

Contract of Sale of Land

Property address: 15 Clifford Street HIGHTON VIC 3216

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

The terms of this contract are contained in the:

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

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, Sale of Land Act 1962

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

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

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

Exceptions

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

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

Notice to purchasers of property “off-the-plan”

Section 9AA(1A), 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.

Signing of this contract

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

Signed by the purchaser

on

dd/mm/yyyy

Print name(s) of person(s) signing

State nature of authority if applicable

e.g. 'director', 'attorney under power of attorney'

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

Signed by the vendor

on

dd/mm/yyyy

Print name(s) of person(s) signing

Merna Grace Summers

State nature of authority if applicable

e.g. 'director', 'attorney under power of attorney'

The **day of sale** is the date by which both parties have signed this contract.

Table of Contents

PARTICULARS OF SALE	3
SPECIAL CONDITIONS	8
GENERAL CONDITIONS	10
1. ELECTRONIC SIGNATURE	10
2. LIABILITY OF SIGNATORY	10
3. GUARANTEE	10
4. NOMINEE	10
5. ENCUMBRANCES.....	10
6. VENDOR WARRANTIES.....	11
7. IDENTITY OF THE LAND	12
8. SERVICES	12
9. CONSENTS	12
10. TRANSFER AND DUTY	12
11. RELEASE OF SECURITY INTEREST	12
12. BUILDER WARRANTY INSURANCE	14
13. GENERAL LAND LAW	14
14. DEPOSIT	15
15. DEPOSIT BOND	16
16. BANK GUARANTEE	17
17. SETTLEMENT	17
18. ELECTRONIC SETTLEMENT	18
19. GST	19
20. LOAN	20
21. BUILDING REPORT	20
22. PEST REPORT	21
23. ADJUSTMENTS	21
24. FOREIGN RESIDENTIAL CAPITAL GAINS WITHHOLDING.....	21
25. GST WITHHOLDING.....	22
26. TIME & CO-OPERATION	25
27. SERVICE	25
28. NOTICES	25
29. INSPECTION	26
30. TERMS CONTRACT	26
31. LOSS OR DAMAGE BEFORE SETTLEMENT	26
32. BREACH	27
33. INTEREST	27
34. DEFAULT NOTICE	27
35. DEFAULT NOT REMEDIED	27
GUARANTEE & INDEMNITY	29
GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND	30

Particulars of sale

Vendor's estate agent

Name:	Real Estate Geelong
Address:	52 North Valley Road HIGHTON VIC 3216
Telephone:	0419 315 727
Contact:	Wes Thornton
Email:	west@reggroup.au

Vendor

Name(s):	Merna Grace Summers
Address:	15 Clifford Street HIGHTON VIC 3216

Vendor's legal practitioner or conveyancer

Name:	Heritage Cameo Conveyancing
Address:	2 Porter Avenue HIGHTON VIC 3216
Telephone:	(03) 5245 8624
Reference:	Alicia Stephens ASE/25/19326
Email:	alicia@heritagecameo.com.au

Purchaser

Name(s):	
Address:	

Purchaser's legal practitioner or conveyancer

Name:

Address:

Telephone:

Reference:

Email:

Land (general conditions 7 and 13)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	11897	Folio	939	461	PS707417A
Volume		Folio			

or

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

Property address
The address of the land

15 Clifford Street HIGHTON VIC 3216

Goods sold with the land
General condition 6.3(f). List
or attach schedule.

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

Payment

Price	\$
Deposit	\$ by the of which has been paid
Balance payable at settlement	\$

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

The price includes GST (if any) unless the words ' plus GST ' appear in this box:	
If this is a sale of a 'farming business' or 'going concern' then add the words ' farming business ' or ' going concern ' in this box:	
If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box	

Settlement (general condition 17 and 26.2)

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

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

Lease (general condition 5.1)

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

--

in which case refer to general condition 4.1. If '**subject to lease**' then particulars of the lease are:
(only complete the one that applies. Check tenancy agreement/lease before completing details.

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

****Periodic residential tenancy agreement determinable by notice

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

Terms contract (general condition 30)

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

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and refer to general condition 30 and add any further provisions by way of special conditions.

Loan (general condition 20) – NOT APPLICABLE AT AUCTION

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

Lender	
Loan amount	
Approval date	

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

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

SPECIAL CONDITIONS

Contract of Sale of Land—Special Conditions

Instructions: it is recommended that when adding special conditions:

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

Special condition 1- Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the relevant Planning Scheme and any other Town Planning Acts or Schemes.

Special condition 2 - No Representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

Special condition 3- Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser is sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

Special condition 4- Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

Special Condition 5 - Variation of General Conditions

Variation of General Conditions

- (a) General Conditions 12 and 31.4 to 31.6 inclusive do not apply to this contract.
- (b) Should General conditions 21 and 22 apply to this contract the parties acknowledge the time frame allowed in conditions 21.2 and 22.2 is amended to 7 days in lieu of 14 days
- (c) General condition 14.3 (a) (ii) is amended to read '...the balance due at settlement' in place of '80% of the sale price'

Special condition 6 - Solar Panels

The Vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state of repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by an solar panels, save that they are owned by the Vendor and not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on settlement.

Special condition 7 - Swimming Pool

If the Land includes a swimming pool, spa or pond ("Pool"), the Purchaser acknowledges and agrees that:

(a) the Purchaser, as the new owner of the Property, has made its own enquiries regarding the obligations with respect to the Pool and any existing or required safety barriers located at the Property;

The Purchaser accepts the current condition regarding pool fencing, being fenced or unfenced

(b) from settlement the Purchaser will be responsible to comply with the Building Act 1993(Vic) and its Regulations (including any amendments to the Building Act 1993) in relation to a Pool and the required safety barriers;

(c) the Purchaser shall not make any claim against the Vendor in relation to the Pool or any existing or required safety barriers;

(d) The Purchaser shall indemnify the Vendor against at costs associated with the Pool including any existing safety barriers; and

(e) Neither the Vendor nor the Vendor's Estate Agent has made any representations or warranties in relation to the Pool or any safety barriers.

Special condition 8 - Auction

Should the property be going to Public Auction The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

Special condition 9 – Land Tax

Notwithstanding any other Condition or provision contained in this Contract (this Special Condition taking Priority in all respects as to Land Tax), any Land Tax liability attached to or as a charge on the Property whatsoever (whether already raised now or arising after the Day of Sale but before Settlement, including any Proportional or Multiple Holding, Trust Surcharge, Vacant Land Tax Liability, Foreign Citizen loading, Absentee owner surcharge or the like) is to remain the Vendor's responsibility, and is to be paid in full by the Vendor (by deduction) at Settlement and will not be adjusted whatsoever at settlement between the parties. For the avoidance of doubt, the Purchaser shall not be required to contribute in any way to the Vendor's Land Tax Liability for the Calendar Year in which Settlement takes place or for any prior year. The Vendor hereby indemnifies and agrees to keep indemnified the Purchaser against any Land Tax liability that arises from the Calendar year in which Settlement takes place, or is raised, payable or levied, for any period Prior to Settlement. This Special Condition shall not merge at Settlement and shall continue in full force and effect notwithstanding completion of Settlement.

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

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd dated August 2019
- 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.
- 13.10 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 lodgment 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 lodgment 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 lodgment 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 lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment 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 lodgment.
- 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 lodgment 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 lodgment 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.
- 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 lodgment 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 lodgment 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 lodgment 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

I/We		of	
And		of	
being the Sole Director / Directors of		ACN	

(Called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within 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. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- by time given to the Purchaser for any such payment performance or observance;
- by reason of the Vendor assigning his, her or their rights under the said Contract; and
- by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

SECTION 32 **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Merna Grace Summers
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Property:	15 Clifford Street HIGHTON VIC 3216
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VENDORS REPRESENTATIVE

Heritage Cameo Conveyancing

2 Porter Avenue Highton 3216
PO Box 7021 Highton 3216

Tel: 03 5245 8624

Fax: 03 5241 1703

Email: alicia@heritagecameo.com.au

Ref: ASE/25/19326

SECTION 32 STATEMENT
15 Clifford Street HIGHTON VIC 3216

32A FINANCIAL MATTERS

- (a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows and contained in the attached certificate/s -

Provider

City of Greater Geelong
Barwon Water

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

None to the vendors knowledge

Their total does not exceed \$4,500.00

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

- (b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-
Not Applicable

(c) **Commercial and Industrial Property Tax**

1. The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.
Yes ☐ No ☒
2. The AVPCC number is;
3. The Entry Date of the land was;

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows:
Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-
Not Applicable

32C LAND USE

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

SECTION 32 STATEMENT
15 Clifford Street HIGHTON VIC 3216

(b) **BUSHFIRE**

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) **ROAD ACCESS**

There is access to the Property by Road.

(d) **PLANNING**

Planning Scheme: Greater Geelong

Responsible Authority: City of Greater Geelong

Zoning: GRZ General Residential Zone

Planning Overlay/s: DPO - Development Plan Overlay, DDO - Design and Development Overlay

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are:
Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

land that is to be transferred under the agreement.

land on which works are to be carried out under the agreement (other than Crown land).

land in respect of which a GAIC is imposed.

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

SECTION 32 STATEMENT
15 Clifford Street HIGHTON VIC 3216

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

DATE OF THIS STATEMENT

23 / 6 /20 25

Name of the Vendor

Merna Grace Summers

Signature/s of the Vendor

x Merna G Summers

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

Register Search Statement - Volume 11897 Folio 939

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

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

VOLUME 11897 FOLIO 939

Security no : 124125095284T
Produced 05/06/2025 12:07 PM

LAND DESCRIPTION

Lot 461 on Plan of Subdivision 707417A.
PARENT TITLE Volume 11897 Folio 692
Created by instrument PS707417A 11/07/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MERNA GRACE SUMMERS of 9 REGENCY CLOSE WANDANA HEIGHTS VIC 3216
AQ177815B 24/08/2017

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS707417A 11/07/2017

COVENANT AQ177815B 24/08/2017

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

AGREEMENT Section 173 Planning and Environment Act 1987
AM306814Y 06/11/2015

DIAGRAM LOCATION

SEE PS707417A 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: 15 CLIFFORD STREET HIGHTON VIC 3216

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 05/06/2025, for Order Number 88088187. Your reference: ASE/25/19326 Summers.

Signed by Council: City of Greater Geelong, Council Ref: 11024, Original Certification: 07/10/2016, S.O.C.: 04/07/2017

PLAN OF SUBDIVISION		EDITION 1		PS 707417A	
LOCATION OF LAND PARISH: BARRARBOOL TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 25 (PART) TITLE REFERENCE: VOL.11897 FOL.692 LAST PLAN REFERENCE: PS.707418X (LOT P) POSTAL ADDRESS: CLIFFORD STREET, (at time of subdivision) HIGHTON, 3216 MGA CO-ORDINATES: E: 263 160 ZONE: 55 (of approx centre of land in plan) N: 5 772 370 GDA 94					
VESTING OF ROADS AND/OR RESERVES		NOTATIONS			
IDENTIFIER	COUNCIL/BODY/PERSON		The land being subdivided is enclosed within thick continuous lines. Lots 1-459 have been omitted from this plan. Creation of Restriction: Upon registration of this plan the following restriction is to be created. Land to benefit : Lots 460 to 472 (both inclusive) on this plan. Land to be burdened : Lots 460 to 469, 471 & 472 (all inclusive) on this plan. Description of Restriction : The development of multi-dwellings & further subdivision of lots 460 to 469, 471 & 472 (all inclusive) on this plan is prohibited. Easements: Parts of easements created in PS713537E (denoted E-8 on that plan) within Springdale Rise will be removed upon registration of this plan as directed by agreement of all interested parties. Part of easement created in PS722864M (denoted E-9 on that plan) within Clifford Street will be removed upon registration of this plan as directed by agreement of all interested parties.		
ROADS R1 RESERVE No.1	CITY OF GREATER GEELONG POWERCOR AUSTRALIA PTY. LTD.				
NOTATIONS					
DEPTH LIMITATION Does not apply					
SURVEY: This plan is based on survey. SEE PS.613400R STAGING: This is not a staged subdivision. Planning Permit No. 374/2007/D This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No.					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
SEE	SHEET	2	FOR	EASEMENT DETAILS	
 ST. QUENTIN Surveyors • Town Planners • Engineers 51 LITTLE FYANS STREET, P.O. BOX 919, GEELONG 3220 TELEPHONE (03) 5201 1811 FAX (03) 5229 2909		SURVEYORS FILE REF: 12285_STAGE_33_V06		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5
		IAN A. BENT / VERSION No.6		PLAN REGISTERED TIME: 2.51pm DATE: 11/7/2017 A.R.T. Assistant Registrar of Titles	

Signed by: IAN BENT (StQuentin Consulting Pty Ltd) Surveyor's Plan Version (06) SPEAR Ref: S033150E 05/07/2016

Signed by Council: City of Greater Geelong, Council Ref: 11024, Original Certification: 07/10/2016, S.O.C.: 04/07/2017

PLAN OF SUBDIVISION

EDITION 1

PS 707417A

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1 E-1	DRAINAGE PIPELINES OR ANCILLARY PURPOSES	3 3	THIS PLAN THIS PLAN - Section 136 of the Water Act 1989.	CITY OF GREATER GEELONG BARWON REGION WATER CORPORATION
E-2 E-2	DRAINAGE PIPELINES OR ANCILLARY PURPOSES	3 3	PS.700563B PS.700563B- Section 136 of the Water Act 1989.	CITY OF GREATER GEELONG BARWON REGION WATER CORPORATION
E-4 E-4	DRAINAGE PIPELINES OR ANCILLARY PURPOSES	3 3	PS.722864M PS.722864M- Section 136 of the Water Act 1989.	CITY OF GREATER GEELONG BARWON REGION WATER CORPORATION
E-5	PIPELINES OR ANCILLARY PURPOSES	2	PS.722864M- Section 136 of the Water Act 1989.	BARWON REGION WATER CORPORATION
E-6	PIPELINES OR ANCILLARY PURPOSES	16	PS.722864M Section 136 of the Water Act 1989.	BARWON REGION WATER CORPORATION
E-6	POWERLINE	16	PS.722864M- Section 88 Electricity Industry Act 2000	POWERCOR AUSTRALIA LIMITED
E-6	CARRIAGEWAY	16	PS.722864M	BARWON REGION WATER CORPORATION
E-7	PIPELINES OR ANCILLARY PURPOSES	2	PS.722865K - Section 136 of the Water Act 1989.	BARWON REGION WATER CORPORATION



