

Lot 10, 40 Old Geelong Road, Ballan VIC 3342
(Property)

CONTRACT OF SALE

Vendor: Adlei Holdings Pty Ltd ACN 004 463 076



Level 7, 555 Lonsdale Street
Melbourne VIC 3000
(PO Box 13349
LAW COURTS VIC 8010)

Tel: 03 8601 8888
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Ref: 20255054



**LAW
INSTITUTE
VICTORIA**



Contract of Sale of Land

Property: Lot 10, 40 Old Geelong Road, Ballan VIC 3342

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of Conveyancers (Victorian Division)



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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Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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WARNING TO ESTATE AGENTS

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

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:

..... on/...../20.....

Print name(s) of person(s) signing: Donald Allan Martin and Ian Osland Martin

.....

State nature of authority, if applicable: Directors of Adlei Holdings Pty Ltd.....

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

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Particulars of sale

Vendor's estate agent

Name: McFall Real Estate
Address: 136 Inglis Street, Ballan VIC 3342
Email: joe@mcfallrealestate.com.au
Tel: (03) 5368 1500 Mob: Ref: Joe McFall

Vendor

Name: Adlei Holdings Pty Ltd
Address: 91 Doncaster Road, Balwyn North VIC 3104
ACN: 004 463 076 ABN: 53 004 463 076.....

Vendor's legal practitioner or conveyancer

Name: Williams Winter Solicitors
Address: Level 7, 555 Lonsdale Street, Melbourne Victoria 3000 (PO Box 13349 LAW COURTS VIC 8010) ...
Email: conveyancing@williamswinter.com.au
Tel: 03 8601 8888 Ref: KML:JRT:20255054

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 9749 Folio 094	10	LP206804B

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: Lot 10, 40 Old Geelong Road, Ballan, Victoria 3342

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

All fixtures and fittings as inspected
.....

Payment

Price \$

Deposit \$ Payable on the signing hereof

Balance \$ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

This sale is a sale of a 'going concern' if the box is checked

The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on / /20.....

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

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

Lease (general condition 5.1)

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

(*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

Special conditions

Instructions: *It is recommended that when adding special conditions:*

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on the last page; and
- attach additional pages if there is not enough space.



GC 23 – special condition

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 applies.



GC 28 – special condition

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

Special condition 1 – Removal of General Conditions

1.1 The following General Conditions contained in Part 2 of the Standard form of Contract prescribed by the former *Estate Agents (Contracts) Regulations 2008* shall not apply to this Contract:

- General Condition 3;
- General Condition 15;
- General Condition 16;
- General Condition 20;**
- General Condition 31.4, 31.5 and 31.6.

Special condition 2 – Multiple purchasers

2.1 If there is more than one Purchaser the agreements and obligations of the Purchaser under this Contract and the conditions thereof shall bind any two or more of them jointly and each of them severally.

Special condition 3 – Guarantee

3.1 If the Purchaser is a corporation, or if the Purchaser nominates an additional or substituted Purchaser then in the event the substituted Purchaser or additional Purchaser is a corporation, the Directors of the Purchaser Company and, if applicable, the Directors of the substituted or additional Purchaser shall personally guarantee the performance of the within Contract of Sale in the form of the Guarantee annexed hereto.

Special condition 4 – Property sold as is

- 4.1 The Purchaser acknowledges and agrees that there are no conditions, warranties or other terms affecting the sale of the property other than those embodied in this Contract and that the Purchaser shall not be entitled to rely on any representations or statements made by the Vendor or its agents or auctioneer or their servants or employees or in any brochures, pamphlets or material whatsoever in respect of the sale of the property unless the same are included in this Contract.
- 4.2 The Purchaser further acknowledges that they have inspected the property sold and agree that save as may otherwise be expressly provided in this Contract that they purchased the property sold in its present condition, state of repair and with such defects as may exist as at the date of this Contract. This Condition shall enure for the benefit of the Vendor and its agents or auctioneer and their servants and employees.

Special condition 5 – Severability

5.1 Each term, condition and stipulation contained in this Contract is separate and independent and shall be so construed and interpreted and shall be deemed to be severable.

Special condition 6 – Interpretation

6.1 In this Contract of Sale unless there is something in the context or subject matter inconsistent therewith the words “Vendor” and “Purchaser” wherever used herein shall in the case of the Vendor include the administrators, executors, successors, transferees and/or assigns of the Vendor and in the case of the Purchaser shall include the administrators, executors, transferees and/or assigns of the Purchaser. Words importing a gender shall include all genders and words importing the singular number shall include the plural and vice versa.

Special condition 7 – Purchaser warranties

- 7.1 The Purchaser COVENANTS AND WARRANTS with and to the Vendor that:
- (a) (If the Purchaser is a corporation) the Purchaser is a body corporate duly formed or incorporated in the State of Victoria or in some other State or Territory of the Commonwealth of Australia.
 - (b) The consent or licence of any person or body is not required to the Purchaser entering into this Contract or the purchase of property hereby effected.
 - (c) The Purchaser is duly empowered to enter into this Contract and is not inhibited from entering into this Contract by any reason whatsoever and without limiting the generality of the foregoing by reason of any trust, charge or undertaking.
- 7.2 If the Purchaser is a corporation and if this Contract has been signed by a person as a director for and on behalf of that corporation that person hereby represents and warrants to the Vendor as an additional inducement to the Vendor entering into this Contract that they have authority pursuant to the Articles of Association of that corporation (or otherwise if that corporation is a foreign corporation) to bind that corporation to all the provisions contained in this Contract.

Special condition 8 – Foreign Purchaser

- 8.1 The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* do not require the Purchaser to obtain consent to enter this contract.
- 8.2 If there is a breach of the warranty contained in clause 8.1 (whether intentional or not) the Purchaser must indemnify and compensate the Vendor for any loss, damage or cost which the vendor incurs as a result of the breach.
- 8.3 This warranty and indemnity do not merge on completion of this contract.

Special condition 9 – Purchasers acquiring property in unequal shares

- 9.1 If there is more than one Purchaser it is the Purchasers' responsibility to ensure that this Contract correctly records at the date of sale the proportions in which the Purchasers are purchasing the property ("the proportions").
- 9.2 If the proportions recorded in the transfer differ from those recorded in this Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 9.3 The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in this Contract.
- 9.4 This Special Condition will not merge on completion.

Special condition 10 – Sales conditional upon each other

- 10.1 The sale of lots 9, 10 and 11 LP206804B ("lots"), being the land in certificates of title volume 9749 folios 093, 094 and 095 together known as 40 Old Geelong Road, Ballan are conditional upon each other and are required to be completed simultaneously.
- 10.2 The purchaser acknowledges that the duty payable on the transfers of the 3 lots will be subject to aggregation.
- 10.3 A breach of the terms of the Contract of Sale of any one of the lots constitutes a breach of the terms of the Contract of Sale of all of the lots.

Special condition 11 – Planning Permit

- 11.1 The purchaser acknowledges that the vendor has obtained planning permit no. PA2018130 from the Moorabool Shire Council issued on 8 August 2022. The planning permit allows for a Staged Subdivision of the land in lots 9, 10 and 11 on LP206804B and removal of an easement. Copies of the planning permit and the planning permit with extension of time for certification of the plan of subdivision to 8 August 2025 are attached to the Section 32 Statement. The purchaser further acknowledges that the vendor will take no further action in respect of the planning permit and all future steps required to subdivide the land and remove the easement pursuant to the planning permit will be carried out by the purchaser or its transferees or assigns at the expense of the purchaser or its transferees or assigns.

Special condition 12 – Swimming Pool at Lot 10 and condition of dwelling at Lot 10

- 13.1 The purchaser acknowledges that the pool located at lot 10 LP206804B has been decommissioned and that the vendor has not and will not comply with any obligations applicable to the registration of the pool or any pool fencing. The vendor accepts the property in its present condition with all patent and latent defects.
- 12.2 The purchaser acknowledges that it purchases the dwelling in the condition it is in on the Day of Sale. The vendor will take no steps to rectify any damage to the dwelling.

Special condition 13 – GST

- 13.1 The vendor acknowledges that the property is sold as an existing residence on which is constructed a dwelling and no GST is payable in respect of the property. If the Vendor is wrong and GST is applicable, the Vendor will apply the Margin Scheme to calculate the GST.

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
 - (e) 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.

GUARANTEE AND INDEMNITY

In consideration of the Vendor selling to the Purchaser at the Purchaser's request the property described in the Contract for the price and upon the terms and conditions set out in the Contract, the Guarantor **COVENANTS AND AGREES** with the Vendor that:

1. If at any time the Purchaser defaults in the payment of the purchase money or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the Contract or any substituted Contract or in the performance or observance of any term or condition under the Contract or any substituted Contract to be performed or observed by the Purchaser the Guarantor;
2.
 - (a) will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, the residue of purchase money or other monies which will then be due and payable to the Vendor, and
 - (b) will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.
3. This Guarantee will be a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the Contract or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor.
4. Words importing the singular number will include the plural number and words importing the plural number will include the singular number and words importing the masculine gender will include the feminine and/or a corporation as the case may require. Where there is more than one Guarantor, the obligation arising under this Guarantee will bind each Guarantor jointly and severally.
5. A reference to a party includes that party's successors, transferees and assigns.
6. No time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.
7. For the purpose of this Guarantee and Indemnity the words set out in the Schedule will have their corresponding meaning.

SCHEDULE

Vendor: Adlei Holdings Pty Ltd ACN 004 463 076

Purchaser:

The Contract: The following Contract of Sale between the Vendor and the Purchaser:

Dated:

Property: Lot 10, 40 Old Geelong Road, Ballan, Victoria 3342

Certificate of Title: Volume 9749 Folio 094

Guarantor: Name:

Address:

Name:

Address:

DATED: this day of 202_

SIGNED SEALED AND DELIVERED by the said)
)
)
Print Name) Signature of Guarantor
)
In the presence of:)
)
Signature of Witness)

SIGNED SEALED AND DELIVERED by the said)
)
)
Print Name) Signature of Guarantor
)
In the presence of:)
)
Signature of Witness)

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 30 October 2018.

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Section 32 Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included.

"Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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

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

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

Land	Lot 10, 40 Old Geelong Road, Ballan, Victoria 3342
-------------	--

+ Vendor's name	Adlei Holdings Pty Ltd	Date / /
+ Vendor's signature	Donald Allan Martin - Director	
+ Vendor's signature	Ian Osland Martin - Director	

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

Important information

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1. FINANCIAL MATTERS

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

- (a) Are contained in the attached certificate/s.
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge¹, which are not included in items 1.1(a) above; other than any amounts described in this rectangular box.

Nil to the Vendor's knowledge

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

Nil to the Vendor's knowledge

1.3 Terms Contract

This section 1.3 only applies if this section 32 statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not applicable

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this section 32 statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 118
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	<input checked="" type="checkbox"/> Not applicable

¹ Other than any GST payable in accordance with the contract.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this section 32 statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable

2.2 Owner-Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not applicable

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

Is in the attached copies of title document/s.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

Nil to the Vendor's knowledge

3.2 Road Access

There is NO access to the property by road if the square box is marked with an "X"

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act 1993* if the square box is marked with an "X"

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements.

4.2 Agricultural Chemicals

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

Not applicable

4.3 Compulsory Acquisition

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

Not applicable

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Not applicable

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

Not applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

Not applicable

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Not applicable

8. SERVICES

The services which are marked with an “X” in the accompanying square box are NOT connected to the land:

Electricity supply Gas supply Water supply Sewerage Telephone services

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not applicable

10.2 Staged Subdivision

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

Not applicable

10.3 Further Plan of Subdivision

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

Not applicable

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this section 32 statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act* 2010 (Cth)

Not applicable

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this section 32 statement but the checklist may be attached as a matter of convenience.)

Attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is a Law Institute of Victoria published "Additional Section 32 Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

1. Title Search Volume 9749 Folio 094
2. Plan of Subdivision LP206804B
3. Moorabool Shire Council Planning Permit PA2018130 and approved plans
4. Planning Property Report
5. Land Information Certificate
6. Water Information Statement.
7. Building Certificate (1)
8. Building Certificate (2)
9. State Revenue Office Property Clearance Certificates
10. Extract of EPA Priority Register
11. VicRoads Certificate
12. Due Diligence Checklist.

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

Page 1 of 1

VOLUME 09749 FOLIO 094

Security no : 124121648677F
Produced 31/01/2025 03:52 PM

LAND DESCRIPTION

Lot 10 on Plan of Subdivision 206804B.
PARENT TITLE Volume 09695 Folio 699
Created by instrument LP206804B 28/05/1987

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ADLEI HOLDINGS PTY LTD of 68 DONCASTER ROAD BALWYN NORTH VIC 3104
AJ974360J 17/10/2012

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE LP206804B 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: 40 OLD GEELONG ROAD BALLAN VIC 3342

DOCUMENT END



Imaged Document Cover Sheet

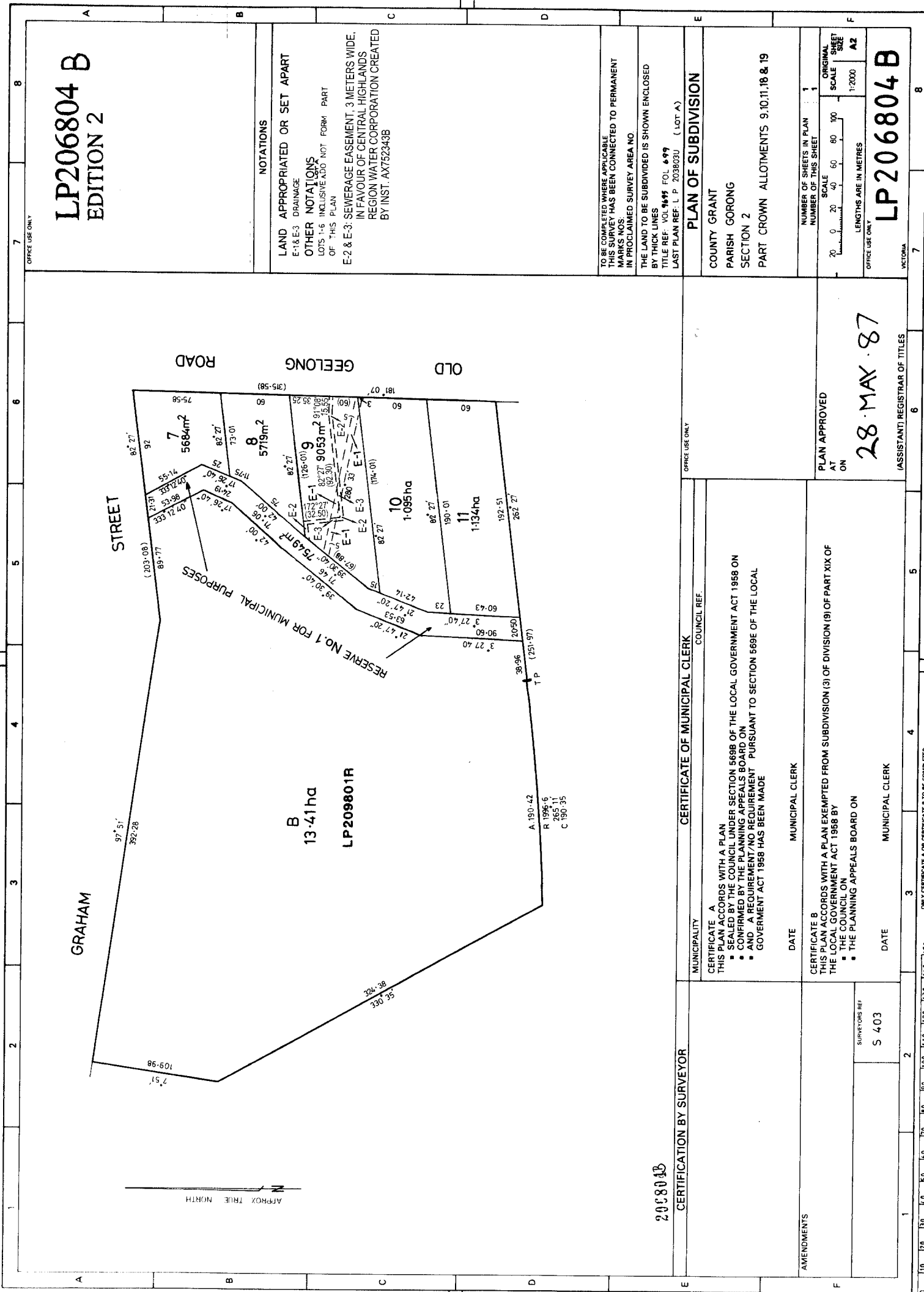
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	LP206804B
Number of Pages (excluding this cover sheet)	2
Document Assembled	31/01/2025 15:36

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LP206804 B
EDITION 2

NOTATIONS

LAND APPROPRIATED OR SET APART
E-1 & E-3 DRAINAGE

OTHER NOTATIONS
LOTS 1-6 INCLUSIVE ADD NOT FORM PART OF THIS PLAN

E-2 & E-3: SEWERAGE EASEMENT, 3 METERS WIDE, IN FAVOUR OF CENTRAL HIGHLANDS REGION WATER CORPORATION CREATED BY INST. AX752343B

TO BE COMPLETED WHERE APPLICABLE THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NOS. IN PROCLAIMED SURVEY AREA NO.

THE LAND TO BE SUBDIVIDED IS SHOWN ENCLOSED BY THICK LINES

TITLE REF: VOL 9499 FOL 499
LAST PLAN REF: L P 2038030 (LOT A)

PLAN OF SUBDIVISION

COUNTY GRANT
PARISH GORONG
SECTION 2
PART CROWN ALLOTMENTS 9.10.11.18 & 19

NUMBER OF SHEETS IN PLAN: 1
NUMBER OF THIS SHEET: 1

SCALE: 1:2000
LENGTHS ARE IN METRES

OFFICE USE ONLY
LP206804 B

STREET
GEELONG ROAD
OLD

GRAHAM

B
13.41 ha
LP209801R

OFFICE USE ONLY

CERTIFICATE OF MUNICIPAL CLERK

MUNICIPALITY: COUNCIL REF:

CERTIFICATE A
THIS PLAN ACCORDS WITH A PLAN SEALED BY THE COUNCIL UNDER SECTION 569B OF THE LOCAL GOVERNMENT ACT 1958 ON AND A REQUIREMENT/NO REQUIREMENT PURSUANT TO SECTION 569E OF THE LOCAL GOVERNMENT ACT 1958 HAS BEEN MADE

DATE: MUNICIPAL CLERK

CERTIFICATE B
THIS PLAN ACCORDS WITH A PLAN EXEMPTED FROM SUBDIVISION (3) OF DIVISION (9) OF PART XIX OF THE LOCAL GOVERNMENT ACT 1958 BY THE COUNCIL ON THE PLANNING APPEALS BOARD ON

DATE: MUNICIPAL CLERK

209803B

CERTIFICATION BY SURVEYOR

SURVEYORS REF
S 403

PLAN APPROVED AT ON
28 MAY 87

(ASSISTANT) REGISTRAR OF TITLES

ONLY CERTIFICATE A OR CERTIFICATE B TO BE COMPLETED
DELETE WORDS NOT APPLICABLE



EDQ Group P/L
PO Box 7
Ballan VIC 3342

1 September 2022

Ask for: Mark Lovell
Phone: 5366 7100
Email: mlovell@moorabool.vic.gov.au
Our Ref.: PA2018130

Dear Sir/Madam

Planning Application No.: PA2018130
Address of Land: 40 Old Geelong Road, Ballan VIC 3342
Land Title Particulars: Lots 9, 10 & 11 on PS 206804B
Description Details: Staged Subdivision and Removal of an Easement

The plans submitted are considered to be acceptable and comply with the requirements of the planning permit.

It is therefore recommended that the plans be endorsed as complying with Condition 1 of the Planning Permit PA2018130.

If you have any queries regarding the above, please contact the Planning Department on 5366 7100.

Yours faithfully,

Robert Fillisch
Manager Statutory Planning and Regulatory Services

Proposed Creation of Restriction

Description of Restriction

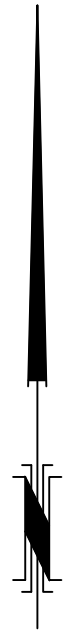
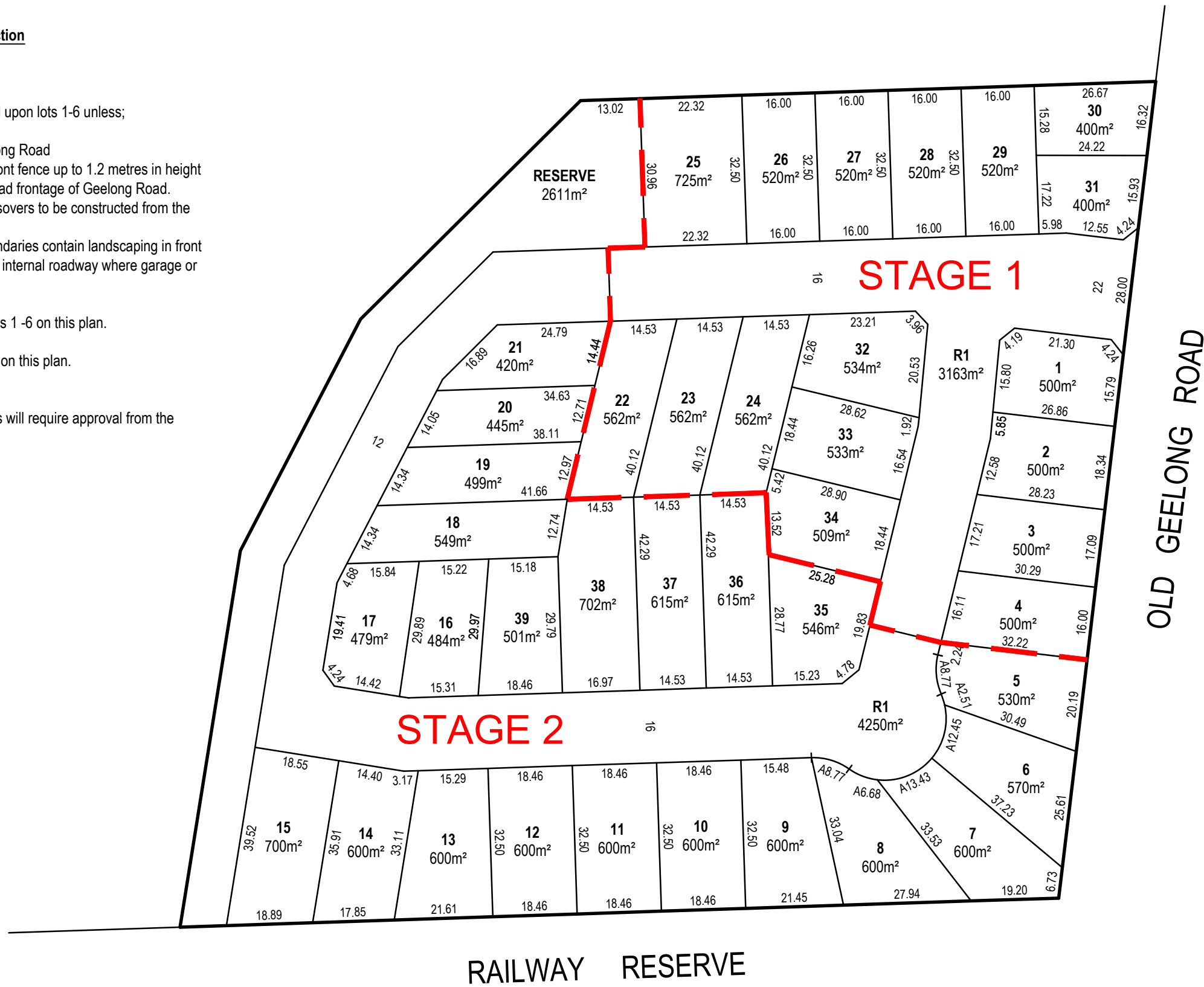
No dwellings shall be permitted upon lots 1-6 unless;



- Dwellings face Old Geelong Road
- Lots contain low rise front fence up to 1.2 metres in height adjacent to the road frontage of Geelong Road.
- Vehicle access and crossovers to be constructed from the internal roadway.
- The rear of property boundaries contain landscaping in front of rear fencing facing the internal roadway where garage or carports are not present.

