purchaser 1 nationality: _____
	Purchaser 2 nationality: _____

Schedule 2

The Purchaser assumes the following encumbrances:

1. All registered and any unregistered and implied easements, covenants and restrictive covenants (if any) affecting the Land including those disclosed in the Vendor's Statement.

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

Special Conditions

1. Adjustments

(a) For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

(b) General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

2. FIRB

2.1 **Warranty**

The Purchaser warrants that one of the following apply:

(a) the Purchaser:

(i) is not required to provide notice of the entering into of this Contract or the purchase of the Property to the FIRB or any other relevant Authority; and

(ii) does not require any consent or approval under the FIRB Act or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract; or

(b) the Purchaser has obtained any necessary consent or approval from the FIRB and any other relevant Authority to the purchase of the Property by the Purchaser on the terms and conditions set out in this Contract.

2.2 **Indemnity**

If the warranty in Special Condition 2.1 is untrue in any respect the Purchaser must indemnify the Vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the Vendor in having relied on this warranty when entering into this Contract.

2.3 **Non merger**

This Special Condition 2.3 will not merge on the transfer of the Land but will continue to have full force and effect.

3. Auction sale

If the Land is offered for sale by public auction, it will be subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the *Sale of Land (Public Auction) Regulations 2014* (Vic) (a copy of which is annexed in Annexure B) or any rules prescribed by regulation which modify or replace those Rules.

Docusign Envelope ID: 49376F9D-A198-40AF-BCC7-EA0CD97BE181

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature "means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

(b) any reservations, exceptions and conditions in the crown grant; and

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

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

6 VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

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

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

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

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

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

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

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

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

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

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

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

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

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

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

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

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

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

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

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

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

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

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

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

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

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

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

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. 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.

13. GENERAL LAW LAND

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

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

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

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor’s legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

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

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

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

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

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

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

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

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

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

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

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

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

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

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

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

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgement network; and

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

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

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

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Annexure A Guarantee and Indemnity

Date of this Agreement	
Vendor	The Vendor named in the Reference Schedule.
Guarantor	The Guarantor named in the Reference Schedule.
Recitals	A. At the request of the Guarantor, the Vendor has agreed to enter into the Contract. B. Each Guarantor guarantees the Purchaser's obligations under the Contract and indemnifies the Vendor on the terms stated in this Agreement.

The party described as the Guarantor in the Schedule hereto (**Guarantor**) has requested the Vendor to enter into this Guarantee and Indemnity and the Vendor enters into this Guarantee and Indemnity in consideration of $1.00 payable to the Vendor within 10 Business Days from receipt of written demand.

The Guarantor agrees to guarantee and indemnify the Vendor as follows:

1. The Guarantor guarantees to the Vendor prompt performance of all of the obligations of the Purchaser contained or implied in the Contract.

2. If the obligation of the Purchaser is to pay money, the Vendor may if the Purchaser has not paid the money when due immediately recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser or any other person.

3. The Guarantor is liable for and indemnifies the Vendor against any cost (including legal fees and disbursements on a full indemnity basis and any counsel or consultant's fees and expenses at the rate charged to the Vendor), liability, loss, fine, penalty, suit, claim or damage that the Vendor may suffer because of:

   (a) a failure by the Purchaser to pay any money to the Vendor under the Contract; or

   (b) the Vendor having no legal right to recover any money from the Purchaser under the Contract; or

   (c) any money payable by the Purchaser to the Vendor under the Contract not otherwise being payable.

4. The indemnity in clause 3:

   (a) is in addition to and separate from the guarantee in clause 1; and

   (b) is a principal obligation and is independent of the Purchaser's obligations to the Vendor.

5. The Guarantor must pay the Vendor the amount owing under the indemnity in clause 3 on demand by the Vendor.

6. The Vendor may without affecting this Guarantee grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or release, part with, vary, relinquish or renew in whole or in part any security, document of title, asset or right held by the Vendor.

7. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has repaid the total indebtedness of the Purchaser and so that in the event of the liquidation or bankruptcy of the Guarantor the Vendor will be entitled to prove for the total indebtedness of the Purchaser.

8. In the event of the liquidation or bankruptcy of the Purchaser the Guarantor authorises the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee.

9. The remedies of the Vendor against the Guarantor will not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void, defective or informal.

10. The Guarantor is liable for and indemnifies the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded his powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.

11. Any demand or notice under this Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the guarantor by prepaid letter addressed to the Guarantor at his address herein mentioned. Such notice or demand when posted will be deemed to be properly given on the day next following the day of posting.

12. Where not inconsistent with the context the expression Guarantor as herein used will where there is only one Guarantor mean and include the Guarantor, his executors and administrators or in the case of a corporate Guarantor that Guarantor and its successors and will when there are two or more Guarantors mean and include those Guarantors and each and every or any of them and the executors, administrators or successors of each and every one of them. When two or more Guarantors are parties hereto the covenants and agreements on their part herein contained will bind them and any two or more of them jointly and each of them severally.

13. This Guarantee and Indemnity may be executed and exchanged in any manner permitted under the Contract for the execution and exchange of that document (including electronically).

REFERENCE SCHEDULE

Vendor: Krystal Pty Ltd (ACN 059 850 261) and State Trustees Limited (as Administrator of the Affairs of Janese Marcia Long) and State Trustees Limited (as Administrator with Will annexed of the estate of Bruce Douglas Long deceased)

Purchaser:

Property: 133 Smith Street, Lorne Victoria 3232

Guarantor(s): _____

EXECUTED AS AN AGREEMENT

SIGNED by Guarantor 1 named above:

_____
Signature of Guarantor 1

SIGNED by Guarantor 2 named above:

_____
Signature of Guarantor 2

Signature of the Vendor:

SIGNED BY .....
For and on behalf of Krystal Pty Ltd (ACN 059 850 261)

SIGNED BY .....

As Agent authorised under S28 of the *Trustee Act 1958*
For and on behalf of State Trustees Limited (as Administrator of the Affairs of Janese Marcia Long) and State Trustees Limited (as Administrator with Will annexed of the estate of Bruce Douglas Long deceased)

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Annexure B Auction Conditions

Sale of Land (Public Auctions) Regulations 2014

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.

8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.