ST. QUENTIN

Surveyors · Town Planners · Engineers

51 LITTLE FYANS STREET,
P.O. BOX 919, GEELONG 3220
TELEPHONE (03) 5201 1811 FAX (03) 5229 2909

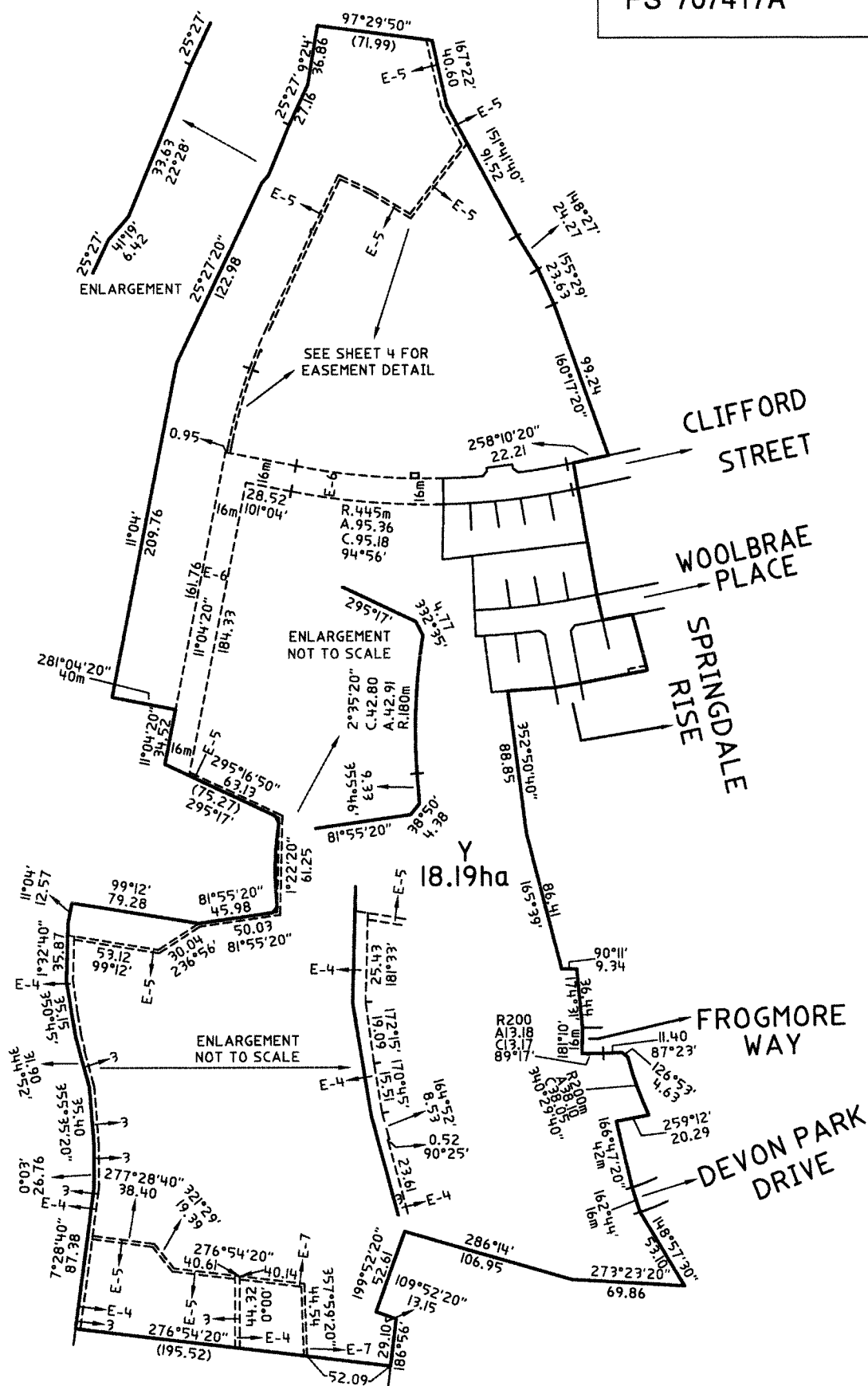
SURVEYORS FILE REF: 12285_STAGE_33_V06

ORIGINAL SHEET
SIZE: A3

SHEET 2

IAN A. BENT / VERSION No.6

MGA94
ZONE 55



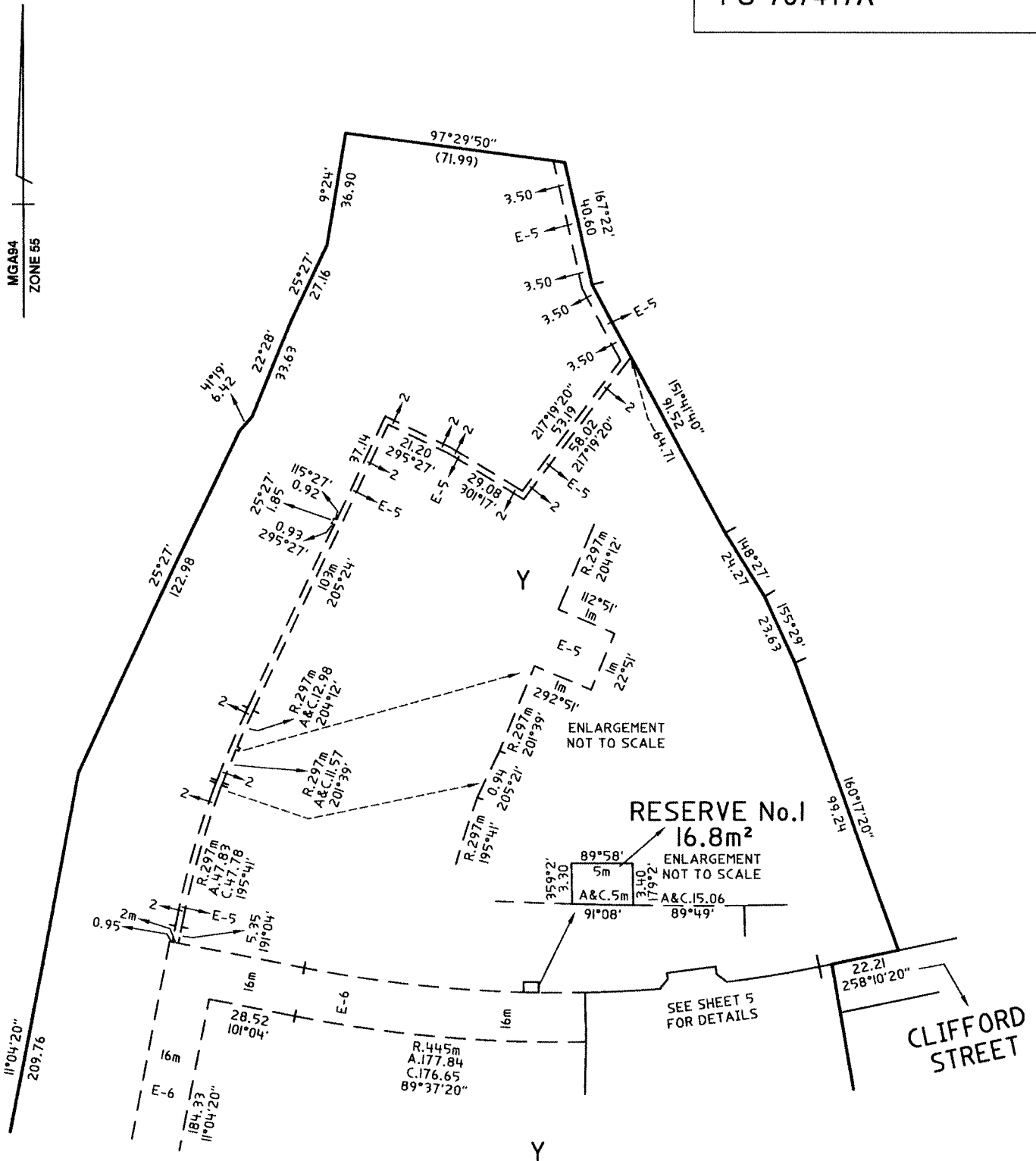
25 0 25 50 75 100

LENGTHS ARE IN METRES

SHEET 3

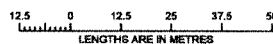
Signed by Council: City of Greater Geelong, Council Ref: 11024, Original Certification: 07/10/2016, S.O.C.: 04/07/2017

PS 707417A



ST. QUENTIN
 Surveyors · Town Planners · Engineers
 51 LITTLE FYANS STREET,
 P.O. BOX 919, GEELONG 3220
 TELEPHONE (03) 5201 1811 FAX (03) 5229 2909

SCALE
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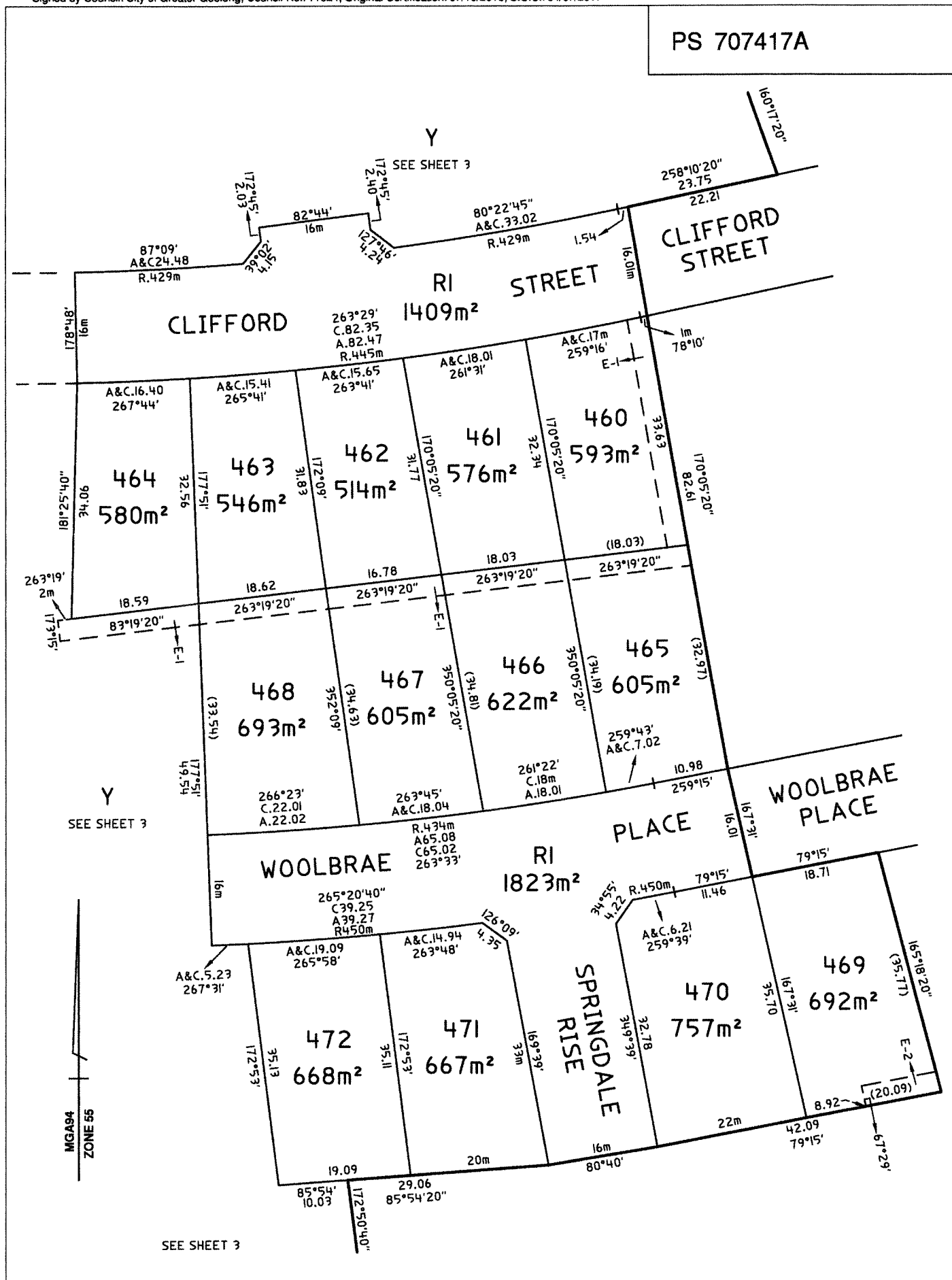


IAN A. BENT / VERSION No.6

ORIGINAL SHEET
 SIZE: A3

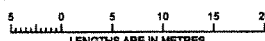
SHEET 4

Signed by Council: City of Greater Geelong, Council Ref: 11024, Original Certification: 07/10/2016, S.O.C.: 04/07/2017



Surveyors · Town Planners · Engineers
51 LITTLE PYANS STREET,
P.O. BOX 919, GEELONG 3220
TELEPHONE (03) 5201 1811 FAX (03) 5229 2909

SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 5

IAN A. BENT / VERSION No.5

Signed by: IAN BENT (StQuentin Consulting Pty Ltd) Surveyor's Plan Version (06) SPEAR Ref: S033150E 05/07/2016

Plan of Subdivision PS707417A
Certification of plan by Council (Form 2)



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S033150E
Plan Number: PS707417A
Responsible Authority Name: City of Greater Geelong
Responsible Authority Reference Number 1: 11024
Surveyor's Plan Version: 06

Certification

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

☐ has not been made at Certification

Digitally signed by Council Delegate: Marshall Sullivan
Organisation: City of Greater Geelong
Date: 07/10/2016

Signed by: Marshall Sullivan (City of Greater Geelong) 07/10/2016

AQ177815B

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

Lodged by

Name: Heritage Cameo Conveyancing

Phone:

Address: 2 Porter Avenue HIGHTON VIC 3216

Reference: AS/16/6224

Customer Code: 19066L

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio)

Certificate of Title

Volume 11897 Folio 939

Estate and Interest: (e.g. "all my estate in fee simple")

All its estate in fee simple

Consideration:

\$246,000.00

Transferor: (full name)

HIGHVIEW AGRICULTURAL PTY LTD ACN 113 565 996

Transferee: (full name and address including postcode)

MERNA GRACE SUMMERS of ~~21 Ballaher Ave Newtown 3220~~

Directing Party: (full name)

9 Regency Close Wandana Heights 3216

Creation and/or Reservation of Easement and/or Restrictive Covenant

The transferee with the intention that the benefit of this covenant shall be attached to and run at law and in equity with each and every lot on Plan of Subdivision No. PS707417A other than the land hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the land hereby transferred hereby for himself, his heirs, executors, administrators and transferees the registered proprietor or proprietors for the time being of the land hereby transferred ("the land") covenants with the said transferor and its transferees, successors and assigns or other registered proprietor or proprietors for the time being of each and every lot on the said Plan of Subdivision or any part thereof other than the land, that the transferee, his heirs, executors, administrators or transferees the registered proprietor or proprietors for the time being of the land as follows:

Merna Grace Summers

[Signature]

30800812A

T2

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria. 570 Bourke Street. Melbourne. 3000. Phone 8636-2010

AQ177815B

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

- (a) in this restrictive covenant the following words mean or include:
"ancillary structure" includes an outbuilding smaller than 10 square meters in area, clothes line, clothes hoist, water tank, hot water service or other similar appliance or structure;
"build" includes construct a place or to allow to be built constructed or placed;
"frontage" means the boundary of the land to the road which is the address of the property;
- (b) not at any time to build upon the land any relocated, preconstructed or second hand dwelling or any building with a roof made out of reflective material such as galvanized iron;
- (c) not at any time to build on the land unless a suitable receptacle for containing and disposing of rubbish, waste and building debris ("rubbish") is placed upon the land;
- (d) not at any time to deposit or allow to be deposited on the land any rubbish other than in a suitable receptacle for containing and disposing of rubbish;
- (e) not at any time to build a fence more than one metre high on or within five metres of the frontage of the land;
- (f) not at any time to build any ancillary structure between the dwelling on the land and any road unless it is screened so as to be out of view from the frontage of the land.

AND it is intended that the above covenant shall appear as an encumbrance on the Certificate of Title to be issued in respect of the land.

Dated:

11/8/17

Execution and attestation:

Executed by Highview Agricultural Pty Ltd ACN 113 565 996
by being signed by the people authorised to sign for the company

Director.....*Jennifer Heath*.....

Full name: JENNIFER JESSIE MCINTYRE HEATH

Usual address: 34-36 HIGHLAND WAY, HIGHTON 3216

Director/Secretary.....*W.S. McCann*.....

Full name: WILLIAM SIDNEY MCINTYRE MCCANN

Usual address: 259 NOBLE STREET, NEWTOWN 3220

Signed by the Transferee

in the presence of:

.....*Merna Grace Summers*.....

Witness.....*W.S. McCann*.....

.....14/12/2016.....

Duty Use Only

T2

Page 2 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

AQ177815B

Annexure Page

Transfer of Land Act 1958

This is page 1 of Approved Form T1 dated *Highview* between *Merna Grace Summers*
Agricultural Pty Ltd

Signature of the Parties

at

Merna Grace Summers.