LAND TO BE BURDENED: Lots 1-6 on this plan.

LAND TO BENEFIT: Lots 7-39 on this plan.

VARIATIONS:
Variation of these requirements will require approval from the Responsible Authority.

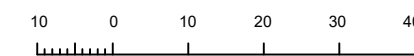




APPROVED PLANS
 Permit No: PA2018130
 Part 1 of 1
 Date Issued: 01/09/22
 THE MOORABOOL PLANNING SCHEME

STAGE 1: 17 LOTS
STAGE 2: 22 LOTS


 ABN 11 125 568 461
 1315 Sturt Street, Ballarat, VIC Australia (PO Box 563W, Ballarat West) 3350
 Phone +61 3 5330 8888 Fax +61 3 5333 3815
 Email: victoria@cardno.com.au Web: www.cardno.com

Rev.	Date	Amendments
09	15/08/2022	ADD RESTRICTION
08	10/06/2022	REV LOT LAYOUT
07	01/06/2022	REV LOT LAYOUT
06	01/02/2021	AM SITE ADDRESS
05	01/02/2021	ADD PLAN DETAIL
04	27/01/2021	REV LOT LAYOUT
03	25/01/2021	REV LOT LAYOUT

Drawn: TZ, PF, PF, PF, PF, PF, PF, PF
 Notations:

 LENGTHS ARE IN METRES
 SCALE 1: 1000

Drawn	PF	Client:	EDQ GROUP
Checked	NF	Municipality:	MOORABOOL SHIRE COUNCIL
Scale	1: 1000		
Sheet Size	A3		
File Ref.	18004-01-PP01-09.dwg		
Sheet No.	Sheet 1 of 1		

**PLAN OF PROPOSED
 SUBDIVISION LAYOUT
 40 OLD GEELONG ROAD
 BALLAN**



EDQ Group P/L
PO Box 7
Ballan VIC 3342

8 August 2022

Ask for: Mark Lovell
Phone: 5366 7100
Email: mlovell@moorabool.vic.gov.au
Our Ref.: PA2018130

Dear Sir/Madam

Planning Application No.: PA2018130
Address of Land: 40 Old Geelong Road, Ballan VIC 3342
Land Title Particulars: Lots 9, 10 & 11 on PS 206804B
Description Details: Staged Subdivision and Removal of an Easement

Please find enclosed Planning Permit No. PA2018130 which has now been issued. Your attention is drawn to the conditions of the permit which you should read carefully. The reverse side details information about the planning permit and your appeal rights.

All the permit conditions must be adhered to in order for the approval to remain valid.

Please note that the approval does not constitute a building permit. You should enquire with Licensed Builder Surveyor to ascertain if a building permit is required for this proposal.

You must provide a copy of the planning permit and the endorsed plan(s) to the relevant Building Surveyor.

If you have any queries regarding the above, please contact the Planning Department on 5366 7100.

Yours faithfully,

Robert Fillisch
Manager Statutory Planning and Building Services

PLANNING PERMIT

APPLICATION NO: PA2018130

PLANNING SCHEME: Moorabool Planning Scheme

RESPONSIBLE AUTHORITY: **Moorabool Shire Council**

ADDRESS OF THE LAND: 40 Old Geelong Road, Ballan VIC 3342
Lots 9, 10 & 11 on PS 206804B

THIS PERMIT ALLOWS: STAGED SUBDIVISION AND REMOVAL OF AN EASEMENT

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Endorsed Plans:

1. Before the subdivision is certified, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application or some other specified plans but modified to show:
 - a) The subdivision boundaries to accord with Revision 8 concept plan prepared by Cardno TGM received on 16 June, 2022.
 - b) Submission of Urban Design guidelines for Lots 1 to 6 to state (i) dwellings are to face Old Geelong and contain low rise front fence up to 1.2 metres in height adjacent to the road frontage with vehicle access and crossovers from the internal roadway. ii) The rear of properties boundaries are to contain landscaping in the front of rear fencing facing the internal roadway where garage or carports are not present. The Urban Design Guidelines are to be registered on title via a Creation of Restriction attached to Plan of Subdivision and can not be varied without the written consent of the Responsible Authority.Unless otherwise approved in writing by the Responsible Authority, all buildings and works are to be constructed and or undertaken in accordance with the endorsed plans to the satisfaction of the Responsible Authority prior to the commencement of the use.

Servicing:

2. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

PERMIT NO:PA2018130

3. Before the statement of compliance is issued under the Subdivision Act 1988, the applicant or owner must pay to the responsible authority a sum equivalent to 5 per cent of the site value of all the land in the subdivision for public open space purposes. The permit holder/developer must pay the reasonable costs of Council in having the land valued for this purpose.

Telecommunications:

4. The owner of the land must enter into agreements with:
 - a) A telecommunications network or service provider for the provision of telecommunication service to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - b) A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provide by optical fibre.
5. Before the issue of Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:
 - a) A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
 - b) A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is an area where the National Broadband Network will not be provided by optical fibre.

Infrastructure:

6. Prior to the issue of a Statement of Compliance for Stage 1 of the subdivision, Old Geelong Road along the subject site frontage, from the southern boundary up to the northern boundary of the property, is to be upgraded to the following standard, to the satisfaction of the Responsible Authority.
 - i. 11.60 meter carriage way width
 - ii. Kerb and Channel
 - iii. 2.5 meter wide footpath
 - iv. Nature Strip and landscaping
 - v. Stormwater drainage (as required) and
 - vi. Public Lighting Unless an alternative design is provided to the satisfaction of the Council within a Traffic Impact Assessment.
7. The subdivision must be provided with drainage system to a design approved by the Responsible Authority and must ensure that:
 - i. The subdivision as a whole must be self draining.
 - ii. All drainage courses within the subdivision must pass through easements or reserves shown on the plan of subdivision.
 - iii. All outfall drainage passing through other land must be provided at the cost of the developer and be constructed within easements shown on the plan of subdivision.
 - iv. Volume of water discharging from the subdivision in a 10% AEP storm shall not exceed the 20% AEP storm prior to development. Peak flow must be controlled by the use of retardation basin(s) located and constructed to the satisfaction of the Responsible Authority.

- v. Flow paths of the 1% AEP storm must be determined, and the subdivision designed so that no property is inundated by such a storm. The flow paths must be indicated on the engineering plans.
 - vi. The drainage system must be designed to include provision to intercept litter.
 - vii. All lots must be provided with a stormwater legal point of discharge at the low point of the lot, to the satisfaction of the Responsible Authority.
 - viii. The drainage design must take into account any applicable drainage or flood management strategy. If required, the layout of the subdivision must be modified based on the approved stormwater design.
8. Design computations for drainage of the whole site must be prepared and submitted to the Responsible Authority for approval, and must include analysis of the existing stormwater drainage system in the area to determine: Moorabool Shire Council Engineering Services
- i. the requirements for drainage of the whole site.
 - ii. if the existing drainage network has sufficient capacity to cater for the additional runoff from the ultimate development.
 - iii. If additional outfall drainage or upgrading of the existing drainage network is required
9. Prior to the issue of a Statement of Compliance for the subdivision, the internal road network layout must be designed and constructed to the standards detailed in the Infrastructure Design Manual, to the satisfaction of the Responsible Authority.
10. Design computations for all road pavement construction, based on a geotechnical investigation of the site, must be prepared and submitted to the Responsible Authority for approval.
11. Plans and specifications of all road, traffic and drainage works must be prepared and submitted to the responsible authority for approval prior to the commencement of such works and all such works must be carried out in accordance with the approved plans to the satisfaction of the Responsible Authority.
12. Prior to the issue of a Statement of Compliance for Stage 1 of the subdivision, Old Geelong Road along the subject site frontage, from the southern boundary up to the northern boundary of the property, is to be upgraded to the following standard, to the satisfaction of the Responsible Authority.
- i. 11.60 meter carriage way width
 - ii. Kerb and Channel
 - iii. 2.5 meter wide footpath
 - iv. Nature Strip and landscaping
 - v. Stormwater drainage (as required) and
 - vi. Public Lighting Unless an alternative design is provided to the satisfaction of the Council within a Traffic Impact Assessment.
13. Prior to the issue of a Statement of Compliance for Stage 1 of the Subdivision, the owner of the land must enter in to an agreement with the Council for monetary contribution for the upgrade of Old Geelong Road from the Northern boundary of the subject site up to Inglis Street in accordance with Council Strategic Plan.

PERMIT NO:PA2018130

14. Unless otherwise approved by the Responsible Authority there must be no buildings, structures, or improvements located over proposed drainage pipes and easements on the property.
15. An Environmental Management Plan for the road construction works must be submitted to the Responsible Authority for approval prior to the commencement of construction. All works must be performed in accordance with the approved Environmental Management Plan.
16. Sediment discharges must be restricted from any construction activities within the property in accordance with the relevant Guidelines including "Construction Techniques for Sediment Control" (EPA 1991) and "Environmental Guidelines for Major Construction Sites" (EPA 1995).
17. Traffic management treatments must be provided in the form of linemarking, signage and pavement markers at intersections and vehicle turning areas, to the satisfaction of the Responsible Authority.
18. Prior to the issue of Statement of Compliance for each stage, street lighting must be provided in accordance with the requirements of AS1158 – Lighting for Roads and Public Places, to the satisfaction of the Responsible Authority. All lighting fittings must be "Standard" fittings maintained by the electricity network provider at no additional cost to Council. All lights must utilise LED type luminaires where available.
19. Street names and street signs must be provided to the satisfaction of the responsible authority.
20. Permanent survey marks must be provided at a maximum spacing of 200 metres and registered, to the satisfaction of the Responsible Authority.
21. Street trees must be provided at approved locations in all internal roads of the subdivision at a rate of one tree per lot frontage and one tree per lot sideage, with an approved species to the satisfaction of the responsible authority. All street trees must have an existing height of 1.5 metres upon planting, must be planted to an approved standard incorporating two hardwood stakes, tree ties, Ag pipe, water crystals, 100 mm of mulch and initial watering, to the satisfaction of the responsible authority.
22. Street trees must be maintained for a minimum period of 24 months including watering, mulching, weeding and formative pruning, to the satisfaction of the responsible authority.
23. A security deposit equal to 150% of the cost of planting street trees must be lodged with the Council. The deposit will be returned after the final inspection of street trees, 24 months after the completion of planting of the trees, only if Council requires no further maintenance of the trees to be undertaken.
24. Landscaping within the development must be provided in accordance with an approved landscape plan, to the satisfaction of the responsible authority.
25. Prior to the issue of a Statement of compliance for each stage of the subdivision, the developer must pay:
 - a) 0.75 % of the total estimated cost of works for the checking of engineering plans associated with that stage of the development.