Insert panel heading below

Continued from previous page

Summers Mark



A1

Page 1 of 1

1. If there is insufficient space to accommodate the required information in a panel of the attached form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

AM306814Y



Form 21

Lodged by:

Name: MADDOCKS
Phone: 9258 3555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: TGM:6585287
Customer Code: 1167E

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Certificate Title Volume and Folio

Vol 11578 Fol 409 being	Lot V on PS 722865K
Vol 11378 Fol 267 being	Lot A on PS 639560W
Vol 11578 Fol 408 being	Lot U on PS 722865K
Vol 11548 Fol 511 being	Lot B on PS 725276P
Vol 11353 Fol 037 being	Lot C on PS 648611F
Vol 11548 Fol 510 being	Lot A on PS 725276P
Vol 11353 Fol 039 being	Lot E on PS 648611F

Responsible Authority: Greater Geelong City Council, City Hall, 30 Gheringhap Street, Geelong, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

HUGH GRIFFITHS

Position Held:

TEAM LEADER STATUTORY PLANNING

Date:

2/11/15

AM306814Y

06/11/2015 \$139.70 173



SECTION 173 AGREEMENT

WANDANA STRUCTURE PLAN AREA

**McCann, Tidebird and
Barrabool Hills Baptist Church**

AND

Greater Geelong City Council

Bowman & Knox - Solicitors,
32 Fenwick Street - Geelong 3220
Ph: (03) 5222 1222
Facsimile: (03) 5222 1696
DX: 22021 Geelong
email: lawyers@bowmanknox.com.au

THIS SECTION 173 AGREEMENT is made the 22nd day of December 2003

BETWEEN:

McCANN PASTORAL COMPANY PTY LTD (ABN 8700 444 3341) the registered office of which is situate at "Glencairn", 100 McCann Street, Ceres, 3221 and **W.S. McCANN, G.D. McCANN, J.J. HEATH and E.M. DOUGLAS** all care of the same address (hereinafter together referred to as "McCann") and

TIDEBIRD PTY LTD (ACN 067 246 137) the registered office of which is situate at 79 Gheringhap Street, Geelong Victoria 3220 as Trustee of the Mt. Brandon Unit Trust (hereinafter individually referred to as "Tidebird") and

BAPTIST UNION OF VICTORIA of 227 Burwood Road Hawthorn as trustee for **BARRABOOL HILLS BAPTIST CHURCH** of 10 Leigh Road, Highton, Victoria, 3216 (hereinafter individually referred to as "Baptist Church")

McCann, Tidebird and Baptist Church are together one party hereto and as such are hereinafter collectively referred to as the "Owner"

AND:

GREATER GEELONG CITY COUNCIL P.O. Box 104, Geelong Victoria, 3220 (hereinafter referred to as the "Council") is the other party to this agreement.

BACKGROUND:-

- A. This agreement is made pursuant to the provisions of Section 173 of the Planning and Environment Act 1987 (the "Act")
- B. McCann is the registered proprietor of all those pieces of land being that part of the land outlined by the border named "Ownerships" in the Legend on Drawing No. 2015-001 entitled "The Land" (a copy of which is annexed hereto) and thereon designated "McCann Pastoral Company Pty Ltd" save and except that part thereof that is designated "Road Reserves" thereon.
- C. Baptist Church is the registered proprietor of all those pieces of land outlined by the border named "Ownerships" in the Legend on the said Drawing No 2015-001 and thereon designated "Barrabool Hills Baptist Community Church".
- D. Tidebird is the registered proprietor of all those pieces of land outlined by the border named "Ownerships" in the legend on the said Drawing No. 2015-001 and thereon designated "Tidebird Pty Ltd" save and except that that part of Highett Road that is included therein and is an unused road.

AM306814Y

06/11/2015 \$139.70 173



- E. The owners of those respective parts are (or will be on closure of the unused roads and acquisition thereof) collectively the registered proprietors of all of the land the subject matter of this Section 173 Agreement (the "subject land") being the whole of the land described above together with the unused roads shown on the said Drawing No. 2015-001 and outlined thereon within the boundary outline designated in the Legend on the said plan as "ODP Boundary", save and except the area designated thereon "2ha" (the "Taylor land")
- F. The Council is the Responsible Authority for the Planning Scheme which governs land within its municipal district including the subject land.
- G. The Owner is seeking to have the subject land re-zoned from part Rural and part Low Density Residential to part Residential 1 ("R1Z") and part Public Conservation and Resource Zone ("PCRZ") as shown on the plan which is Figure 7 Sheet 1 of 5 (March 2003) to amendment number C35.
- H. The Council has exhibited a Planning Scheme Amendment "C35" (the "amendment") seeking to so re-zone the subject land, an independent panel has recommended its adoption subject to sundry amendments and, (subject to further amendments, if any required by the Council), the Council will consider amending the Ordinance and applying overlays subject to the Owner entering into this Agreement; and
- I. References herein to planning documents and plans unless otherwise stated herein are references to such plans and documents produced for the purpose of the Planning Scheme Amendment C35
- J. The parties hereto have agreed to the following.

NOW IT IS HEREBY AGREED by and between the parties as follows:

1. Subject as herein provided the Council will consider the adoption of the said Amendment C35 to the Scheme.
2. The Owner hereby agrees with the Council as conditions of the approval of Amendment C35 that:
 - 2.1 The development and subdivision of the subject land shall be generally in accordance with the approved Wandana Heights Development Plan and its associated documents being the Development Plan Overlay and Design and Development Overlay.
 - 2.2 **Public Open Space**
 - 2.2.1 The Owner will provide public open space land amounting to at least 15 percent in area of the subject land at no cost to the Council comprising partly the land shown as Public Conservation and Resource Zone ("PCRZ") on the plan which is Figure 7 Sheet 1 of 5 (March

AM306814Y

06/11/2015 \$139.70 173



2003) to Amendment No. C35 and partly the land referred to as "Local Public Open Space" along the gullies and elsewhere to be defined and included in the appropriate plans subject to survey

2.2.2 The said land shown as "PCRZ" on the said plan annexed to Amendment No. C35 will be transferred by its respective owners to the Council or as the Council shall direct upon gazettal of approval of the said Amendment No. C35 (the "Gazettal Date") subject to approval by the Land Titles Office of such plans as are necessary to enable the transfer to be effected and;

- (a) in the case of that part of the said land designated "PCRZ" as is part of the Tidebird land subject to a first right of refusal for the Lease back to Tidebird of that part being the old Barrabool Flour Mills site being those parts of Certificates of Title Volume 10265 Folios 081 and 082 as are included in the PCRZ land for a term of 50 years for an appropriate historical re-development thereof approved by the Council at an annual rental of \$1.00; and
- (b) in the case of that part of the said "PCRZ" land as is part of the McCann land subject to a Lease back to McCanns (or their nominee) for the purpose of running stock or growing crops until a Certificate of Compliance is issued for residential subdivision of the abutting land to be zoned R1Z at an annual rental of \$1.00 and in the case of the McCanns running stock, subject to McCanns erecting a stock proof fence along the top of the bank of the Barwon River or at such other location as is agreed to by the Council to prevent such stock accessing the riverside vegetation during that lease.

AM306814Y

06/11/2015 \$139.70 173



2.2.3 **Local Public Open Space**

- (a) The Owner will develop the said land hereinbefore referred to as Local Public Open Space as properly defined by survey ("Local POS land") generally in accordance with the design of the open space areas along the gullies as required by the Environmental Management Plan required by the relevant Schedule to the Development Plan Overlay including without limitation paths, landscaping, playgrounds etc at no cost to the Council to the satisfaction of the Council within twelve calendar months after the issue of a statement of compliance for any abutting stage of any residential plan of (or such extension of that time approved

by Council to cover weather and other contingencies) save for the basic landforming thereof which will be completed prior to the issue of such Statement of Compliance, or at such other time as is from time to time agreed between the Council and the respective owners; and

- (b) the Owner will transfer the Local POS land to the Council at no cost to the Council on the completion of those works to the satisfaction of the Council.
- (c) the Owner will maintain the improvements and landscape works on the Local POS land for two calendar years after the transfer of the Local POS land to the Council at no cost to the Council.
- (d) The Owner will carry out the eradication of all noxious weeds from the said Local POS land prior to the said land vesting in the Council.

2.2.4 **Filled land.**

- (a) The Owner will cause the filled land south of Orana Road as properly defined by survey (the "filled land") to be transferred to Council upon completion of works to rectify the stability of the filling thereon to the satisfaction of the Council in accordance with the Environmental Management Plan.
- (b) The Owner will at its own expense cause a competent consultant to assess the stability of the said filling and prescribe the works required to stabilise it and prevent future environmental damage from erosion and the Owners will cause those works to be done to the satisfaction of Council within the 12 calendar months following the issue of a Statement of Compliance for any abutting stage of any residential plan of subdivision. The owners will maintain the stability of the said filling to the satisfaction of Council from the date the works are completed to the date which is three years after the Gazettal Date.
- (c) After transfer of the said filled land to the Council, the Council agrees that it will not be used or developed other than for a minor sports ground, public park or public recreation area.

2.3 **Community and Education facilities**

2.3.1 **Community activity centre.**

The land designated "*Land for Community Facility (0.5 ha)*" on the Development Plan will be transferred to the Council or

AM306814Y

06/11/2015 \$139.70 173



as the Council shall direct upon payment to the Owner of one half of the value thereof as determined by a properly qualified licensed valuer at the date of such transfer or upon such other terms as shall be agreed between the respective owners and the Council prior to the said transfer.

2.3.2 Education provision.

The land designated "*Education Provision (3.5 HA)*" on the Development Plan will not be used for any other purpose until either a school is constructed thereon or the land is re-zoned.

2.4 Traffic Management Works

2.4.1 Near site works

The Owner will cause the following "Near Site Works" to be constructed at no expense to the Council by competent contractors in accordance with Council approved specifications to the satisfaction of the Council (and in the case of the Barrabool Road/Grantham Way intersection referred to in sub-clause 2.4.1.3 hereof in accordance with VicRoads approved specifications) , and in all cases where practicable, incorporating the sight distances on all approaches as specified in the relevant AUSTROADS Guide to Traffic Engineering Practice Part 5 - Intersections At Grade.

2.4.1.1 Scenic Road/Leigh Road intersection – widening turning lanes in accordance with GTA Consultants drawing no. V1940-02 issue P2, dated 12/2/02.

2.4.1.2 Scenic Road/The Ridge intersection - construction of a roundabout and approaches in accordance with GTA Consultants drawing no. V1940-03 issue P2, dated 12/2/02.

2.4.1.3 Barrabool Road/ Grantham Way intersection – provision of a roundabout and approaches generally in accordance with drawings provided to the Council by Peter Berry & Associates Engineers ("Berry") to a design and specification to be agreed to between Council and Berry.

2.4.1.4 Scenic Road/Highett Road intersection – marking to delineate a right turn lane (and widening if necessary) in accordance with GTA Consultants drawing no. V1940-04 issue P1, dated 17/12/01, but it is hereby acknowledged that these works are no longer required because Council has caused a roundabout to be constructed so that the

AM306814Y

06/11/2015 \$139.70 173



AM306814Y

06/11/2015

\$139.70

173



owner will contribute to the Council in accordance with the proviso to this clause 2.4.1 the cost of those superseded works (which was estimated at \$6,000.00 at the time of design) at the then current estimated cost at the time of payment of that contribution which will be paid when the works set out in sub-clause 2.4.1.5 are being carried out by the owners.

2.4.1.5 Highett Road (between Old Flour Mill Road and Scenic Road) provide indented parking on both sides of the road and construct footpaths on one side.

2.4.1.6 Leigh Road - If the possible school (the possible site for which is designated "Education Provisions" on the Development Plan) is erected, to provide indented carparking along the school frontage to the satisfaction of Council at no cost to the Council prior to the said school commencing operations.

2.4.1.7 Old Flour Mill Road – All necessary construction or upgrading of the section including and between its Highett Road intersection and the intersection of Tara Valley Lane

These Near Site Works will be carried out at the appropriate time as directed by the Council so that the works are completed and available for use as and when they are required by the use of the subject land to be serviced by them.

PROVIDED ALWAYS THAT if any of the above works are no longer required because Council has done or determines to do other works to any of those intersections the Owner will contribute to Council the then estimated costs of the works hereinbefore set out, towards the cost of those other works, such contribution to be made when the owners are carrying out other works to the roads specified above.

2.4.2 Off site/remote traffic management works

The Council will cause the following "off-site/remote traffic management works" to be constructed by competitive tender by competent contractors in accordance with Council/VicRoads approved specifications and the Owners will contribute to the cost of each of the said works the percentage set out in the relevant paragraph, or if a specific amount of contribution is set out, that amount

AM306814Y

06/11/2015 \$139.70 173



- 2.4.2.1 Scenic Road/Barrabool Road intersection – a contribution of \$57,154.00.
- 2.4.2.2 Barrabool Road/North Valley Road intersection – works to increase capacity of roundabout and approaches or to convert intersection to traffic signals (as determined by the Council/VicRoads approved specifications hereinbefore referred to). Owners percentage contribution 10%, current agreed estimate of total costs \$180,000.00
- 2.4.2.3 Queens Bridge – installation of traffic signals, Owners percentage contribution 28%, current agreed estimate of total costs \$100,000.00
- 2.4.2.4 Mt. Pleasant Road – traffic calming and streetscape treatment all in accordance with the approved specifications. Owners percentage contribution 32%, current agreed estimate of total costs \$300,000.00.

PROVIDED ALWAYS THAT if contributions are or have been made to any of the respective works set out above from sources not taken into account when calculating the percentage to be contributed by the Owner (“extra contributions”) the current agreed estimate of total costs for those works will be reduced by the extra contribution.

- 2.4.3 The Owner will pay their contribution to the off-site/remote traffic management works by an instalment of \$500.00 per lot sold to be paid to a specific trust fund (the “Trust Fund”) upon settlement of the sale of each lot sold until the Owner has contributed the whole of the Owner contribution to the off-site remote traffic management works as determined by the application of the said percentages to the current agreed estimates of total costs (reduced by any extra contributions) set out above, adjusted annually on the anniversary of the Gazettal Date by the percentage change in the “All Groups” Consumer Price Index (Melbourne) published by the Australian Bureau of Statistics from the Gazettal Date to the last quarter next preceding each anniversary of the Gazettal Date for which the said Index is published and the sum of money so calculated for each of the said works as at the date tenders are let for them or as at the date the Owner pays its contribution (whichever is the earlier) shall be the maximum amount that the Owner will be required to contribute for each such work, (the “Capped Contribution”)

- 2.4.4 If the respective percentage of the tender price accepted for any of the said works (after deduction of any extra contributions) is less than the Capped Contribution for those works, the Owner's contribution will not exceed that percentage of the accepted tender price (less the extra contributions)
- 2.4.5 After 31 December 2010 (the "trigger date" by which it is calculated that traffic generated by occupants of the subject land will justify construction of the said off site/remote traffic management works), if the Council has accepted tenders for any such works and the Council has contributed its proportion of the cost of such works the Council may draw on the Trust Fund for the Owner's contribution to those works but only for payment to the contractor for the works as and when due or for reimbursement to the Council if the Council has advanced the Owner's contribution and paid the contractor.
- 2.4.6 If the Council lets tenders for any part of the said works prior to the trigger date, and there are sufficient moneys in the Trust Fund, the Council may draw on the Trust Fund, to pay to the Contractor as payments become due, the Owner's contribution, but in that case the Owner's Capped Contribution shall be discounted by 8% per annum compounded for the period from the date of such payment to the trigger date so that the amount of the owner's discounted Capped Contribution will be the percentage of the capped costs shown in the following table;

AM306814Y

06/11/2015 \$139.70 173



SCHEDULE OF DISCOUNTED CAPPED CONTRIBUTIONS.

Year of Acceptance of tender	Owner's discounted Capped Contribution. shown as a % of the "Capped Contribution"
2002	54%
2003	58%
2004	63%
2005	68%
2006	74%
2007	79%
2008	86%
2009	93%
2010	100%

(8% compounding discount per year backwards
from 2010)

AM306814Y

06/11/2015 \$139.70 173



2.4.7 If the Council lets tenders for any part of the said works prior to the trigger date and there are not then sufficient moneys in the Trust Fund to meet the owner's discounted Capped Contribution, the Council will advance any shortfall on behalf of the owner and the Council may withdraw that amount as and when funds are available in the Trust Fund together with the actual cost incurred by the Council in advancing the owner's discounted cash contribution for the period between the advance and its payment by the owner.

2.4.8 In the case of the Mt. Pleasant road works described in 2.4.2.4 above, the owner will provide funds of \$10,000.00 to the Council to have a Local Area Traffic Management study carried out within 24 months of the Gazettal Date upon the Council commissioning the study. The owner will receive a credit of \$10,000.00 against the owner's contribution to the said works described in 2.4.2.4 calculated in accordance with the foregoing save that the owner's discounted Capped Contribution will be the percentage of the capped costs shown in the following table to recognise the fact that the works may be required by 31 December 2005.

SCHEDULE OF DISCOUNTED CAPPED CONTRIBUTIONS.

Year of Acceptance of tender	Owner's discounted Capped Contribution. shown as a % of the "Capped Contribution"
2002	79%
2003	86%
2004	93%
2005	100%
	(8% compounding discount per year backward from 2005)

2.4.9 If at any time after the trigger date or in the case of contributions for the Mt. Pleasant road works described in 2.4.2.4 above, 31 December 2005 there is insufficient money in the Trust Fund to make a payment then due or to reimburse Council for payments advanced by Council on behalf of the Owner, the Owner will, within 30 days of demand by the Council, contribute sufficient moneys to the trust fund to enable the payment to be made.

2.4.10 The trust fund will be held by a solicitor on trust in an interest bearing deposit to be applied to the said works as and when the Owner's

AM306814Y

06/11/2015 \$139.70 173



contribution is due to be paid hereunder until the whole of the Owner's contribution has been paid or until 31 December 2016 (whichever is the earlier) (the "sunset date") and upon the sunset date any funds remaining in the trust fund not required for the Owner's contribution to any works then in progress will be distributed to the Owner in such proportions as they shall agree between themselves and the Owners will have no further obligation hereunder to contribute moneys to the said off site/remote traffic management works.

2.4.11 The said solicitor will hold the said trust fund upon trust to allow it only to be drawn upon for payment of the Owner's contribution to the off site/remote traffic management works as hereinbefore provided and to distribute the balance if any remaining therein on the sunset date in accordance herewith, but with power in the interim to invest the same with a Responsible Entity licensed under the Commonwealth Managed Investments Act to invest trust funds.

2.5 Streetscape

The Owner will provide land for tree reserves adjacent to Barrabool Road and Scenic Road where indicated on the Development Plan and will develop the plantations thereon in accordance with Council's reasonable requirements at no cost to the Council before issue of a Compliance Certificate (Statement of Compliance) for any stage of a Residential Plan of Subdivision abutting the said tree reserves.

2.6 Stormwater drainage

2.6.1 The Owner will construct and develop the internal drainage and stormwater quality treatment works specified in the Drainage Master Plan at such times and in such sequence as will ensure that stormwater drainage is treated and discharged through appropriate stormwater quality treatment works into the Barwon River at the specified quality as and when the stormwater drainage comes on stream from the staged residential development.

2.6.2 Notwithstanding the limitation of maintenance on the improvements and landscape works on the Local POS land in clause 2.2.3(c) to two years the owner will maintain the wetlands and retarding basins and drainage systems and the vegetation thereon for a period of three years from the transfer thereof to the Council.

2.7 Unused Roads.

As soon as is practicable after the Gazettal of Amendment C35 the Council will use its best endeavours to assist the respective owners who own the land adjoining the unused roads to obtain title to the unused roads.

2.8 Reticulated water supply.

- (a) The Owner will service the development of the subject land with reticulated water supply (including from the Highton high level system) to the satisfaction of Barwon Water.
- (b) The Owner has entered into an appropriate legal agreement with Barwon Water for servicing the development of that part of the subject land below the 136 metre contour with reticulated water supply to the satisfaction of Barwon Water. A copy of that agreement is annexed hereto.
- (c) McCann, as the owner of that part of the subject land that is above the 136 metre contour, hereby agrees not to lodge a planning permit application and the Council undertakes not to issue a planning permit for the development of that part of the subject land until Barwon Water confirms in writing that arrangements for the servicing of that land with reticulated water acceptable to Barwon Water are in place.
- (d) The Council will not be obliged to issue a Certificate of Compliance for any plan of subdivision or stage thereof until Barwon Water advises the Council that it is satisfied with the provision of reticulated water and/or requirements of the relevant legal agreement have been met for that subdivision or stage.
- (e) Any land and/or encumbrances deemed necessary for the provision of water supply infrastructure to the subject land shall be provided at no cost to Barwon Water. This may include any required easements and reserves (to be vested in Barwon Water) that are located outside the land subject to the proposed amended C35.
- (f) Any works and services deemed necessary for the development by Barwon Water will be funded by the Owner.

AM306814Y

06/11/2015 \$139.70 173



2.9 Reticulated sewerage

- (a) The Owner will service the development of the subject land with reticulated sewerage service to the satisfaction of Barwon Water.
- (b) The Owner will enter into an appropriate legal agreement with Barwon Water which will require the Owner to service the development of the subject land with reticulated sewerage to the

AM306814Y

06/11/2015

\$139.70

173



satisfaction of Barwon Water including such pumping stations and rising/pressure gravity mains as are required by Barwon Water to connect sewerage services from the development to the existing pump station in Thornhill Road, including without limitation such temporary connections to the existing system as are agreed to by Barwon Water to allow a development prior to installation of the permanent infrastructure.

- (c) The Council will not be obliged to issue a Certificate of Compliance for any plan of subdivision or stage thereof prior to Barwon Water advising the Council that Barwon Water is satisfied with the provision of sewerage services to that plan of subdivision or stage (whether temporary or permanent). Any land and/or encumbrances deemed necessary for the provision of infrastructure to the subject area shall be provided at no cost to Barwon Water. This may include any required easements and reserves (to be vested in Barwon Water) that are located outside of the area subject to this re-zoning application.

Any works and services deemed necessary for the provision of reticulated sewerage to the development by Barwon Water will be funded by the Owner.

- 2.10 **Litoria Raniformus** (also known as the "Growling Grass Frog" and the "Southern Bell Frog" and the "Warty Bell Frog").

During the construction of the infrastructure development which affects the frog habitat, in accordance with the Environmental Management Plan, the Owners will fund the research of the habitat requirements of *Litoria Raniformus* as an input to the planning and design of an enhanced habitat for the frog population within the Open Space network. They will also fund a monitoring program to ascertain numbers during the construction of the infrastructure for the development. This funding is limited to a maximum of \$5,000.00. The research and monitoring are to be to the satisfaction of Council.

2.11 **Taylor land.**

- 2.11 (a) The owner will provide public access through and along the Public Open Space west of and outside the Taylor western boundary by way of walking/cycling paths.
- 2.11 (b) The owner will provide such access across the closed portion of Orana Road past the southern boundary of the Taylor land.
- 2.11.(c) Subject to the Taylors' approval of the sediment and flotsam and jetsam removal infrastructure hereinafter referred to, the drainage

AM306814Y

06/11/2015 \$139.70 173



of the gully through the Taylor land will be provided by way of a drainage easement through their property and their existing dam in favour of the City of Greater Geelong subject to the City of Greater Geelong assuming liability for future maintenance of the physical drainage works on the Taylor land save for the dam itself.

- 2.11.(d) The owner will investigate the best practice infrastructure and subject to cost and feasibility will construct suitable infrastructure for removal of sediment and flotsam and jetsam from the drainage water which will pass through the easement, such infrastructure to be constructed south of or in the closed portion of Orana Road at no expense to the Taylors.
- 2.11.(e) If the Taylors agree to a south west cut off corner on their property being added to Public Open Space now, subject to the extent and feasibility of the earthworks required by the Taylors the owners will carry out earthworks on the Taylor land and will clear the existing silt from the dam thereon in part compensation for the Taylors' donation of that additional Public Open Space.
- 2.11.(f) If the Taylors donate that Public Open Space the Council agrees that in any further development of the Taylor land requiring a Public Open Space contribution, the contribution of the cut off corner will be a credit to the Taylors against such contribution.
- 2.11.(g) Subject to the Taylors' approval of the species and landscaping the owners will carry out planting and landscaping in that part of the gully where it passes through the Taylor land to render it compatible with the landscaping and planting of the rest of the Public Open Space land passing through the whole of that gully.
- 2.11 (h) For the purpose of this clause, the "Taylors" means Dr. Rod Taylor and Mrs Helen Taylor and the "Taylor land" means the two hectares at the present termination of Orana Road on the north side owned and occupied by the Taylors.
- 2.11 (i) If the agreements foreshadowed in clause 2.11 (c), 2.11 (e), 2.11(f) and 2.11 (g) are not made by the time that the drainage that will pass through the Taylor dam subject to those agreements is required to come on stream, the owners will construct infrastructure to the satisfaction of Council that can dispose of that part of the drainage which exceeds the existing quantity going into the Taylor dam, without accessing the Taylor land.

3. If the Council permits or authorises any person who is not a party to this Agreement to utilise any of the infrastructure developed or paid for by the Owner for the purposes of development or use of land that is not and has not been owned by the Owner or any of them, the Council in consultation with the Owner will use its best endeavours to obtain from the developers of such land a fair contribution to the cost of such infrastructure and will pay that contribution to the Owner or set it off against further contributions required from the Owner PROVIDED ALWAYS THAT this condition does not apply to the use of such infrastructure that is open to the public.

4. GST

- 4.1 For the purpose of this agreement "GST" means a tax imposed under A New Tax System (Goods and Services Tax) Act 1999 ("the GST Act")
- 4.2 It is hereby agreed that unless any consideration passing hereunder is stated to be inclusive of GST all considerations payable hereunder are GST exclusive.
- 4.3 The parties hereto hereby agree that this agreement is entered into in the belief that GST does not apply to any supplies made by one party to the other hereunder because of exemption by the determination of the Minister under s.81-5 of the GST Act or because of the provisions of Division 82 of the GST Act.
- 4.4 Notwithstanding that, it is hereby agreed that should any party hereunder become liable for GST in respect to any supply made hereunder then the other party will recoup to the party liable to pay the tax the amount of the tax paid on that supply subject to receipt by the recouping party of a tax invoice from the supplier.
5. Nothing in this Agreement shall affect or abrogate the obligations of any party imposed by the provisions of the Act or the Scheme in relation to the making of any application for a planning permit, its consideration or the determination of the application.
6. The Owner shall not sell, transfer, dispose, assign, mortgage or otherwise part with possession of that part of the subject land retained by it without first disclosing to its successor or mortgagee the existence of this Agreement.
7. The Owner warrants and covenants in relation to the subject land that:-
- 7(a) upon closure of the unused roads and acquisition thereof by the adjoining owner(s) the Owner will collectively be the registered proprietor thereof (save for the Taylors land which is not part of the subject land).

AM306814Y

06/11/2015 \$139.70 173



AM306814Y

06/11/2015 \$139.70 173



- 7(b) to the Owner's knowledge there are no mortgages, liens, charges, easements or other encumbrances or any rights in any other person affecting the subject land not disclosed by the usual searches and enquiries;
- 7(c) to the Owner's knowledge neither the subject land nor any part thereof is subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the Transfer of Land Act 1958; and
- 7(d) the Owner has not granted any option or entered into any Contract of Sale or Lease in regard to the subject land or any part thereof which option, Contract or Lease is still subsisting save for any internal agreement between constituent members of each of the owners.
8. The parties agree that this Agreement may be registered pursuant to Section 181 of the Act on the Application of the Council and that a Memorandum of this Agreement may be entered on the Certificates of Title to all of the subject land and that the obligations imposed herein on the Owner shall run with the land until ended in accordance with this Agreement or the Act and shall bind any successor in title to the Owner other than the Council notwithstanding that the land affected by this Agreement may be in separate ownerships.
9. This Agreement shall come into effect on the Gazettal Date of the amendment and shall continue in operation until ended pursuant hereto or pursuant to Section 177(2) of the Act (including any statutory amendment, modification or re-enactment thereof). The Council may make application to register this Agreement under Section 181 of the Act at any time after it has been executed, but if so requested by the Owner, the Council will apply to the Registrar of Titles to cancel the registration of the Agreement if the amendment is abandoned or revoked
10. This Agreement will continue to bind all parties and the land until the Council issues a Compliance Certificate for each residential plan of subdivision or stage thereof in the development of the subject land whereupon this agreement will end as to the residential allotments contained in that subdivision or stage (excluding any "balance lot" which will be further subdivided) and the Council will provide to the relevant Owner a notice pursuant to Section 183(1) as to the ending of this Agreement in relation to the said lots therein contained with the relevant Compliance Certificate subject to the said notice being provided to the Council at no expense to the Council.
11. Each of the parties hereto shall respectively sign and execute all such further documents and deeds and do all such acts, matters and things as any other party shall reasonably require for better effectuating this Agreement.
12. The Owner shall within 14 days of written demand after the Amendment has been

SIGNED SEALED and DELIVERED by the said
J.J. HEATH in the presence of:

Witness *J.J. Heath*
E.M. Douglas

J.J. Heath
E.M. Douglas

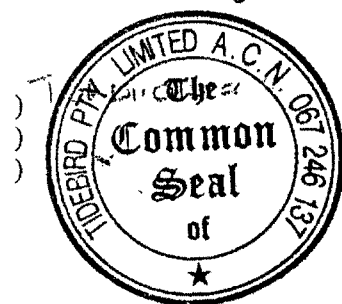
SIGNED SEALED and DELIVERED by the said
E.M. DOUGLAS in the presence of:

Witness *J.J. Heath*

E.M. Douglas
E.M. Douglas

THE COMMON SEAL of TIDEBIRD PTY LTD
(ACN 067 246 137) was hereunto affixed
in the presence of:

[Signature] Director
[Signature] Secretary

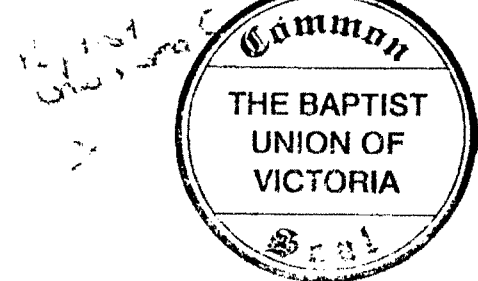


The Common Seal of the BAPTIST UNION
of VICTORIA was hereunto affixed by
authority of a resolution of a majority
of the members of its Executive Council
in the presence of:

[Signature] Secretary

[Signature]
Member of Executive Council.

[Signature]
Member of Executive Council.

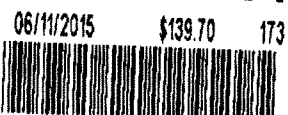


The COMMON SEAL of GREATER GEELONG
CITY COUNCIL was affixed hereto in the
presence of:-

[Signature] Mayor
[Signature] Chief Executive Officer



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06/11/2015 \$139.70 173



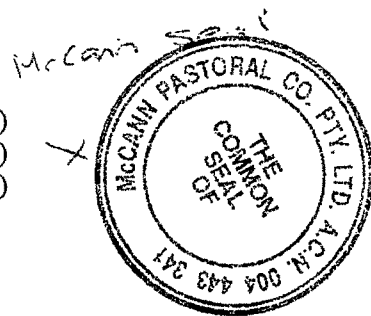
adopted and gazetted and this agreement has been executed , pay to the Council the Council's reasonable legal costs and expenses (as between Solicitor and Client) of and incidental to this Agreement. To the extent that any costs and expenses constitute legal professional costs the Council may have them assessed by the Law Institute of Victoria Costing Service and in that event the parties shall be bound by the amount of such assessment with any fee for obtaining such assessment being borne equally by the Owner and the Council. Such costs payable by the Owner shall include the costs and disbursements associated with the registration of this Agreement on the said titles to the subject land.

13. The Council reserves unto itself in full its rights, obligations and discretions under the Act with respect to the aforesaid Planning Scheme amendment and the Liquor Control Act with respect to any Application for a Licence under that Act and neither by this Agreement or otherwise, gives to the Owner any agreement undertaking warranty or guarantee that the said Ordinance shall be amended nor that the said Planning Scheme amendment shall be adopted by the Council nor that they shall be approved by the Minister (with or without change or conditions) under Section 35 of the Act or in any other respect whatsoever.
14. The expressions "the Owner" and "the Council" herein contained shall mean and include the Owner, the Council, and their respective successors, assigns and transferees of land subject to this agreement.

IN WITNESS whereof the parties have hereunto set their hands and seals as a Deed the day and year first hereinbefore written.