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- b) 2.50 % of the total estimated cost of works for the supervision of works associated with that stage of the development.
26. Prior to the issue of a Statement of Compliance for the relevant stage of the subdivision, after all engineering works pertaining to the stage have been completed, the following “as constructed” details must be submitted in the specified format to the Responsible Authority:
- i. Drainage construction details in “D-Spec” format.
 - ii. Roadworks construction details in “R-Spec” format.
 - iii. Open Space in “O-Spec” format
27. Subject to the consent of the responsible authority, the data may be provided prior to the end of the maintenance period for the relevant stage of the subdivision.
28. All road and drainage works must be maintained in good condition and repair for a minimum of 3 months after completion of the works, to the satisfaction of the Responsible Authority.
29. Prior to the issue of a Statement of compliance for each stage of the subdivision, a security deposit of 5% of the total value of engineering works for that stage as Moorabool Shire Council Engineering Services approved by the Responsible Authority must be lodged with the Responsible Authority, to cover the maintenance of all works. The deposit will be returned after the final inspection of works, 3 months after the completion of works, subject to the satisfactory completion of all required maintenance and rectification works.
30. Prior to the commencement of the development and post completion, notification including photographic evidence must be sent to Council’s Asset Services department identifying any existing damage to council assets. Any existing works affected by the development must be fully reinstated at no cost to and to the satisfaction of the Responsible Authority.
31. Prior to the issue of the Statement of Compliance, all the test results are to be provided to the satisfaction of the responsible authority. The test results are to include but not limited to Compaction Tests, Material Tests, CCTV of all Stormwater pipe.

Department of Transport

32. Prior to the commencement of construction of Stage 2 a fence must be installed along the boundary of the land with the railway reserve at no cost to and to the satisfaction of Head, Transport for Victoria and Vic Track
33. No drainage or effluent may enter railway land but must be connected to a legal point of discharge.

Southern Rural Water:

34. The plan of subdivision submitted for certification must be referred to the relevant Water Authority in accordance with Section 8 of the Subdivision Act 1988
35. Each allotment must be connected to the reticulated sewerage system and, where possible, stormwater infrastructure.

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36. The owner of the land must enter into an agreement with the relevant authority for the provision of water in accordance with the authorities requirements and relevant legislation
37. A detailed engineering plan of the proposed stormwater retention and treatment system, including design and treatment performance characteristics (i.e. MUSIC model files and detailed design drawings), must be supplied to SRW prior to construction. The system should meet the standards of Melbourne Water and those contained within Clause 56.07 of the Moorabool Planning Scheme.
38. Sediment control measures outlined in the EPA's publication No. 275, Sediment Pollution control, shall be employed during works and maintained until the disturbed area has been appropriately finished or revegetated

Greater Western Water:

39. The drainage system must be designed to ensure flows downstream of the site are restricted to pre-development levels
40. All drainage works must be designed to meet the current best practice performance objectives for stormwater quality as contained in the Urban Stormwater – Best Practice Environmental Management Guidelines (1999).
41. Sediment Pollution Controls must be employed during construction.

Central Highlands Water:

42. Any plan lodged for certification will be referred to the Central Highlands Region Water Corporation pursuant to Section 8(1)(a) of the Subdivision Act.
43. Reticulated sewerage facilities must be provided to each lot by the owner of the land (or applicant, in anticipation of becoming the owner) to the satisfaction of the Central Highlands Region Water Corporation. This will include the construction of works and the payment of major works contributions by the applicant.
44. A reticulated water supply must be provided to each lot by the owner of the land (or applicant, in anticipation of becoming the owner) to the satisfaction of the Central Highlands Region Water Corporation. This will include the construction of works and the payment of major works contributions by the applicant.
45. The owner will provide easements to the satisfaction of the Central Highlands Region Water Corporation, which will include easements for pipelines or ancillary purposes in favour of the Central Highlands Region Water Corporation, over all existing and proposed sewerage facilities within the proposal.
46. If the land is developed in stages, the above conditions will apply to any subsequent stage of the subdivision.

Melbourne Water:

47. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.

48. Prior to the endorsement of the Development Plan, any lot or design changes as recommended or required by the final Stormwater Management Strategy must be made to the plans to the written satisfaction of the Responsible Authority and Melbourne Water. While Melbourne Water offers in principal support for the Development Plan, it is expected that alterations will be required to be made to the plans to accommodate for the findings of the Stormwater Management Strategy. Melbourne Water reserves the right to enforce these amendments as part of this condition of permit.
49. Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or watercourses. Prior to the issue of a Statement of Compliance for the subdivision, a Site Management Plan detailing pollution and sediment control measures must be submitted to Melbourne Water.
50. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
51. By compliance with Melbourne Water's Development Services Scheme, Stormwater runoff from the subdivision must achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater as set out in the 'Urban Stormwater Best Practice Environmental Management Guidelines (CSIRO) 1999'.
52. Prior to the issue of a Statement of Compliance for the subdivision, engineering plans of the subdivision (in electronic format) must be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 1% AEP storm event.
53. All new lots are to be filled to a minimum of 300mm above the 1% AEP flood levels associated with any existing or proposed Melbourne Water pipeline and/or all new lots are to be filled to a minimum of 600mm above the 1% AEP flood level associated with any existing or proposed Melbourne Water waterway
54. Prior to the issue of a Statement of Compliance for the subdivision, a certified survey plan prepared by or under the supervision of a licensed land surveyor, showing finished lot levels reduced to the Australian Height Datum, must be submitted to Melbourne Water for our records.
55. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
56. The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves.
57. Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined in section 8 of the Guidelines for Development in Flood Affected Areas (DELWP 2019).
58. Easements or reserves shall be created over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water

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59. The developer is to negotiate with any downstream landowners to obtain a free draining outfall through their property. Approval is to be forwarded to Melbourne Water for our records prior to construction commencing.
60. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).
61. Prior to the issue of a Statement of Compliance for the subdivision, a separate application direct to Melbourne Water must be made for any new or modified storm water connection to Melbourne Water's drains or watercourses.
62. Prior to the issue of a Statement of Compliance, Melbourne Water requires evidence demonstrating that appropriate interim drainage solutions have been implemented to mitigate the risk to downstream landowners. Council acceptance of any temporary drainage infrastructure should be forwarded to Melbourne Water.
63. An acceptable functional design of the adjacent scheme works including associated modelling is required to determine the size and location of the required works. Confirmation of downstream landowners approval is required and Council acceptance of the arrangement.
64. Prior to the Certification of any stage of the estate associated with works that is to be constructed in conjunction with Melbourne Water's Development Services Scheme/Strategy; a sequencing arrangement confirming the timing of the delivery of those works is to have been agreed between Melbourne Water and the Owner

Downer Utilities:

65. The plan of subdivision submitted for certification must be referred to AusNet Services (Gas) in accordance with Section 8 of the Subdivision Act 1988.

Powercor:

66. The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Ltd in accordance with Section 8 of that Act.
67. Provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.
68. Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry. You shall arrange compliance through a Registered Electrical Contracto
69. Any buildings must comply with the clearances required by the Electricity Safety (Installations) Regulations.
70. Any construction work must comply with Energy Safe Victoria's "No Go Zone" rules.
71. Set aside on the plan of subdivision for the use of Powercor Australia Ltd reserves and/or easements satisfactory to Powercor Australia Ltd where any electric substation (other than a pole mounted type) is required to service the subdivision.

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Alternatively, at the discretion of Powercor Australia Ltd a lease(s) of the site(s) and for easements for associated powerlines, cables and access ways shall be provided. Such a lease shall be for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years. Powercor Australia Ltd will register such leases on the title by way of a caveat prior to the registration of the plan of subdivision

72. Provide easements satisfactory to Powercor Australia Ltd, where easements have not been otherwise provided, for all existing Powercor Australia Ltd electric lines on the land and for any new powerlines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements shall show on the plan an easement(s) in favour of "Powercor Australia Ltd" for "Power Line" pursuant to Section 88 of the Electricity Industry Act 2000.
73. Obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.
74. Adjust the position of any existing easement(s) for powerlines to accord with the position of the line(s) as determined by survey.
75. Provide to Powercor Australia Ltd, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required

Operational:

76. Sediment discharges must be restricted from any construction activity to within the property boundaries and any truck movements beyond the site that creates sediment discharges must comply with the Environmental Guidelines for Major Construction Sites (EPA 1995) to the satisfaction of the Responsible Authority.
77. A truck wheel-wash must be installed and used so vehicles leaving the site do not deposit mud or other materials on roadways to the satisfaction of the Responsible Authority.
78. All filling on the site must be carried out, supervised, completed and recorded in accordance with AS 3798 (Guidelines on earthworks for commercial and residential developments) to specifications to the satisfaction of the Responsible Authority.

Permit Expiry:

79. This permit will expire if the plan of subdivision is not certified within two (2) years of the date of issue of the permit.
Statement of Compliance must be achieved and certified plans registered at Titles office within five (5) years from the date of certification.

Permit Notes

- Powercor - It is recommended that, at an early date, the applicant commences negotiations with Powercor for supply of electricity in order that supply arrangements can be worked out in detail, so prescribed information can be issued once all electricity works are completed (the release to the municipality enabling a Statement of Compliance to be issued). Prospective purchasers of lots in this subdivision should contact Powercor Australia Ltd to determine the availability of a supply of electricity. Financial contributions may be required.

Date Issued: 8 August 2022



Signature of the Responsible Authority:

Robert Fillisch

**Manager Statutory Planning and Building
Services**

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED ?

The Responsible Authority has issued a permit.

WHEN DOES A PERMIT BEGIN ?

A permit operates:

- from the date specified in the permit, or
- if no date is specified, from:
 - 1) the date of the decision of the Victorian Civil and Administrative Appeals Tribunal, if the permit was issued at the direction of the direction of the Tribunal, or
 - 2) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE ?

1. A permit for the development of land expires if -

- the development or any stage of it does not start within the time specified in the permit, or
- the development requires that certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
- the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1998*.

2. A permit for the use of land expires if -

- the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
- the use is discontinued for a period of two years.

3. A permit for the development and use of land expires if -

- the development or any stage of it does not start within the time specified in the permit, or
- the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit.
- the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development, or
- the use is discontinued for a period of two years.

4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A (2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision -

- the use or development of any stage is to be taken to have started when the plan is certified; and
- the permit expires if the plan is not certified within two years of the issue of the permit.

5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS ?

The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Appeals Tribunal.

- where in such case, no right of appeal exists.
- An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to Grant a Permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.

An appeal is lodged with the Victorian Civil and Administrative Appeals Tribunal.

An appeal must be made on a Notice of Appeal form which can be obtained from the Victorian Civil and Administrative Appeals Tribunal, and be accompanied by the prescribed fee.

- An appeal must state the grounds upon which it is based.
- An appeal must also be served on the Responsible Authority.

Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Appeals Tribunal.

PLANNING PERMIT

APPLICATION NO: PA2018130

PLANNING SCHEME: Moorabool Planning Scheme

RESPONSIBLE AUTHORITY: **Moorabool Shire Council**

ADDRESS OF THE LAND: 40 Old Geelong Road, Ballan VIC 3342
Lots 9, 10 & 11 on PS 206804B

THIS PERMIT ALLOWS: STAGED SUBDIVISION AND REMOVAL OF AN EASEMENT

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Endorsed Plans:

1. Before the subdivision is certified, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application or some other specified plans but modified to show:

a) The subdivision boundaries to accord with Revision 8 concept plan prepared by Cardno TGM received on 16 June, 2022.

b) Submission of Urban Design guidelines for Lots 1 to 6 to state

(i) dwellings are to face Old Geelong and contain low rise front fence up to 1.2 metres in height adjacent to the road frontage with vehicle access and crossovers from the internal roadway.

ii) The rear of properties boundaries are to contain landscaping in the front of rear fencing facing the internal roadway where garage or carports are not present. The Urban Design Guidelines are to be registered on title via a Creation of Restriction attached to Plan of Subdivision and can not be varied without the written consent of the Responsible Authority.

Unless otherwise approved in writing by the Responsible Authority, all buildings and works are to be constructed and or undertaken in accordance with the endorsed plans to the satisfaction of the Responsible Authority prior to the commencement of the use.

Servicing:

2. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.
3. Before the statement of compliance is issued under the Subdivision Act 1988, the applicant or owner must pay to the responsible authority a sum equivalent to 5 per cent of the site value of all the land in the subdivision for public open space purposes. The permit holder/developer must pay the reasonable costs of Council in having the land valued for this purpose.