THE COMMON SEAL of **McCANN PASTORAL COMPANY PTY. LTD.** (ABN 8700 444 3341) was hereunto affixed in the presence of:

[Signature] Director
X S.D. McCann Secretary



SIGNED SEALED and DELIVERED by the said **W.S. McCANN** in the presence of:

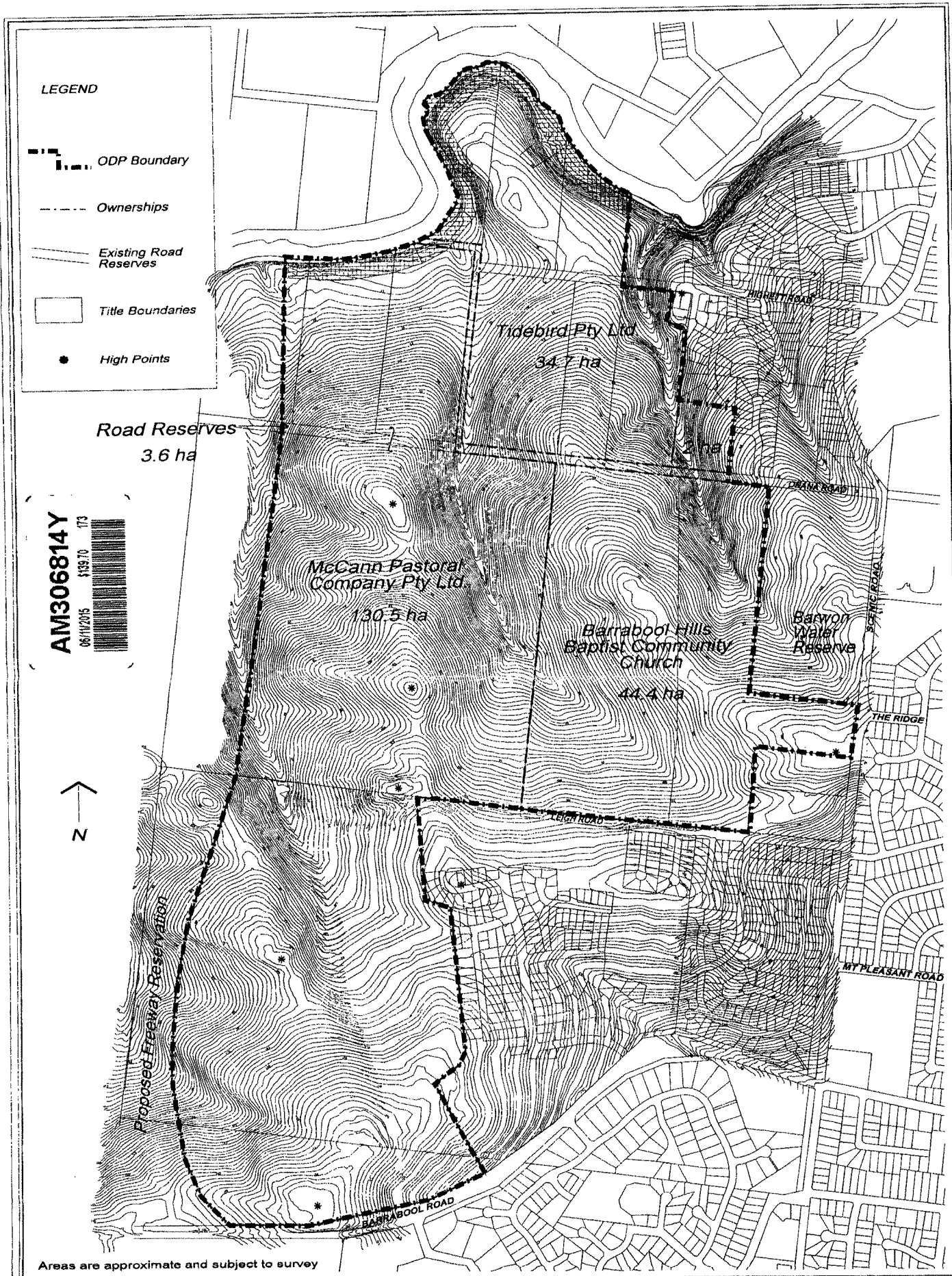
W.S. McCann
X S.D. McCann

) *Bill McCann*
) *[Signature]*


SIGNED SEALED and DELIVERED by the said **G.D. McCANN** in the presence of:

W.S. McCann
X S.D. McCann

) *G.D. McCann*
) *X S.D. McCann*



Areas are approximate and subject to survey

REV. DATE AMENDMENT	DRAWING ISSUED: 15/8/01 INFORMATION APPROVAL TENDER CONSTRUCTION	 KLM Gerner Consulting Group ACN 068 331 016	IN ASSOCIATION WITH VAUTIER ELJORN PTY LTD GTA CONSULTANTS GRANT ST QUENTIN SURVEYORS PETER BERRY & ASSOC.	PROJECT: WANDANA STRUCTURE PLAN AREA	DRAWING: THE LAND	DRAWN BY: JD 15/8/01 CAD FILE: 1037/2015-001.DGN SCALE: 0 50 100 200m DRAWING No: 2015-001 REVISION: A
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Property Clearance Certificate

Land Tax



BANNIK HOLDINGS PTY LTD VIA DYE & DURHAM
PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 88088187:129424943
Certificate No: 91404079
Issue Date: 05 JUN 2025
Enquiries: ESYSPROD

Land Address: 15 CLIFFORD STREET HIGHTON VIC 3216

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44194461	461	707417	11897	939	\$0.00

Vendor: MERNA SUMMERS
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS MERNA GRACE SUMMERS	2025	\$400,000	\$0.00	\$0.00

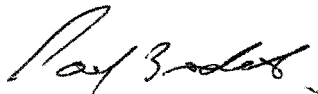
Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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):	\$775,000
SITE VALUE (SV):	\$400,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 91404079

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,650.00

Taxable Value = \$400,000

Calculated as \$1,350 plus (\$400,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,750.00

Taxable Value = \$775,000

Calculated as \$775,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 91404079

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: 91404079

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



BANNIK HOLDINGS PTY LTD VIA DYE & DURHAM PROPERTY PTY LTD

Your Reference: 88088187:129424943

LEVEL 20, 535 BOURKE STREET

Certificate No: 91404079

MELBOURNE VIC 3000

Issue Date: 05 JUN 2025

Enquires: ESYSPROD

Land Address: 15 CLIFFORD STREET HIGHTON VIC 3216

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44194461	461	707417	11897	939	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$775,000
SITE VALUE:	\$400,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91404079

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



BANNIK HOLDINGS PTY LTD VIA DYE & DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 88088187:129424943
Certificate No: 91404079
Issue Date: 05 JUN 2025

Land Address: 15 CLIFFORD STREET HIGHTON VIC 3216

Lot	Plan	Volume	Folio
461	707417	11897	939

Vendor: MERNA SUMMERS
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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 91404079

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></p> <p>Billers Code: 416073 Ref: 91404079</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></p> <p>Ref: 91404079</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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2024-25 RATES, VALUATION AND CHARGES NOTICE



ABN 18 374 210 672

All items are GST free.

3/8/24 Paid in full.



023-3216 (25732)

M G Summers
15 Clifford Street
HIGHTON VIC 3216

Re 5/15064

RATE NO. **925121**

PROPERTY 15 Clifford Street, HIGHTON VIC 3216
576m2 Lot 461 PS 707417

AVPCC 110 - Detached Dwelling

VALUATIONS	Site: land only	\$400,000
	Capital improved: land + building + improvements	\$775,000
	Net annual:	\$38,750

RATES AND CHARGES	Residential Rate 0.00201164 x \$775,000	\$1,559.00
	*Waste Management Charge	\$473.25
	Pension Concession	\$259.50cr
	Sub Total	\$1,772.75

FIRE SERVICES PROPERTY LEVY	Classification: Residential	
	Residential Variable 0.000087 x \$775,000	\$67.40
	Residential Fixed	\$132.00
	Pension Concession	\$50.00cr
	Sub Total	\$149.40

Total Due \$1,922.15

PAYMENT METHODS

ONLINE OR BY PHONE

Online: www.geelongaustralia.com.au/rates
Phone: **1300 858 058** Ref: **925121**

A payment processing fee of 0.25 per cent applies for payments by Visa and Mastercard.

BPAY

Billers Code: **17475**
Ref: **1000 0925 1216**

Payment via internet or phone banking, from your cheque or savings account, Visa and Mastercard. No processing fee applicable.

DIRECT DEBIT

Call 5272 5272 for an application form, or go to www.geelongaustralia.com.au

CENTREPAY

Go to servicesaustralia.gov.au/centrepay for more information.

IN PERSON

Pay at any Australia Post outlet or visit us at Wurriki Nyal 137-149 Mercer St, Geelong or Corio Shopping Centre Cnr Bacchus Marsh & Purnell Rde. or Drusedale 10 Wyndham St

ONE PAYMENT IN FULL

\$1,922.15

Due by
15 February 2025

or pay by instalment

To become an instalment payer you must pay your first instalment in full by 30 September 2024, otherwise your balance will be due on 15 February 2025.

FIRST INSTALMENT

\$480.65

Due by
30 September 2024

SECOND INSTALMENT

\$480.50

Due by 30 November 2024

THIRD INSTALMENT

\$480.50

Due by 28 February 2025

FOURTH INSTALMENT

\$480.50

Due by 31 May 2025

Rating Period	1 July 2024 to 30 June 2025
Declared	1 July 2024
Valuation Level	1 January 2024
Operative	1 July 2024
Issue Date	24 August 2024

Payments after 14 August 2024 may not appear on this notice.

*The Waste Management Charge includes an Environmental Protection Agency (EPA) levy estimated at \$67.24

Full payment

\$1,922.15



*877 9251216

Or First instalment

\$480.65



*877 9251216

Council Use



Tax Invoice/Statement

1300 656 007

www.barwonwater.vic.gov.au



689580-001 001467(5871) D023
M G Summers
15 Clifford St
HIGHTON, VIC 3216

Account number
69000001 00123855

Payment due
05 June 2025

Total amount due
\$ 172.85

Your concession of **\$90.72**
has been deducted

Your account summary

Service Address: 15 CLIFFORD ST HIGHTON 3216

Previous balance	\$247.97	DR
Payments/adjustments	\$247.97	CR
Your balance	\$0.00	
New charges	\$172.85	DR
Total	\$172.85	DR

Your average daily use in litres per day

May 25	329
Feb 25	615
Nov 24	337
Aug 24	430
Apr 24	610

Concession: Your government concession / pension rebate has been deducted from this bill. If you are no longer entitled to the concession, please contact us.

**We're here to help you
with your water bill**

If you're concerned about being able to pay your water bill, we offer extra support and flexibility to suit your situation. We have numerous customer support options available and can tailor an option to suit your individual needs.

For more information, please call us on 1300 656 007 between 8 am and 6 pm, Monday to Friday.

We'll put you in touch with a specialist who'll deal with your enquiry promptly and sensitively.

Geelong's water storages are at a six-year low.

There are simple things you can do to save water.

Keep your showers short

– Aim for 4 minutes

30% of water use happens in the shower.

Mulch your garden

Reduce water evaporation by up to 70%! 50% of household water use happens outdoors.

Check for leaks

10% of our region's water is lost in leaks. Take a photo of your water meter reading before you go to bed, then check your water meter again in the morning. If your meter has gone up while no-one was using water, you've got a leak!

Permanent water saving rules are in place.
Visit the Barwon Water website for details.



Installation Type: Residential House

Bill Details as at 06 MAY 2025		Value	GST	Price
WATER SERVICE CHARGE	1 APR 2025 to 30 JUN 2025	36.74	0.00	36.74
SEWERAGE SERVICE CHARGE	1 APR 2025 to 30 JUN 2025	158.94	0.00	158.94
WATER VOLUME	28 kL at \$2.4246	67.89	0.00	67.89
Less Victorian Government concession		90.72 CR	0.00	90.72 CR
Total		\$ 172.85	\$ 0.00	\$ 172.85
Balance brought forward				0.00
		Please pay		\$ 172.85

Reading Details

Meter No.	Current Read Date	Current Reading (kL)	Previous Read Date	Previous Reading (kL)	Consumption (kL)
1875259	01MAY25	01015	05FEB25	00987	28



Need help paying your bill?
Contact us to set up a payment plan and talk about grants, rebates and concessions.



Residential Tenants and Landlords
Tenants with separate meters pay water volume charges only.



Moving house?
Please let us know at least 2 days before you move in or out so we can arrange a meter reading and update your details.



Communication assistance
Hearing or speech impaired? Contact us via the National Relay Service on 13 36 77. We provide a free interpreter service. Contact the Translation and Interpreter Service on 13 14 50.



Servizio Interpreti **Služba za usluge tumačenja** **Услуге тумача**
Dolmetschdienst **Служба за преведување** **传译服务**

Contact Us

☎ 1300 656 007
Email info@barwonwater.vic.gov.au
General enquiries, billing and payment options
Mon - Fri, 9.00am - 5.00pm
Emergencies and faults
24 hours, 7 days

Payment Options



Direct Debit
To arrange a direct debit, please call or visit our website.



Billers Code: 585224 Contact your financial institution to pay from
Ref: 6900 0001 0012 3855 2 your cheque, savings or credit account.



Centrelink
Centrelink recipients can arrange automatic payments through Centrepay. Contact us for details.



By Cheque
Post the payment slip with your cheque payable to Barwon Water to:
PO Box 14206, Melbourne City MC VIC 8001. Please do not use staples or pins.



Billpay Code: 0803 • In person at any post office
Ref: 6900 0001 0012 3855 2 • Online at www.postbillpay.com.au
• Call 13 18 16 for credit card payments

Account number
69000001 00123855

Payment due
05 June 2025

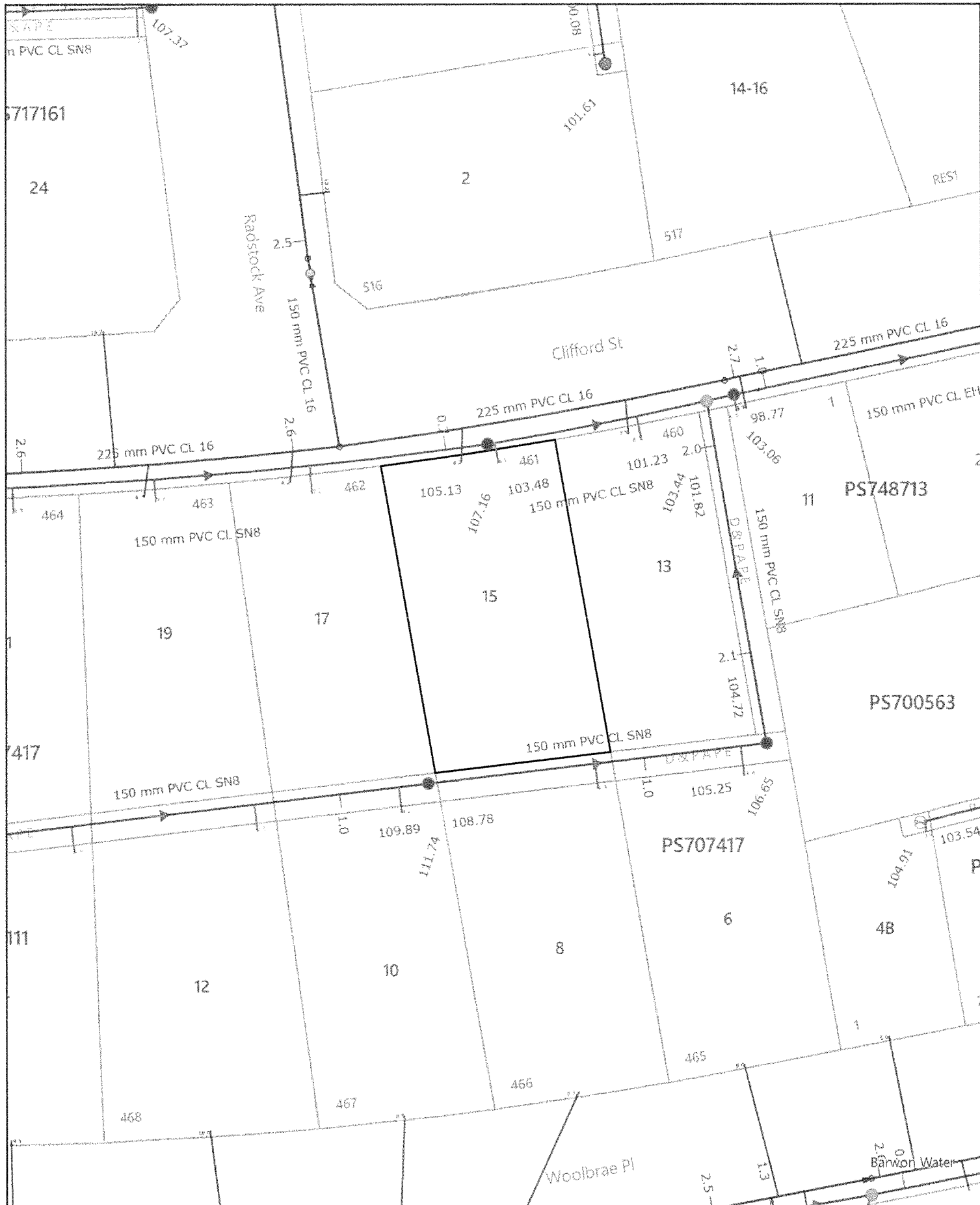
Total amount due
\$ 172.85

POST billpay



*803 69000001001238552 \$172.85 8

+00000069000001> +002579+ <0001238552> <0000017285> +444+



Barwon Water

Lot 461 15 CLIFFORD ST HIGHTON

Scale: 1:500

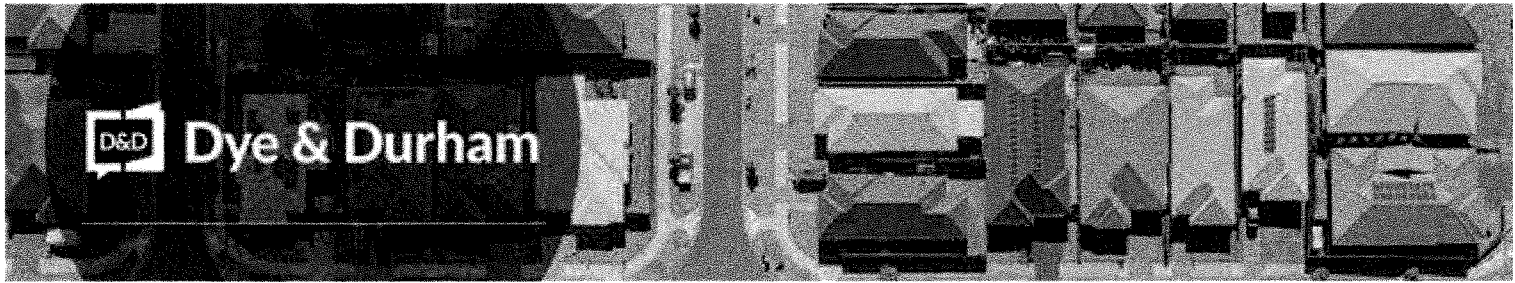
Created: 5/06/2025

Legend

Gravity Sewer	
Pressure Sewer	
Portable Water	
Recycled Water	



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



Planning Certificate



PROPERTY DETAILS

Property Address: 15 CLIFFORD STREET HIGHTON VIC 3216
Title Particulars: Vol 11897 Fol 939
Vendor: MERNA GRACE SUMMERS

Certificate No: 88088187

Date: 05/06/2025
Matter Ref: ASE/25/19326 Summers
Client: BANNIK HOLDINGS
PTY LTD



MUNICIPALITY

GREATER GEELONG



PLANNING SCHEME

GREATER GEELONG PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

GREATER GEELONG CITY COUNCIL / REFER TO RESPONSIBLE AUTHORITY INFORMATION PAGE



ZONES

GENERAL RESIDENTIAL ZONE - SCHEDULE 1



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

NOT APPLICABLE



APPLICABLE OVERLAYS

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 13

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 14

DEVELOPMENT PLAN OVERLAY - SCHEDULE 6

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**PROPOSED PLANNING SCHEME AMENDMENTS**

NOT APPLICABLE

**ADDITIONAL INFORMATION**

THE SUBJECT PROPERTY IS OUTSIDE THE URBAN GROWTH BOUNDARY

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

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GREATER GEELONG PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

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

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

This does not apply to:

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

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.



PLANNING ZONES MAP



ZONING

- GRZ1 - GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- PPRZ - PUBLIC PARK AND RECREATION ZONE

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

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 05 June 2025 12:01 PM

PROPERTY DETAILS

Address: **15 CLIFFORD STREET HIGHTON 3216**
Lot and Plan Number: **Lot 461 PS707417**
Standard Parcel Identifier (SPI): **461\PS707417**
Local Government Area (Council): **GREATER GEELONG**
Council Property Number: **368559**
Planning Scheme: **Greater Geelong**
Directory Reference: **Melway 450 H8**

www.geelongaustralia.com.au

[Planning Scheme - Greater Geelong](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **SOUTH BARWON**

OTHER

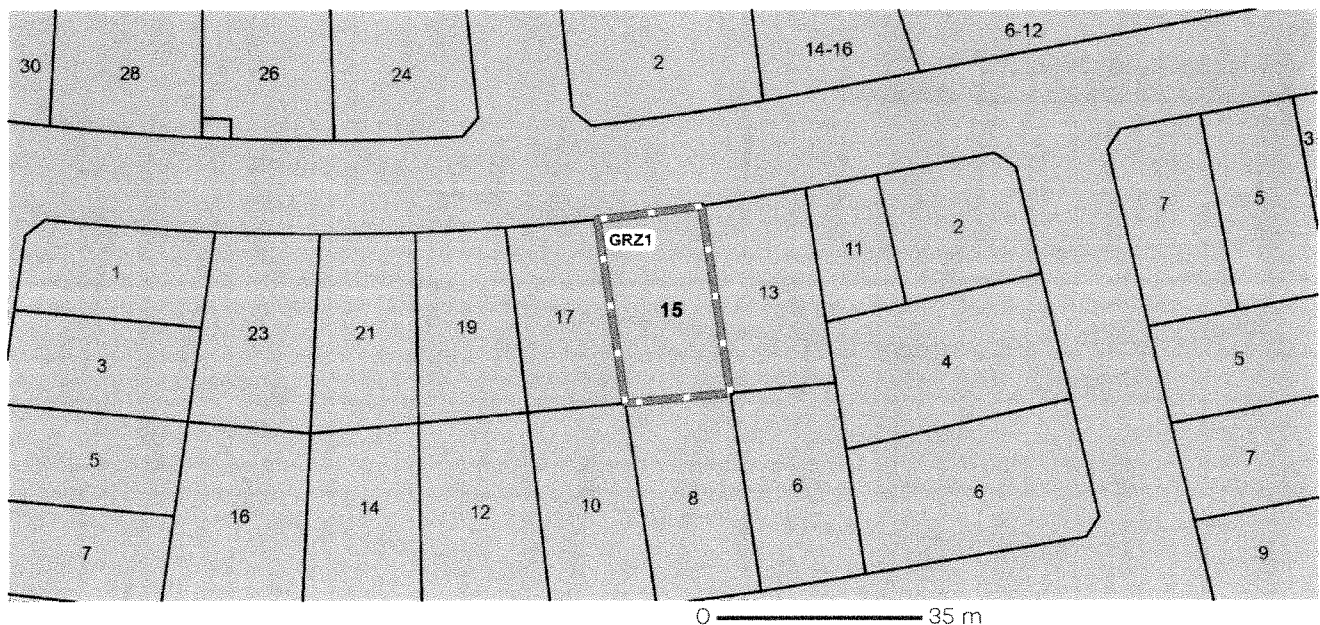
Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

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

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PLANNING PROPERTY REPORT: 15 CLIFFORD STREET HIGHTON 3216

Page 1 of 4

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 13 (DDO13)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 14 (DDO14)




 DDO - Design and Development Overlay

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 6 (DPO6)



 DPO - Development Plan Overlay

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

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PLANNING PROPERTY REPORT: 15 CLIFFORD STREET HIGHTON 3216

Page 2 of 4

Further Planning Information

Planning scheme data last updated on 05 June 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 property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

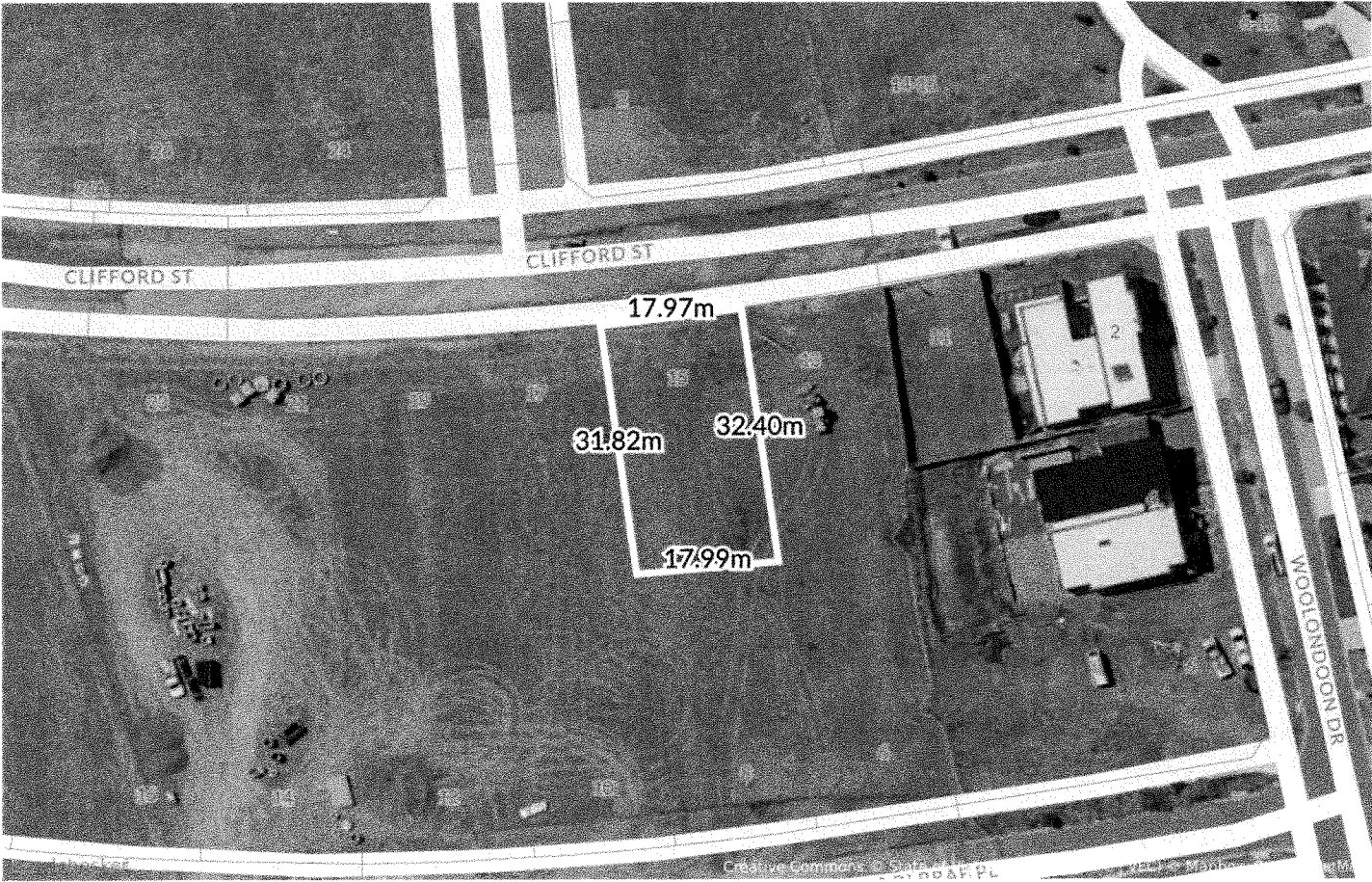
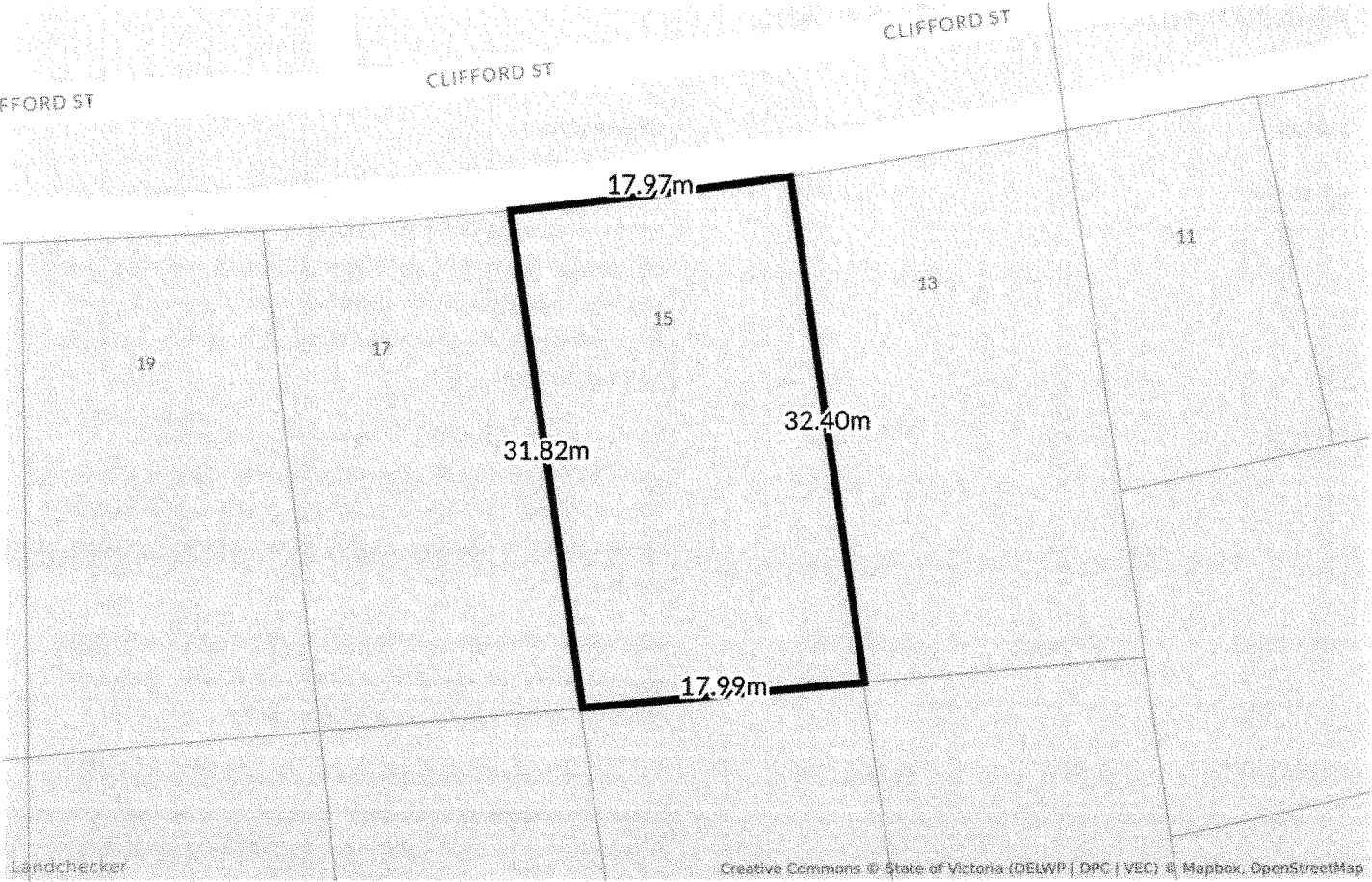
Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local 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 \(environment.vic.gov.au\)](#).