Telecommunications:

4. The owner of the land must enter into agreements with:
 - a) A telecommunications network or service provider for the provision of telecommunication service to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - b) A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provide by optical fibre.
5. Before the issue of Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:
 - a) A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
 - b) A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is an area where the National Broadband Network will not be provided by optical fibre.

Infrastructure:

6. Prior to the issue of a Statement of Compliance for Stage 1 of the subdivision, Old Geelong Road along the subject site frontage, from the southern boundary up to the northern boundary of the property, is to be upgraded to the following standard, to the satisfaction of the Responsible Authority:
 - i. 11.60 meter carriage way width
 - ii. Kerb and Channel
 - iii. 2.5 meter wide footpath
 - iv. Nature Strip and landscaping
 - v. Stormwater drainage (as required) and
 - vi. Public Lighting Unless an alternative design is provided to the satisfaction of the Council within a Traffic Impact Assessment.

7. The subdivision must be provided with drainage system to a design approved by the Responsible Authority and must ensure that:
 - i. The subdivision as a whole must be self draining.
 - ii. All drainage courses within the subdivision must pass through easements or reserves shown on the plan of subdivision.
 - iii. All outfall drainage passing through other land must be provided at the cost of the developer and be constructed within easements shown on the plan of subdivision.
 - iv. Volume of water discharging from the subdivision in a 10% AEP storm shall not exceed the 20% AEP storm prior to development. Peak flow must be controlled by the use of retardation basin(s) located and constructed to the satisfaction of the Responsible Authority.
 - v. Flow paths of the 1% AEP storm must be determined, and the subdivision designed so that no property is inundated by such a storm. The flow paths must be indicated on the engineering plans.
 - vi. The drainage system must be designed to include provision to intercept litter.
 - vii. All lots must be provided with a stormwater legal point of discharge at the low point of the lot, to the satisfaction of the Responsible Authority.
 - viii. The drainage design must take into account any applicable drainage or flood management strategy. If required, the layout of the subdivision must be modified based on the approved stormwater design.
8. Design computations for drainage of the whole site must be prepared and submitted to the Responsible Authority for approval, and must include analysis of the existing stormwater drainage system in the area to determine: Moorabool Shire Council Engineering Services:
 - i. the requirements for drainage of the whole site.
 - ii. if the existing drainage network has sufficient capacity to cater for the additional runoff from the ultimate development.
 - iii. If additional outfall drainage or upgrading of the existing drainage network is required
9. Prior to the issue of a Statement of Compliance for the subdivision, the internal road network layout must be designed and constructed to the standards detailed in the Infrastructure Design Manual, to the satisfaction of the Responsible Authority.
10. Design computations for all road pavement construction, based on a geotechnical investigation of the site, must be prepared and submitted to the Responsible Authority for approval.
11. Plans and specifications of all road, traffic and drainage works must be prepared and submitted to the responsible authority for approval prior to the commencement of such works and all such works must be carried out in accordance with the approved plans to the satisfaction of the Responsible Authority.
12. Prior to the issue of a Statement of Compliance for Stage 1 of the subdivision, Old Geelong Road along the subject site frontage, from the southern boundary up to the northern boundary of the property, is to be upgraded to the following standard, to the satisfaction of the Responsible Authority:

- i. 11.60 meter carriage way width
 - ii. Kerb and Channel
 - iii. 2.5 meter wide footpath
 - iv. Nature Strip and landscaping
 - v. Stormwater drainage (as required) and
 - vi. Public Lighting Unless an alternative design is provided to the satisfaction of the Council within a Traffic Impact Assessment.
13. Prior to the issue of a Statement of Compliance for Stage 1 of the Subdivision, the owner of the land must enter in to an agreement with the Council for monetary contribution for the upgrade of Old Geelong Road from the Northern boundary of the subject site up to Inglis Street in accordance with Council Strategic Plan.
 14. Unless otherwise approved by the Responsible Authority there must be no buildings, structures, or improvements located over proposed drainage pipes and easements on the property.
 15. An Environmental Management Plan for the road construction works must be submitted to the Responsible Authority for approval prior to the commencement of construction. All works must be performed in accordance with the approved Environmental Management Plan.
 16. Sediment discharges must be restricted from any construction activities within the property in accordance with the relevant Guidelines including "Construction Techniques for Sediment Control" (EPA 1991) and "Environmental Guidelines for Major Construction Sites" (EPA 1995).
 17. Traffic management treatments must be provided in the form of linemarking, signage and pavement markers at intersections and vehicle turning areas, to the satisfaction of the Responsible Authority.
 18. Prior to the issue of Statement of Compliance for each stage, street lighting must be provided in accordance with the requirements of AS1158 – Lighting for Roads and Public Places, to the satisfaction of the Responsible Authority. All lighting fittings must be "Standard" fittings maintained by the electricity network provider at no additional cost to Council. All lights must utilise LED type luminaires where available.
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 20. Permanent survey marks must be provided at a maximum spacing of 200 metres and registered, to the satisfaction of the Responsible Authority.
 21. Street trees must be provided at approved locations in all internal roads of the subdivision at a rate of one tree per lot frontage and one tree per lot sideage, with an approved species to the satisfaction of the responsible authority. All street trees must have an existing height of 1.5 metres upon planting, must be planted to an approved standard incorporating two hardwood stakes, tree ties, Ag pipe, water crystals, 100 mm of mulch and initial watering, to the satisfaction of the responsible authority.
 22. Street trees must be maintained for a minimum period of 24 months including watering, mulching, weeding and formative pruning, to the satisfaction of the responsible authority.

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 - a) 0.75 % of the total estimated cost of works for the checking of engineering plans associated with that stage of the development.
 - b) 2.50 % of the total estimated cost of works for the supervision of works associated with that stage of the development.
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 - i. Drainage construction details in "D-Spec" format.
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27. Subject to the consent of the responsible authority, the data may be provided prior to the end of the maintenance period for the relevant stage of the subdivision.
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Department of Transport

32. Prior to the commencement of construction of Stage 2 a fence must be installed along the boundary of the land with the railway reserve at no cost to and to the satisfaction of Head, Transport for Victoria and Vic Track
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46. If the land is developed in stages, the above conditions will apply to any subsequent stage of the subdivision.

Melbourne Water:

47. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
48. Prior to the endorsement of the Development Plan, any lot or design changes as recommended or required by the final Stormwater Management Strategy must be made to the plans to the written satisfaction of the Responsible Authority and Melbourne Water. While Melbourne Water offers in principal support for the Development Plan, it is expected that alterations will be required to be made to the plans to accommodate for the findings of the Stormwater Management Strategy. Melbourne Water reserves the right to enforce these amendments as part of this condition of permit.
49. Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or watercourses. Prior to the issue of a Statement of Compliance for the subdivision, a Site Management Plan detailing pollution and sediment control measures must be submitted to Melbourne Water.
50. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
51. By compliance with Melbourne Water's Development Services Scheme, Stormwater runoff from the subdivision must achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater as set out in the 'Urban Stormwater Best Practice Environmental Management Guidelines (CSIRO) 1999'.
52. Prior to the issue of a Statement of Compliance for the subdivision, engineering plans of the subdivision (in electronic format) must be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 1% AEP storm event.

53. All new lots are to be filled to a minimum of 300mm above the 1% AEP flood levels associated with any existing or proposed Melbourne Water pipeline and/or all new lots are to be filled to a minimum of 600mm above the 1% AEP flood level associated with any existing or proposed Melbourne Water waterway
54. Prior to the issue of a Statement of Compliance for the subdivision, a certified survey plan prepared by or under the supervision of a licensed land surveyor, showing finished lot levels reduced to the Australian Height Datum, must be submitted to Melbourne Water for our records.
55. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
56. The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves.
57. Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined in section 8 of the Guidelines for Development in Flood Affected Areas (DELWP 2019).
58. Easements or reserves shall be created over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water
59. The developer is to negotiate with any downstream landowners to obtain a free draining outfall through their property. Approval is to be forwarded to Melbourne Water for our records prior to construction commencing.
60. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).
61. Prior to the issue of a Statement of Compliance for the subdivision, a separate application direct to Melbourne Water must be made for any new or modified storm water connection to Melbourne Water's drains or watercourses.
62. Prior to the issue of a Statement of Compliance, Melbourne Water requires evidence demonstrating that appropriate interim drainage solutions have been implemented to mitigate the risk to downstream landowners. Council acceptance of any temporary drainage infrastructure should be forwarded to Melbourne Water.
63. An acceptable functional design of the adjacent scheme works including associated modelling is required to determine the size and location of the required works. Confirmation of downstream landowners approval is required and Council acceptance of the arrangement.
64. Prior to the Certification of any stage of the estate associated with works that is to be constructed in conjunction with Melbourne Water's Development Services Scheme/Strategy; a sequencing arrangement confirming the timing of the delivery of those works is to have been agreed between Melbourne Water and the Owner.

Downer Utilities:

65. The plan of subdivision submitted for certification must be referred to AusNet Services (Gas) in accordance with Section 8 of the Subdivision Act 1988.

Powercor:

66. The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Ltd in accordance with Section 8 of that Act.
67. Provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.
68. Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry. You shall arrange compliance through a Registered Electrical Contracto
69. Any buildings must comply with the clearances required by the Electricity Safety (Installations) Regulations.
70. Any construction work must comply with Energy Safe Victoria's "No Go Zone" rules.
71. Set aside on the plan of subdivision for the use of Powercor Australia Ltd reserves and/or easements satisfactory to Powercor Australia Ltd where any electric substation (other than a pole mounted type) is required to service the subdivision. Alternatively, at the discretion of Powercor Australia Ltd a lease(s) of the site(s) and for easements for associated powerlines, cables and access ways shall be provided. Such a lease shall be for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years. Powercor Australia Ltd will register such leases on the title by way of a caveat prior to the registration of the plan of subdivision
72. Provide easements satisfactory to Powercor Australia Ltd, where easements have not been otherwise provided, for all existing Powercor Australia Ltd electric lines on the land and for any new powerlines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements shall show on the plan an easement(s) in favour of "Powercor Australia Ltd" for "Power Line" pursuant to Section 88 of the Electricity Industry Act 2000.
73. Obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.
74. Adjust the position of any existing easement(s) for powerlines to accord with the position of the line(s) as determined by survey.
75. Provide to Powercor Australia Ltd, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.

Operational:

76. Sediment discharges must be restricted from any construction activity to within the property boundaries and any truck movements beyond the site that creates sediment discharges must comply with the Environmental Guidelines for Major Construction Sites (EPA 1995) to the satisfaction of the Responsible Authority.

- 77. A truck wheel-wash must be installed and used so vehicles leaving the site do not deposit mud or other materials on roadways to the satisfaction of the Responsible Authority.
- 78. All filling on the site must be carried out, supervised, completed and recorded in accordance with AS 3798 (Guidelines on earthworks for commercial and residential developments) to specifications to the satisfaction of the Responsible Authority.

Permit Expiry:

- 79. This permit will expire if the plan of subdivision is not certified within two (2) years of the date of issue of the permit.
Statement of Compliance must be achieved and certified plans registered at Titles office within five (5) years from the date of certification.

Permit Notes

- Powercor - It is recommended that, at an early date, the applicant commences negotiations with Powercor for supply of electricity in order that supply arrangements can be worked out in detail, so prescribed information can be issued once all electricity works are completed (the release to the municipality enabling a Statement of Compliance to be issued). Prospective purchasers of lots in this subdivision should contact Powercor Australia Ltd to determine the availability of a supply of electricity. Financial contributions may be required.

Date Issued: 8 August 2022

Signature of the Responsible Authority:



Mark Lovell
Coordinator Planning Services

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Extension of Time

Date	Description
23 August 2024	An extension of time has been granted to the permit. This permit will now expire if one of the following circumstances apply: <ul style="list-style-type: none">a) The plan of subdivision is not certified by 8 August 2025.

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED ?

The Responsible Authority has issued a permit.

WHEN DOES A PERMIT BEGIN ?

A permit operates:

- from the date specified in the permit, or
- if no date is specified, from:
 - 1) the date of the decision of the Victorian Civil and Administrative Appeals Tribunal, if the permit was issued at the direction of the direction of the Tribunal, or
 - 2) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE ?

1. A permit for the development of land expires if -

- the development or any stage of it does not start within the time specified in the permit, or
- the development requires that certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
- the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1998*.

2. A permit for the use of land expires if -

- the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
- the use is discontinued for a period of two years.

3. A permit for the development and use of land expires if -

- the development or any stage of it does not start within the time specified in the permit, or
- the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit.
- the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development, or
- the use is discontinued for a period of two years.

4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A (2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision -

- the use or development of any stage is to be taken to have started when the plan is certified; and
- the permit expires if the plan is not certified within two years of the issue of the permit.

5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS ?

The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Appeals Tribunal.

- where in such case, no right of appeal exists.
- An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to Grant a Permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.

An appeal is lodged with the Victorian Civil and Administrative Appeals Tribunal.

An appeal must be made on a Notice of Appeal form which can be obtained from the Victorian Civil and Administrative Appeals Tribunal, and be accompanied by the prescribed fee.

- An appeal must state the grounds upon which it is based.
- An appeal must also be served on the Responsible Authority.

Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Appeals Tribunal.

From www.planning.vic.gov.au at 07 February 2025 03:17 PM

PROPERTY DETAILS

Lot and Plan Number: **Lot 10 LP206804**
 Address: **40 OLD GEELONG ROAD BALLAN 3342**
 Standard Parcel Identifier (SPI): **10\LP206804**
 Local Government Area (Council): **MOORABOOL**
 Council Property Number: **141650**
 Planning Scheme: **Moorabool**
 Directory Reference: **Vicroads 585 P11**

www.moorabool.vic.gov.au

[Planning Scheme - Moorabool](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Urban Water Corporation: **Central Highlands Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **EUREKA**

OTHER

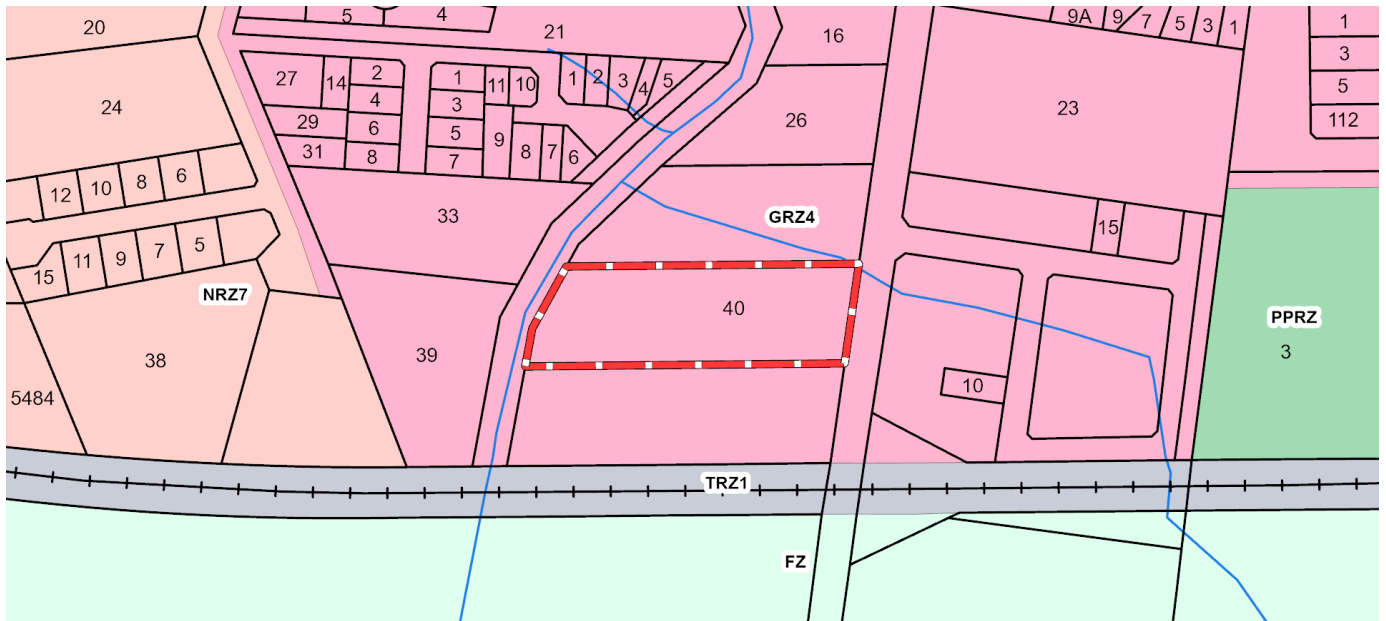
Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 4 \(GRZ4\)](#)



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

Planning Overlays

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

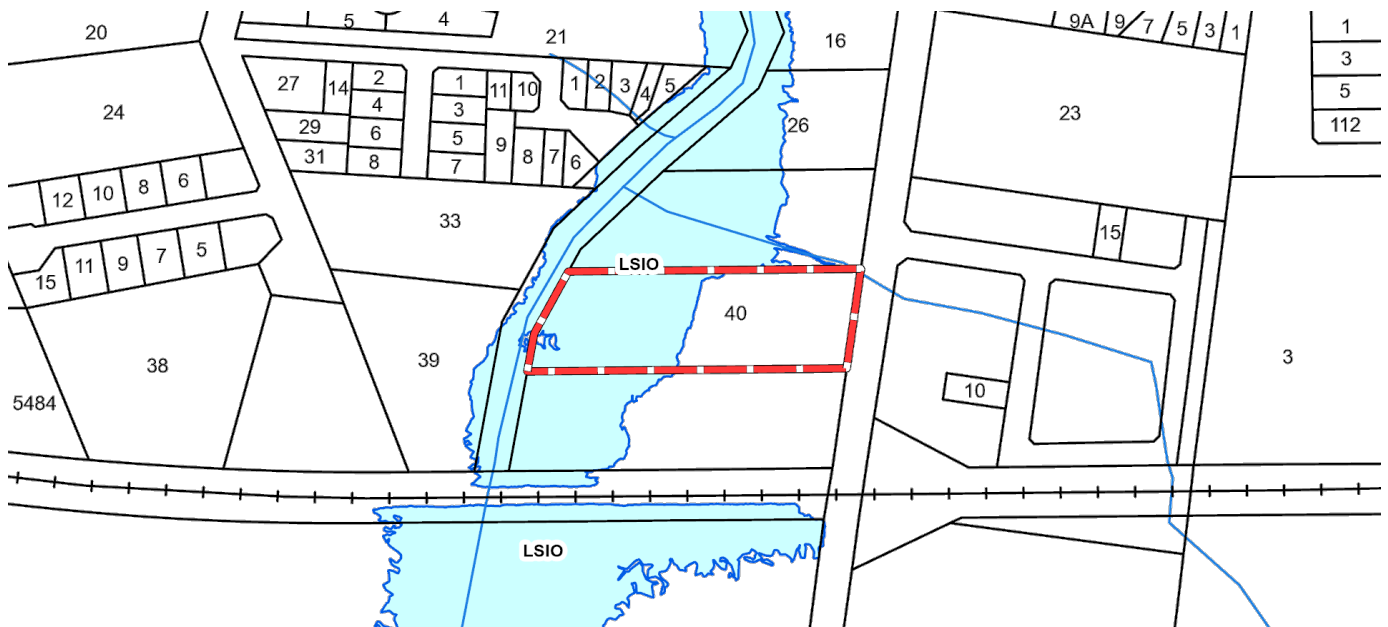
ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)



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

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)

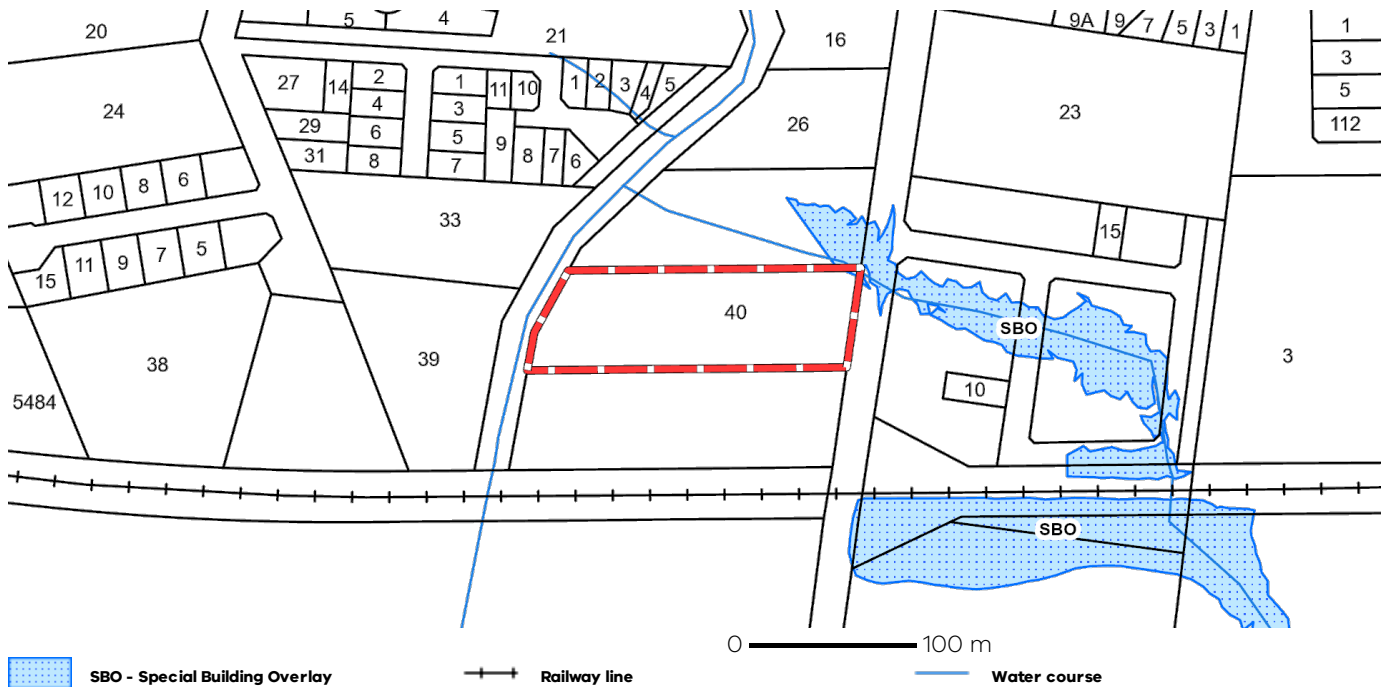


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY SCHEDULE (SBO)