SITE DIMENSIONS

15 Clifford Street, Highton Vic 3216



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

15 Clifford Street, Highton Vic 3216

Status	Code	Date	Description
APPROVED	VC257	28/05/2025	Amendment VC257 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to introduce Clause 32.10 Housing Choice and Transport Zone (HCTZ) and Clause 43.06 Built Form Overlay (BFO) to support housing growth in and around activity centres and other well-serviced locations in line with Victorias Housing Statement, The Decade Ahead 2024-2034
APPROVED	VC266	28/05/2025	The amendment extends the timeframe for the temporary planning provisions that allow for the use and development of land for a Dependent persons unit (DPU) by one year to 28 March 2026. The amendment also updates the permit requirements for DPU proposals affected by particular overlays.
APPROVED	C475ggee	28/05/2025	Rezones part of the Gordon TAFE Geelong City campus at 2-6 Fenwick Street, Geelong, from Transport Zone 1 ? State Transport Infrastructure (TRZI) to Activity Centre Zone ? Schedule 1 (ACZI)
APPROVED	VC274	28/05/2025	Amendment VC274 introduces the Precinct Zone (PRZ) at Clause 37.10 to support housing and economic growth in priority precincts across Victoria in line with Victorias Housing Statement, The Decade Ahead 2024-2034 and the Victorian Governments vision for priority precincts, including Suburban Rail Loop precincts.
APPROVED	C466ggee	21/05/2025	Facilitates the use and development of land associated with the Little River Battery Energy Storage System (BESS), which comprises of a 770MWh BESS, subdivision of land and native vegetation removal, by applying the Specific Controls Overlay and inserting a new Incorporated Document titled Little River Battery Energy Storage System (BESS) (Department of Transport and Planning, March 2025).
APPROVED	C452ggee	14/05/2025	Corrects map and ordinance errors and anomalies and removes redundant provisions in the Greater Geelong Planning Scheme.
APPROVED	VC280	06/04/2025	Amendment VC280 introduces the Great Design Fast Track into the Victoria Planning Provisions and all planning schemes in Victoria. The Great Design Fast Track implements a new planning assessment pathway to facilitate the delivery of high-quality townhouse and apartment developments.
APPROVED	VC269	02/04/2025	The amendment makes changes to the VPP and all planning schemes to improve the operation of clause 53.24 Future Homes.
APPROVED	VC273	02/04/2025	Amendment VC273 makes changes to clause 52.20 to apply to housing development that are wholly or partly funded by the Victorian or Commonwealth governments.
APPROVED	VC237	02/04/2025	The Amendment changes the VPP and all planning schemes in Victoria by introducing a permit exemption for a remote sellers packaged liquor

Status	Code	Date	Description
			<p>licence under Clause 52.27, replacing references to EPAs Recommended Separation Distances for Industrial Residual Air Emissions document with the new Separation Distance Guideline and Landfill Buffer Guideline, replacing existing references to superseded state and regional waste and resource recovery plans with the new Victorian Recycling Infrastructure Plan, correcting typographical errors, updating formatting and ensuring language and references are accurate and up to date.</p>
APPROVED	VC276	01/04/2025	<p>Amendment VC276 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to amend all residential zone schedules and Neighbourhood Character Overlay schedules to implement the new residential development planning assessment provisions and correct technical errors resulting from Amendment VC267.</p>
APPROVED	VC263	19/03/2025	<p>The Amendment makes changes to state policy relating to special water supply catchments and water quality, as well as improving references to the Catchment and Land Protection Act 1994 and updating references to policy documents</p>
APPROVED	C397gee	12/03/2025	<p>Rezone surplus government land at 174 Colac Road, Highton, from Farming Zone to General Residential Zone (GRZ4), apply a Development Plan Overlay (DPO47), and modify Clause 16.01-1L-02 (Increased Housing Diversity Areas)</p>

PROPOSED PLANNING SCHEME AMENDMENTS

15 Clifford Street, Highton Vic 3216

Status	Code	Date	Description
PROPOSED	C432ggee	02/05/2025	Implements the South Geelong Urban Design Framework (April 2025) by introducing new planning policy for South Geelong at Clauses 11.03 and 16.01, rezoning land to Residential Growth Zone (RGZ), General Residential Zone (GRZ) and Mixed Use Zone (MUZ), applying two new Design and Development Overlays (DDO50 and DDO54) to Key Development Areas, applying a Heritage Overlay (HO) and Environmental Audit Overlay (EAO) to nominated properties, incorporating revised Heritage Design Guidelines and Statement of Significance for HO1641 City South Heritage Area, and making other associated changes to the Greater Geelong Planning Scheme.
PROPOSED	C465ggee	24/03/2025	The amendment rezones the land at 60-62 Morgan Street and the southeast portion of land at 43 The Boulevard, Norlane from Public Park and Recreation Zone (PPRZ) to a new Special Use Zone Schedule 18 (SUZ18), to facilitate the redevelopment of the land for the Wathaurong Aboriginal Cooperative (WAC) North Geelong Hub. The amendment also applies the Environmental Audit Overlay (EAO) to both sites. The draft planning permit seeks approval for the construction of the Wathaurong Aboriginal Cooperative hub and associated car parking at 60-62 Morgan Street, Norlane; development of a carpark in association with the Wathaurong Aboriginal Cooperative hub at 43 The Boulevard, Norlane; use of the land at 60-62 Morgan Street for a function centre; use and development of the land at 21 Birdwood Avenue Norlane for the purposes of a carpark in association with the Wathaurong Aboriginal Cooperative hub; reduction in car parking requirement; creation or alteration access to a road in a Transport Zone 2; and removal of native vegetation.
PROPOSED	C468ggee	12/03/2025	Identifies the South-West Geelong Investigation Area as a site for future investigation by introducing strategic directions in accordance with the recommendations of the South-West Employment Land Review (HillPDA, 2023) and by updating the incorporated document Armstrong Creek Urban Growth Plan Framework Plan, November 2008 (updated September 2012 and June 2015).
PROPOSED	C457ggee	26/02/2025	Implements the Highton Village Urban Design Framework (UDF) in the Greater Geelong Planning Scheme by rezoning two (2) Council car parks, the road reserves of Belle Vue Avenue, part of Taylor Court and the laneway east of Belle Vue Avenue, from General Residential Zone 4 to Commercial 1 Zone, inserting Clause 16.01-2L (Social and affordable housing), applying a new Schedule 52 to Clause 43.02 Design and Development Overlay and introducing the Highton Village January 2024 UDF as a Background Document.
PROPOSED	C278ggee	06/02/2025	Incorporates the Marshall Precinct Structure Plan (PSP), Development Contributions Plan and Native Vegetation Precinct Plan into the Greater Geelong Planning Scheme, applies the Urban Growth Zone Schedule 7

Status	Code	Date	Description
			(UGZ7) and Development Contributions Plan Overlay Schedule 10 (DCPO10) to all land within the precinct, applies an Environmental Audit Overlay (EAO) to potentially contaminated land, applies Design and Development Overlay Schedule 51 (DDO51) to 137 Barwarre Road, Marshall and makes other changes to the planning scheme to implement the directions of the PSP.
PROPOSED	C387ggee	20/12/2024	Rezones land within the Jetty Road Urban Growth Area Stage 2. Curlewis from Farming Zone and Rural Living Zone to General Residential Zone (Schedule 1), applies Development Plan Overlay (Schedule 46) and Development Contributions Plan Overlay (Schedule 9) to the land and also applies the Environmental Audit Overlay to several parcels within the growth area. The Schedule to Clause 53.01 Public Open Space Contribution and Subdivision is amended and the Jetty Road Urban Growth Area (Stage 2) Development Contributions Plan is incorporated into the Greater Geelong Planning Scheme.



GRZ1 - General Residential Zone - Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To encourage development that is responsive to the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

VPP 32.08 General Residential Zone

None specified.

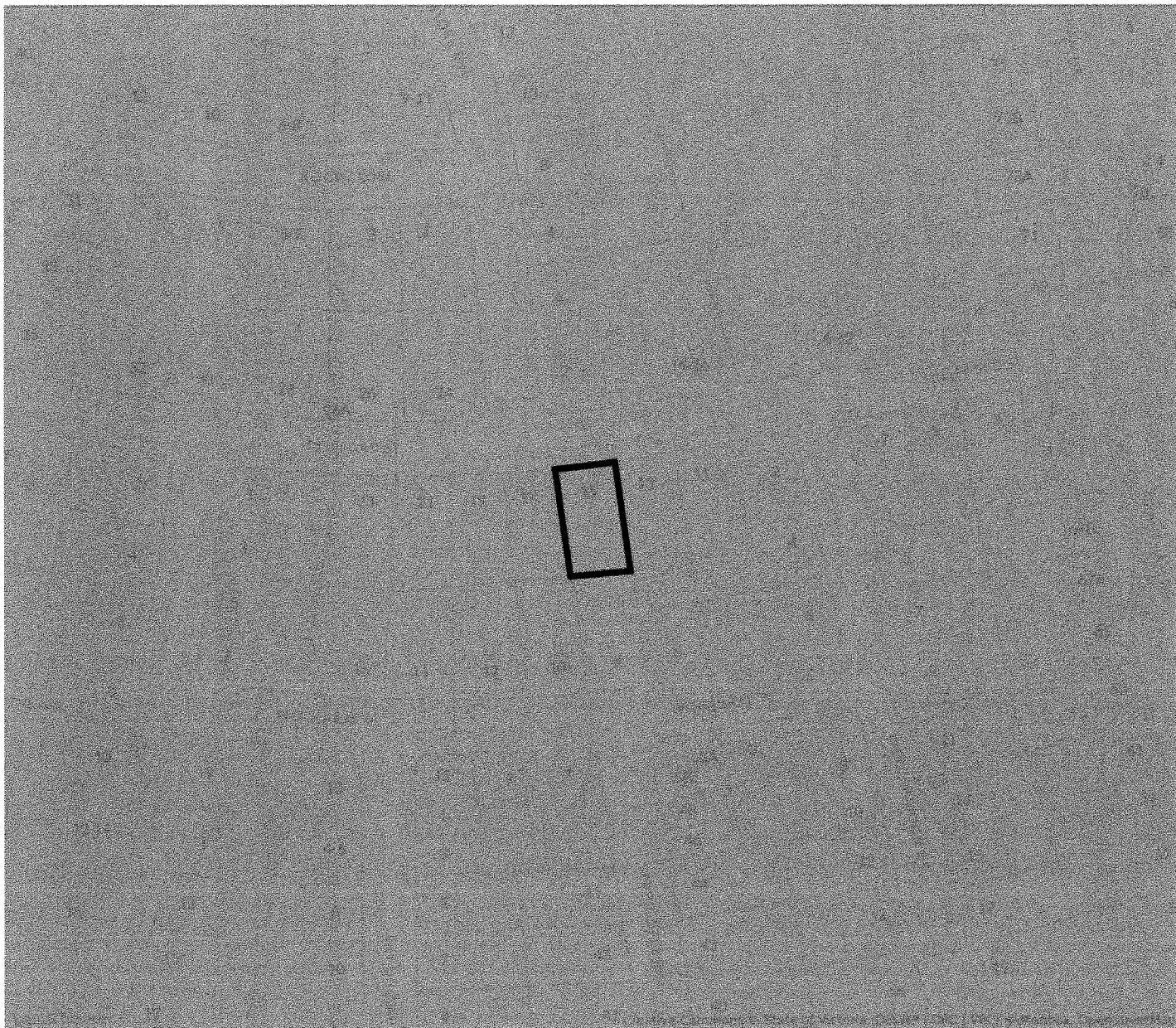
LPP 32.08 Schedule 1 To Clause 32.08 General Residential Zone

For confirmation and detailed advice about this planning zone, please contact GREATER GEELONG council on 03 5272 4456.

Other nearby planning zones

PPRZ - Public Park And Recreation Zone

TRZ2 - Transport Zone



■ DDO13 – Design And Development Overlay – Schedule 13

To implement the Municipal Planning Strategy and the Planning Policy Framework.

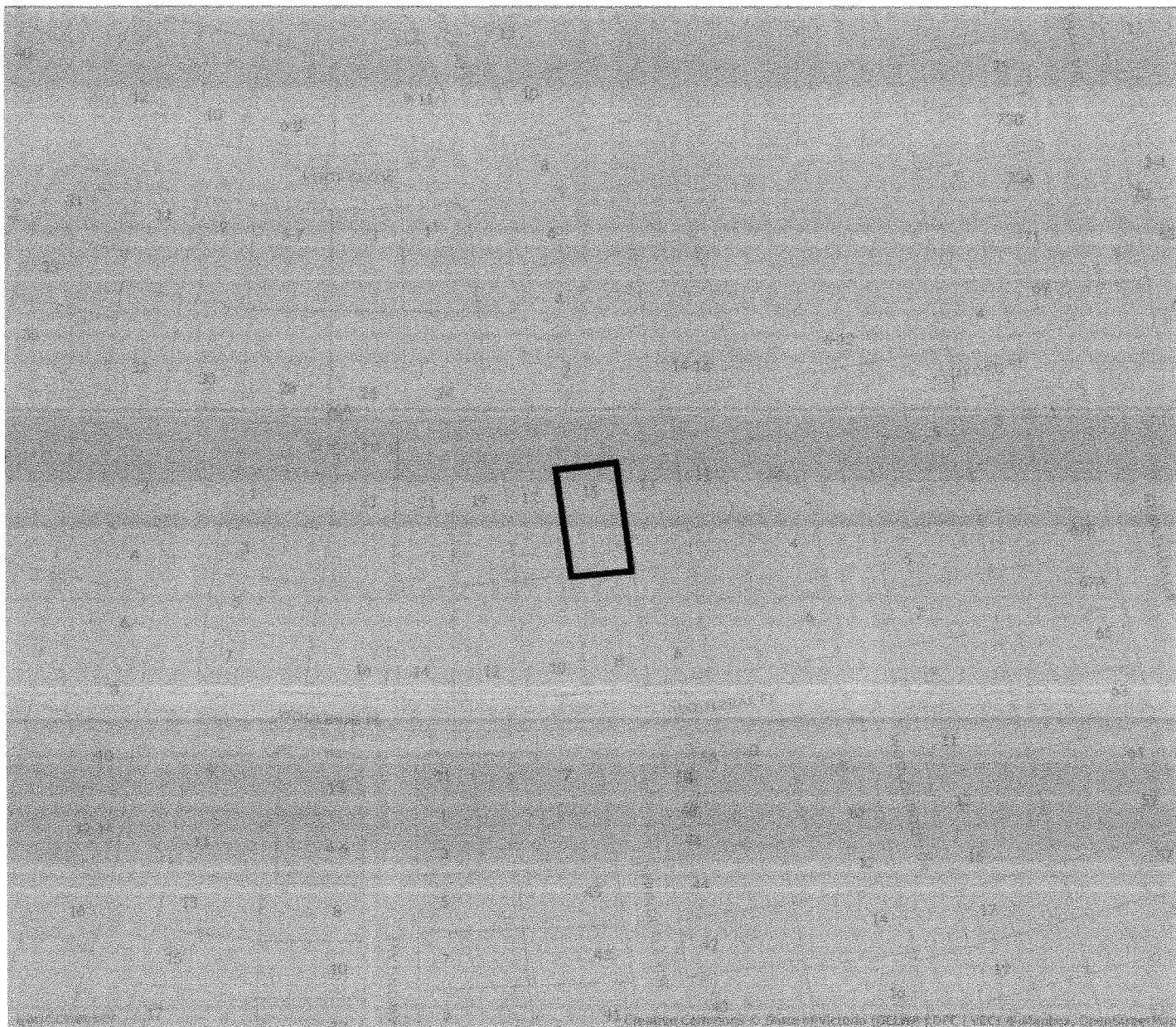
To identify areas which are affected by specific requirements relating to the design and built form of new development.

VPP 43.02 Design And Development Overlay

To provide for the conservation and maintenance of the Barwon River and environs by ensuring that any development does not have an adverse impact on the local environment. To ensure that development does not adversely impact on the amenity of existing or proposed public open space. To provide for well designed development of the land.

LPP 43.02 Schedule 13 To Clause 43.02 Design And Development Overlay

For confirmation and detailed advice about this planning overlay, please contact GREATER GEELONG council on 03 5272 4456.



DDO14 – Design And Development Overlay – Schedule 14

To implement the Municipal Planning Strategy and the Planning Policy Framework.