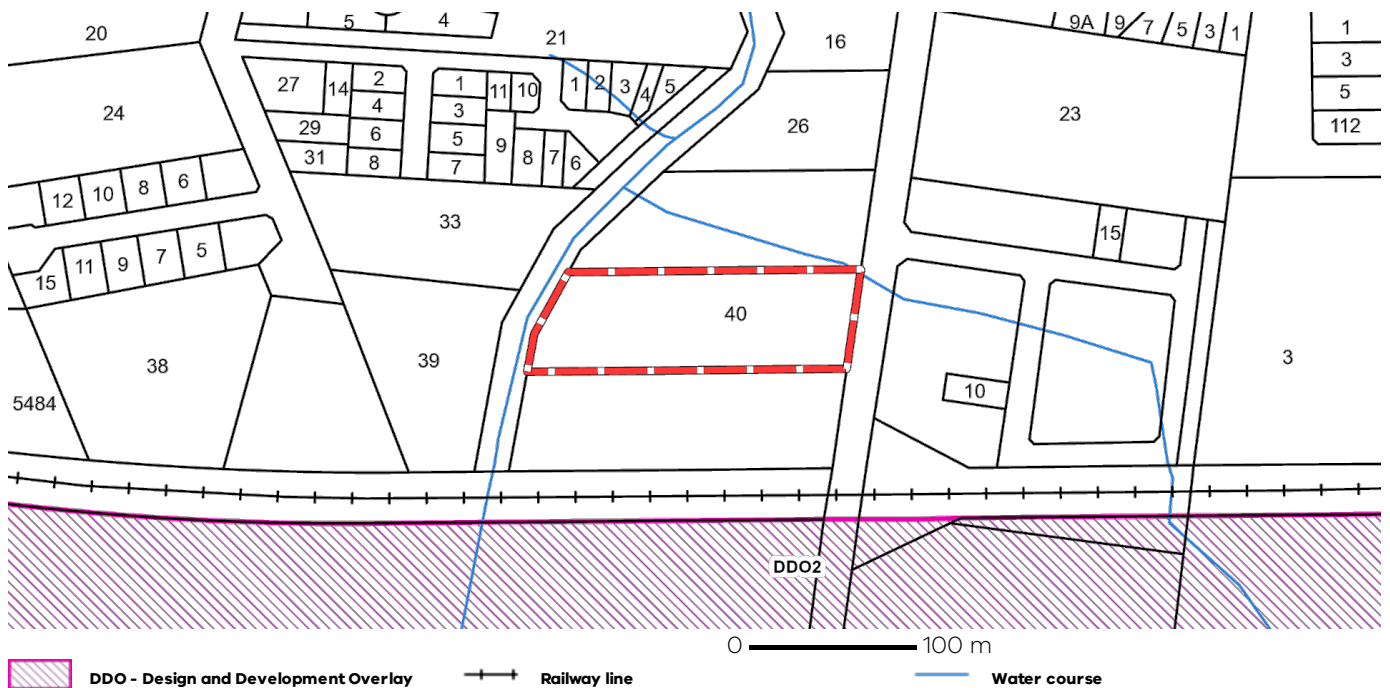


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)



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

Further Planning Information

Planning scheme data last updated on 05 February 2025.

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

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

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

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

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

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

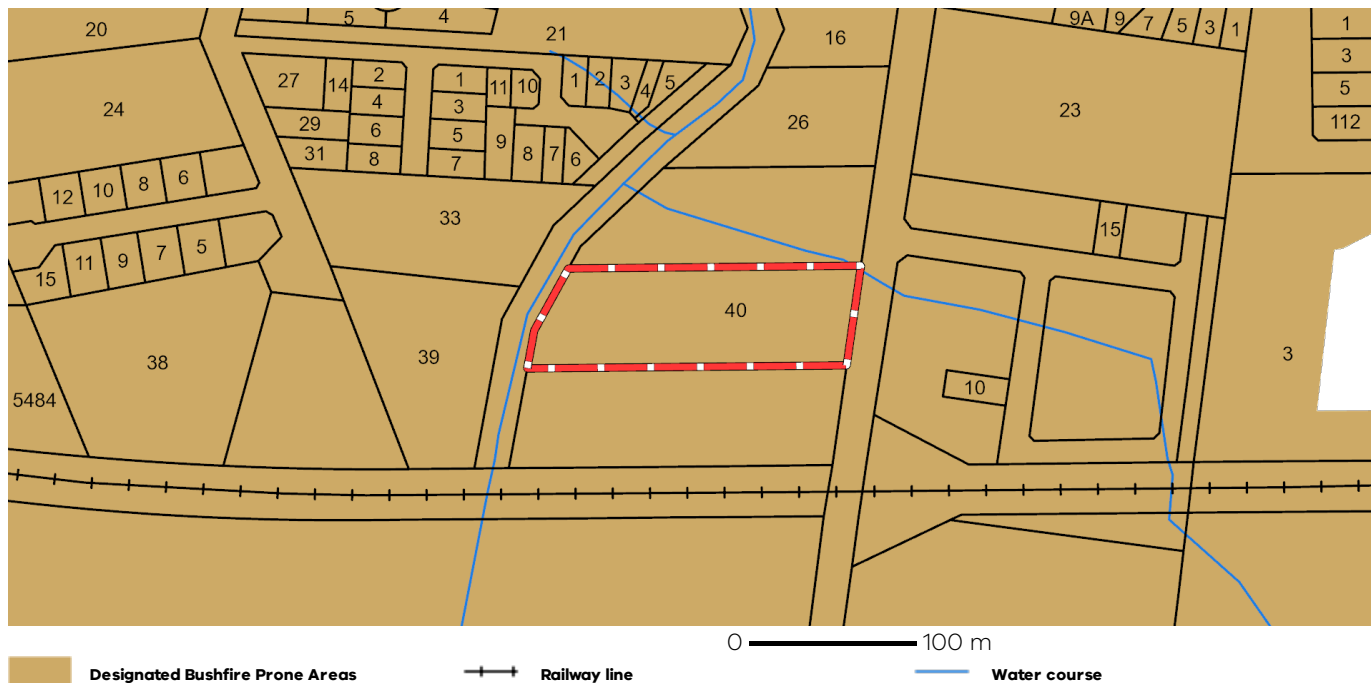
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to 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 \(environment.vic.gov.au\)](#)

LAND INFORMATION CERTIFICATE

in accordance with Section 229 of The Local Government Act 1989

Certificate No: 959

Date of Issue: 05/02/2025



This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the council.

This certificate is not required to include information regarding planning, building, health, landfill, landslip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

APPLICANTS DETAILS

APPLICANT: Landata
GPO Box 527
MELBOURNE VIC 3001

Applicant's Ref: 75693038-012-4

Applicant's Solicitor: Williams Winte

Purchaser: N/A

PROPERTY DETAILS

Property Number: 141650

Address: 40 Old Geelong Road Ballan VIC 3342

Area (Ha): 1.095000000

Description: Lot 10 LP 206804 PSH Gorong

PROPERTY VALUATIONS

Land Valuation Date: 1/01/2024

Operative Date of Valuation: 1/07/2024

Site Value: \$1,300,000.00

Capital Improved Value: \$1,300,000.00

Net Annual Value: \$65,000.00

2024/2025 LEGISLATED PAYMENT DATES AND METHODS

Instalment 1 30/09/2024
Instalment 2 02/12/2024
Instalment 3 28/02/2025
Instalment 4 02/06/2025
Full Payment 17/02/2025

Other payment options are available and therefore updates prior to settlement should be conducted to ensure no further interest will be applied.



Billers Code: 129155
Ref: 20011650

Statement of Rates and Charges for YEAR ENDING 30 June 2025

RATES AND CHARGES

BALANCE DUE

Balance as at 1 July	\$0.00
Compulsory 120Ltr Garbage Service (Weekly)	\$145.00
Compulsory Recycle Service (Fortnightly)	\$111.00
Fire Services Property Levy - Fixed Charge	\$132.00
Fire Services Property Levy - Variable Charge	\$113.10
General	\$3,127.81
State Landfill Levy	\$65.00
Waste Management Service Charge	\$118.00
Interest	\$0.00
Payments	-\$3,811.91
Total	\$0.00

If this Certificate shows any unpaid rates, please contact this office for an update, prior to settlement.
Refer to the next page for Additional Information and Disclosure statement.

Total \$0.00

Mail PO Box 18 Ballan Vic 3342
Ballan 15 Stead St Ballan
Bacchus Marsh 215 Main St Bacchus Marsh
Darley 182 Halletts Way Darley

P (03) 5366 7100
E info@moorabool.vic.gov.au
W www.moorabool.vic.gov.au
ABN 293 5275 4296



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twitter.com/mooraboolshire

LAND INFORMATION CERTIFICATE NUMBER: 959

PROPERTY NUMBER: 141650

ADDITIONAL INFORMATION REGARDING CERTIFICATE:

1. Verbal confirmation or variations will only be given for a period of 60 days from the date of issue to the applicant of the certificate. However, Council will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 60 days
2. Amounts shown as paid on this Certificate may be subject to clearance by a Bank.
3. Overdue amounts accrue interest on a daily basis.
4. Please contact the relevant local water authority(ies) for any additional fees and charges relating to the property.

DISCLOSURES:

1. Any details regarding notices or orders on the land that have been served by Council under the Local Government Act 1958, Local Government Act 1989, or any other Act or Regulation, or under a Local Law of the Council, which have a continuing application at the date of the certificate need to be sought via a Property Information Certificate.
2. There ARE NO monies owed for works under the Local Government Act 1958.
3. There IS NO potential liability for rates under the Cultural and Recreational Lands Act 1963.
4. Any monies owed under Section 227 of the Local Government Act 1989 are shown in the Rates and Charges section of this certificate.
5. Personal information will be held securely and will not be used or disclosed for any other purpose.
6. Please contact the relevant Water Authority as a Melbourne Waterway charge may be applicable to this property.

OTHER INFORMATION/DISCLOSURES

- 1 Property owners and prospective purchasers should be aware that this property may be serviced by an Onsite Wastewater Management System. Certain restrictions and conditions apply to the Onsite Wastewater Management System, waste disposal area and to any proposed development on the property. Proposed developments could include housing extensions or alternations, sheds, tennis courts, in-ground pools, driveways, paths or any form of excavation or earth works. Any proposed developments, on the property may require alteration to the Onsite Wastewater Management System. For further information please contact Council's Environmental Health Team.

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

I acknowledge having received the appropriate statutory fee for this certificate.



Authorised Officer

Central Highlands Region Water Corporation

ABN/GST 75 224 340 348



CENTRAL
HIGHLANDS
WATER

7 Learmonth Road
Wendouree Victoria 3355
PO Box 152 Ballarat
Victoria 3353 Australia
Telephone 1800 061 514
information.statements@chw.net.au

Williams Winter C/- Infotrack (actionstep) C/-
Landata

Your Ref: 75693038-023-0
Statement No: 104111

Account No: 143333-001
Lodgement Date: 31/01/2025

Information Statement

Water Act 1989 Section 158

Statement of encumbrances, works required, outstanding matters, tariffs and other charges including outstanding amounts and other information which the Corporation considers relevant for the property known as:

40 Old Geelong RD BALLAN

Title(s):

Lot 10, LP, 206804B, Volume 9749, Folio 094, Parish of Gorong

Owner(s):

Adlei Holdings Pty Ltd

Account Calculation:

Fees and Charges (including interest) \$0.00

melbourne water balance

Total Amount in arrears as at 31 Jan 2025: \$0.00

Access fees: 31 Jan 2025 (from page 2) \$70.21

Total Amount: \$70.21

Note: Central Highlands Water will perform a special meter reading on all metered properties 10-14 days prior to settlement. Enquires can be made to information.statements@chw.net.au
The lodgement date on the Information Statement is the date received, not the date of issue.

Property No: 13-1926-0040
Property Address: 40 Old Geelong RD BALLAN

Details of services provided and their tariffs:

Water Service Charge: From 4/12/2024 To 31/01/2025 = 58 Days @ 0.6569 Per Day = \$38.10

Wastewater Access Not Connected: From 4/12/2024 To 31/01/2025 = 58 Days @ 0.5536 Per Day = \$32.11

Melbourne Water Waterways Charge From 1/7/2024 To 30/6/2025 (refer To Encumbrance Notes Below) = \$0.00

Encumbrances and other information:

The Existing Building At The Property Has Not Yet Been Connected To The Sewerage System And Is Required To Be Connected At Owner's cost. The Property Cannot Remain Unconnected Indefinitely.

The Property Is Encumbered By Sewer Main/s. Refer To The Enclosed Plan.

The Subject Property May Be Affected By A Drainage And/or Flooding Issue. For Further Information Please Contact Melbourne Water On 9679 7517.

This Property Is Subject To An Annual Melbourne Water Waterways Charge. This Charge Is Used To Manage And Improve Waterways, Drainage And Flood Protection And Is Billed By Central Highlands Water On Behalf Of Melbourne Water.

The Amount Of \$67.00 For The Melbourne Waterways Charge Is Paid For The 2024/2025 Financial Year.

The information supplied on this Statement in relation to encumbrances is valid as at the date of issue only.



**Manager Customer Services
Central Highlands Water**

Fees and Charges \$70.21



Billers Code : 1677
Ref : 143333 001 0

Contact your financial institution to pay from your cheque, savings, credit account.

Melbourne Water Charges \$ 0.00



Billers Code : 1677
Ref : 143333 002 8

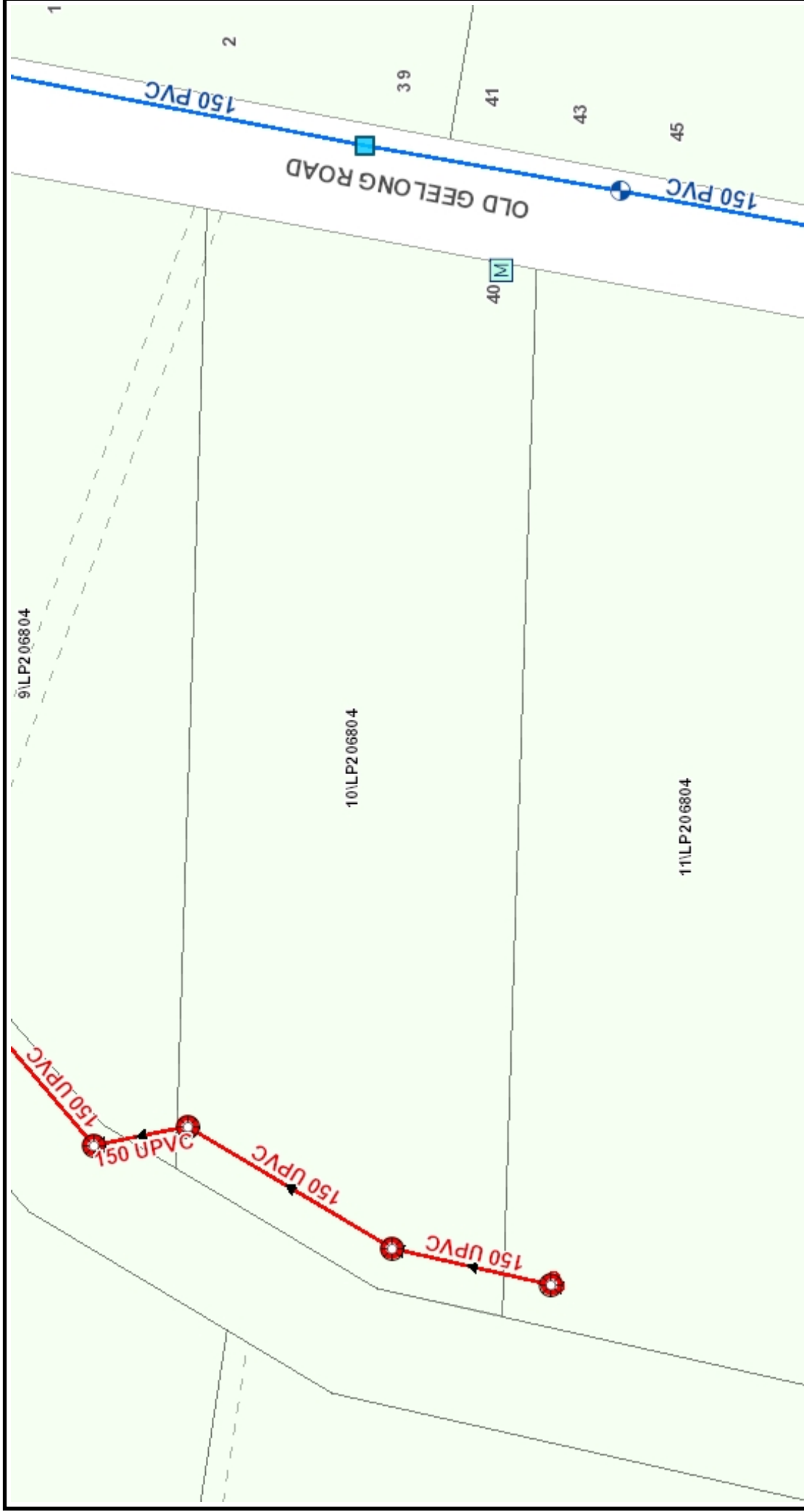
Contact your financial institution to pay from your cheque, savings, credit account.

Private Scheme Charges \$ 0.00



Billers Code : 1677
Ref : Not Applicable

Contact your financial institution to pay from your cheque, savings, credit account.

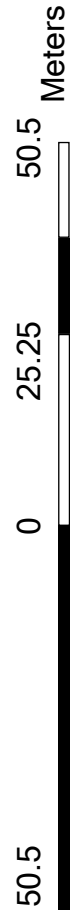


1: 994

Print Date: 13-Sep-2022



Print Time: 5:36:28 PM



Central Highlands Water has taken care to ensure that the location of pipes and assets shown on this plan are accurate, however, some variations from records do exist and complete accuracy cannot be guaranteed. In all instances it is essential that the position of the pipes concerned be proven on site by field survey and hand excavation. It is an offence to destroy, damage, alter or in any way interfere with any works or property of CHW (Water Act, 1989 Section 288)

Date 3 February 2025

Landata
GPO Box 527 Melbourne
Vic 3001
landata.online@servictoria.com.au

Ref: PI2500075
File: 141650
Your Ref: 75693038-014-8

Dear Sir/Madam,

RE: Regulation 51(1) Building Regulations 2018

PROPERTY DETAILS: Lot 10 40 Old Geelong Road Ballan VIC 3342

With regard to your request for property information, a check of Council's records indicates the following:

- Details of building permits, occupancy permits, certificates of final inspection, notices and orders issued in the preceding 10 years on this property are set out on the following page.

Information supplied in accordance with Regulation 51(1) of the Building Regulations 2018 is provided based on the information contained in records held by Council.

Should you require any further information please contact this office.

Kind Regards,

Katy Greig
Planning & Building Administration Officer

Enc Permits issued in the preceding 10 years

Property address: Lot 10 40 Old Geelong Road Ballan VIC 3342

Permit No:	Relevant Building Surveyor	Description	Permit issue date	Occupancy Permit / Certificate of Final Inspection date	Regulation 64 (1) or exemption granted under Regulation 231 (2)
Building Notice / Order No:	Relevant Building Surveyor	Description	Notice/Order issue date	Occupancy Permit / Certificate of Final Inspection date	Regulation 64 (1) or exemption granted under Regulation 231 (2)

Mail PO Box 18 Ballan Vic 3342
Ballan 15 Stead St Ballan
Bacchus Marsh 215 Main St Bacchus Marsh
Darley 182 Halletts Way Darley

P (03) 5366 7100
E info@moorabool.vic.gov.au
W www.moorabool.vic.gov.au
ABN 293 5275 4296



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 twitter.com/mooraboolshire

Determinations made under Regulation 64(1) or exemptions granted under Regulation 231(2)

Council has no record or any determination or exemptions granted. Check current Building or Occupancy Permit for these details.

Outstanding orders or notices

Our records show that there are no outstanding notices or orders under the building regulations, however, it is to be noted that we have not conducted an inspection of the property in regard to this enquiry and that this does not preclude Council from taking action on any illegal building works subsequently identified.

Make your own enquiries

The information supplied in this letter is based solely on current Building Services records. We have made no enquiry beyond consulting these records. Consequently, we recommend that you make your own enquiries for any specific details you may require.

Disclaimer

We expressly disclaim any liability for loss, however occasioned from reliance upon the information herein.

Mail PO Box 18 Ballan Vic 3342
Ballan 15 Stead St Ballan
Bacchus Marsh 215 Main St Bacchus Marsh
Darley 182 Halletts Way Darley

P (03) 5366 7100

E info@moorabool.vic.gov.au

W www.moorabool.vic.gov.au

ABN 293 5275 4296



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twitter.com/mooraboolshire

Date 3 February 2025

Landata
GPO Box 527
Melbourne Vic 3001
landata.online@servictoria.com.au

Ref No: PI2500074
File No: 141650
Your Ref: 75693038-015-5

Dear Sir/Madam,

RE: Regulation 51(2) Building Regulations 2018
PROPERTY ADDRESS: Lot 10 40 Old Geelong Road Ballan Vic 3342

With regard to your request for property information, Council's records indicate the following:

<ul style="list-style-type: none"> Is the land liable to flooding within the meaning of Regulation 153, Building Regulations 2018? If yes, the report and consent from Council to build may be required prior to the issue of a building permit. 	Yes
<ul style="list-style-type: none"> Is the land designated under Regulation 150, Building Regulations 2018 as an area in which buildings are likely to be subject to attack by termites? 	No
<ul style="list-style-type: none"> Is the land in an area for which a bushfire attack level area has been specified in a planning scheme? (Reg 156 (1)) 	No
<ul style="list-style-type: none"> Is the land in an area determined under Regulation 152, Building Regulations 2018 as likely to be subject to significant snowfalls? 	No
<ul style="list-style-type: none"> Is the land designated land? (Reg 154) 	Yes
<ul style="list-style-type: none"> Is the land designated works? (Reg 154) 	Yes

Information supplied in accordance with Regulation 51 of the Building Regulations 2018 is provided based on the information contained in records held by Council.

Kind Regards,

Katy Greig
Planning & Building Administration Officer

Property Clearance Certificate

Land Tax



INFOTRACK / WILLIAMS WINTER

Your Reference:	20255054: LOTS 9, 10 & 11, 4C
Certificate No:	82484509
Issue Date:	31 JAN 2025
Enquiries:	ESYSPROD

Land Address: 40 OLD GEELONG ROAD BALLAN VIC 3342

Land Id	Lot	Plan	Volume	Folio	Tax Payable
20711542	10	206804	9749	94	\$15,713.55

Vendor: ADLEI HOLDINGS PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
ADLEI HOLDINGS PTY LTD	2025	\$1,300,000	\$15,713.55	\$0.00	\$15,713.55

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

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$1,300,000
SITE VALUE (SV):	\$1,300,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$15,713.55

Notes to Certificate - Land Tax

Certificate No: 82484509

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 = \$7,350.00

Taxable Value = \$1,300,000

Calculated as \$4,650 plus (\$1,300,000 - \$1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$13,000.00

Taxable Value = \$1,300,000

Calculated as \$1,300,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 82484509

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: 82484509

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / WILLIAMS WINTER

Your Reference:	20255054: Lots 9, 10 & 11, 40
Certificate No:	82484509
Issue Date:	31 JAN 2025
Enquires:	ESYSPROD

Land Address: 40 OLD GEELONG ROAD BALLAN VIC 3342

Land Id	Lot	Plan	Volume	Folio	Tax Payable
20711542	10	206804	9749	94	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
118	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:	\$1,300,000
SITE VALUE:	\$1,300,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 82484509

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / WILLIAMS WINTER

Your Reference: 20255054: LOTS 9, 10 & 11, 40

Certificate No: 82484509

Issue Date: 31 JAN 2025

Land Address: 40 OLD GEELONG ROAD BALLAN VIC 3342

Lot	Plan	Volume	Folio
10	206804	9749	94

Vendor: ADLEI HOLDINGS PTY LTD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

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

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 82484509

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 82484502</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 82484502</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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Extract of EPA Priority Site Register

Page 1 of 1

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 40 OLD GEELONG ROAD

SUBURB: BALLAN

MUNICIPALITY: MOORABOOL

MAP REFERENCES: Vicroads Eighth Edition, State Directory, Map 77 Reference E3

DATE OF SEARCH: 6th February 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] # 75760411 - 75760411154137
'75693038-031-5'

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Williams Winter C/- InfoTrack (ActionStep)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 368404

NO PROPOSALS. As at the 31th January 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®.

40 OLD GEELONG ROAD, BALLAN 3342
SHIRE OF MOORABOOL

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: 31th January 2025

Telephone enquiries regarding content of certificate: 13 11 71

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.

(04/10/2016)

- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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