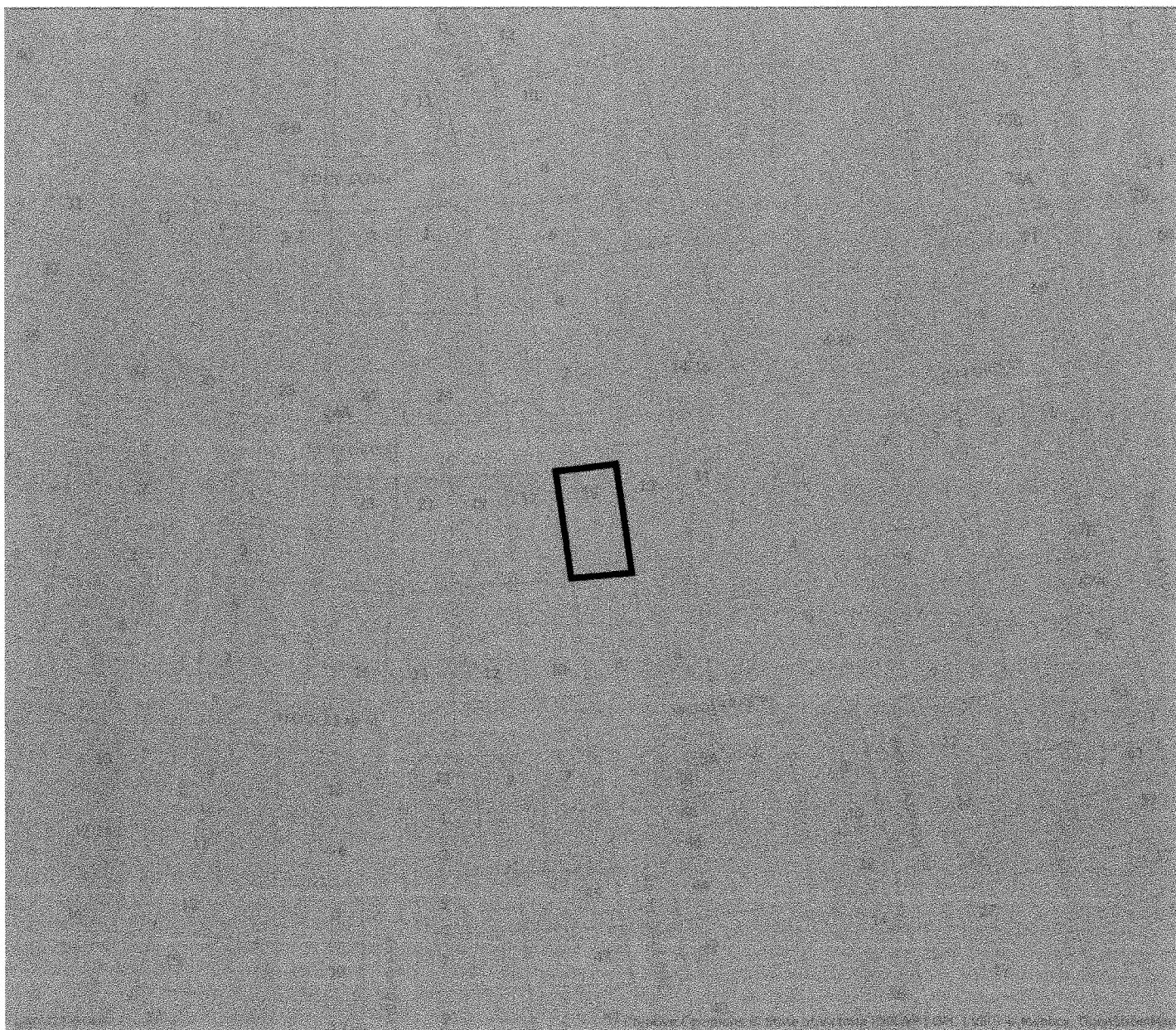
To identify areas which are affected by specific requirements relating to the design and built form of new development.

VPP 43.02 Design And Development Overlay

To ensure that the siting, height and visual bulk of dwellings achieves a reasonable sharing of views between properties to significant landscape features such as the coast (ocean and foreshore), Corio Bay, Barwon River, Central Geelong, Barrabool Hills and the You Yangs.

LPP 43.02 Schedule 14 To Clause 43.02 Design And Development Overlay

For confirmation and detailed advice about this planning overlay, please contact GREATER GEELONG council on 03 5272 4456.



DPO6 - Development Plan Overlay - Schedule 6

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which require the form and conditions of future use and development to be shown on a development plan before a permit can be granted to use or develop the land.

To exempt an application from notice and review if a development plan has been prepared to the satisfaction of the responsible authority.

VPP 43.04 Development Plan Overlay

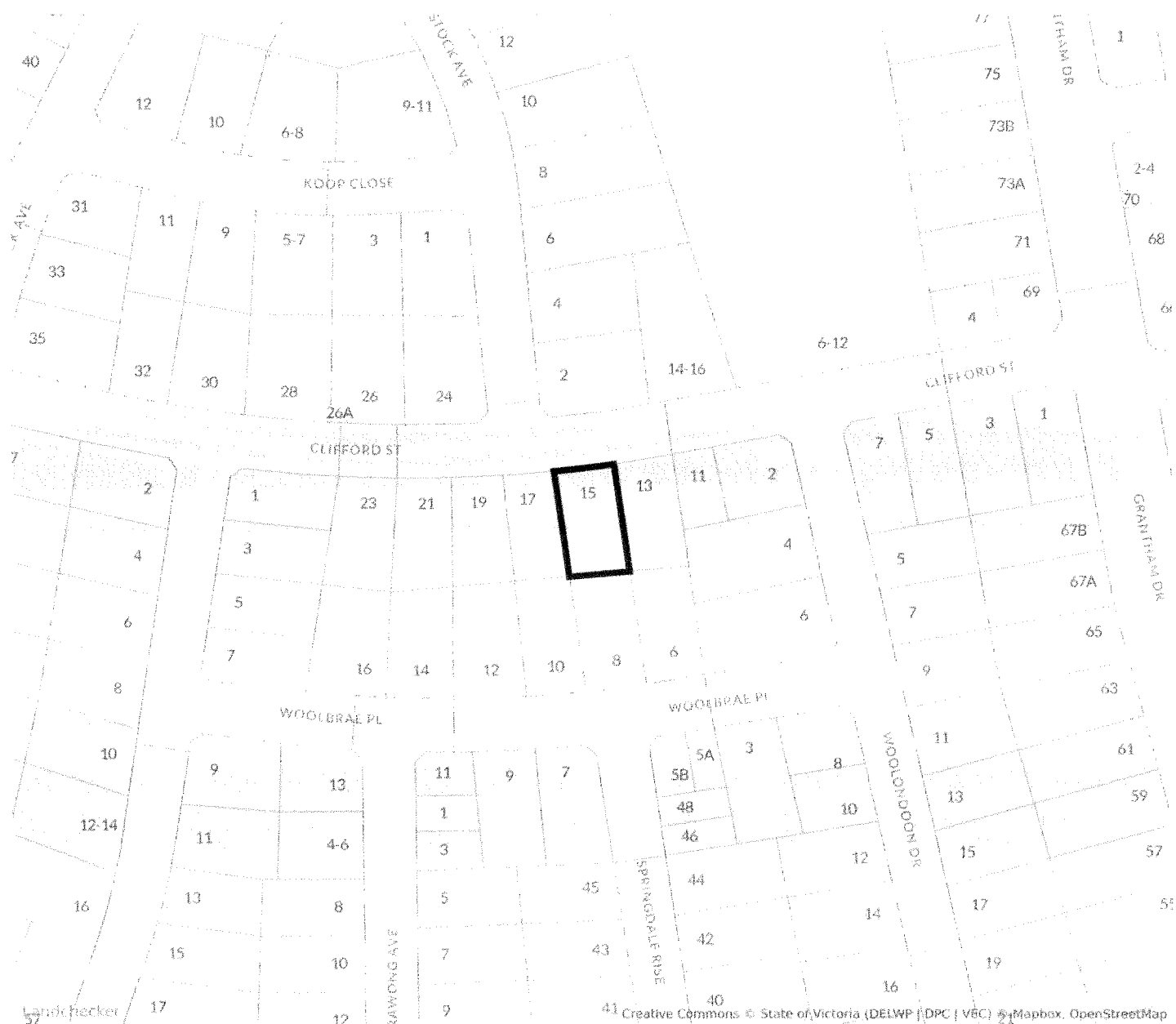
None specified.

LPP 43.04 Schedule 6 To Clause 43.04 Development Plan Overlay

For confirmation and detailed advice about this planning overlay, please contact GREATER GEELONG council on 03 5272 4456.

NEARBY OVERLAYS

15 Clifford Street, Highton Vic 3216



There are no overlays in the vicinity



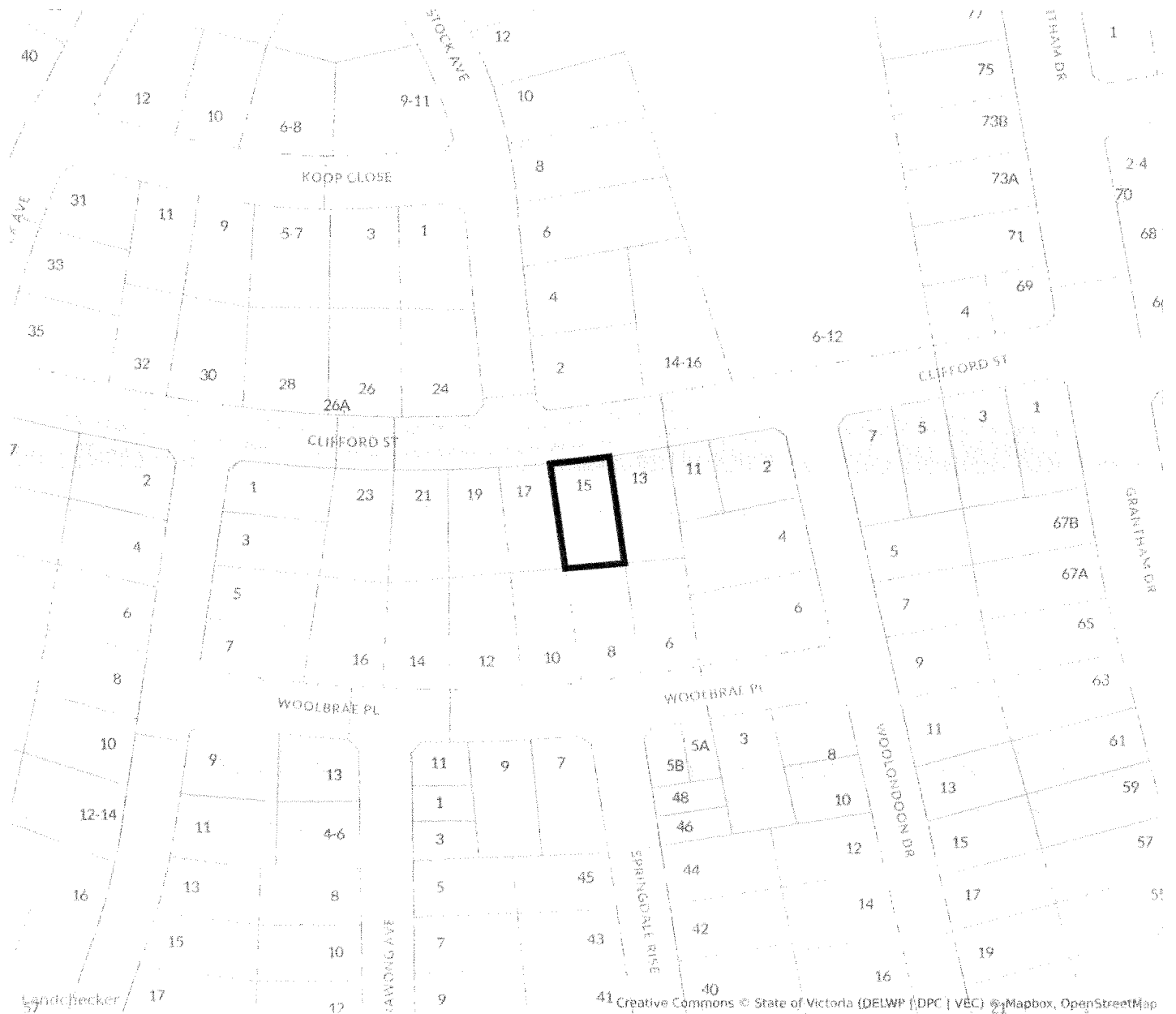
Aboriginal Cultural Heritage Sensitivity


This property is not within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact GREATER GEELONG council on 03 5272 4456.

BUSHFIRE PRONE AREA

15 Clifford Street, Highton Vic 3216



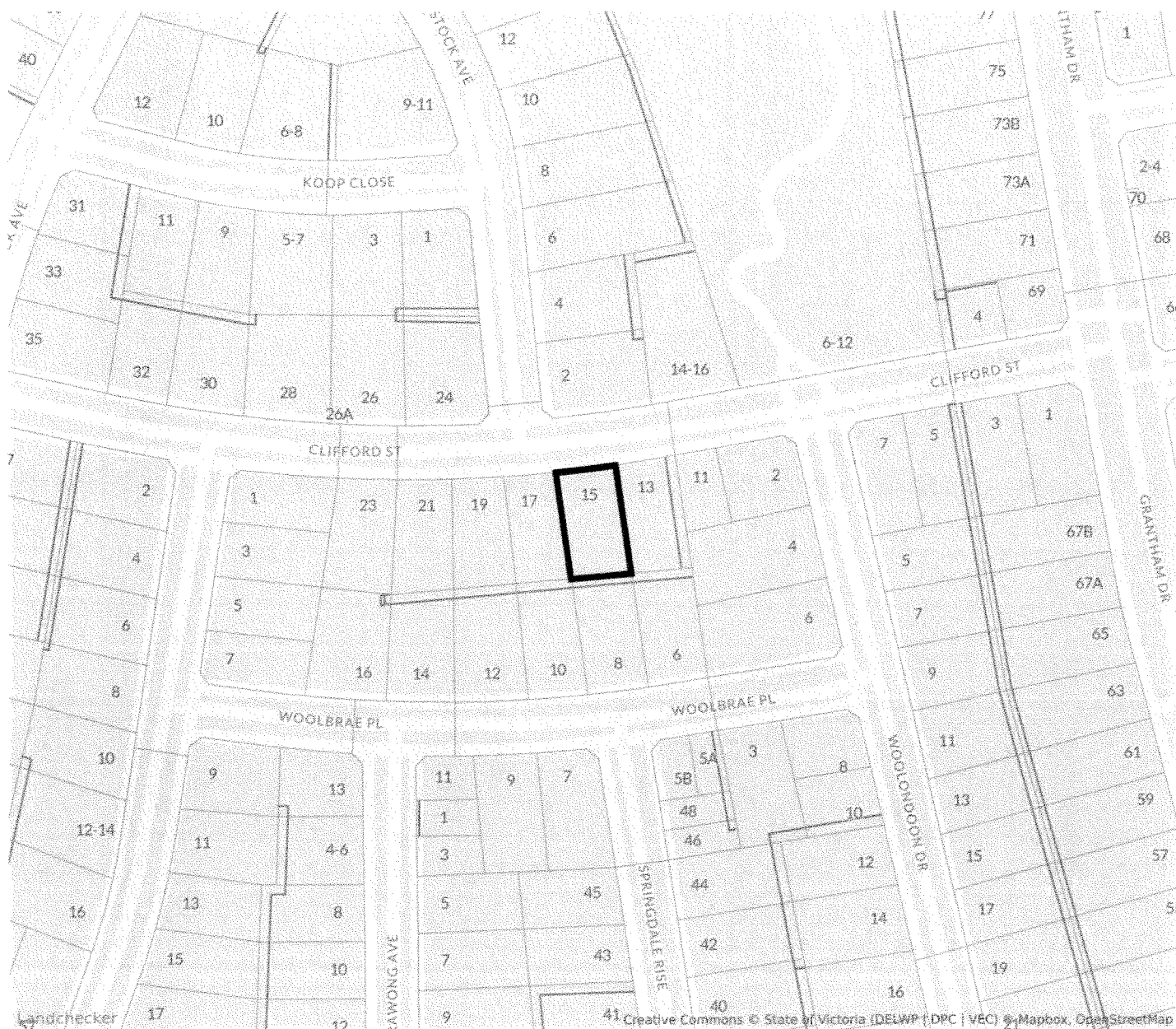
 Bushfire Prone Area

This property is not within a zone classified as a bushfire prone area.

For confirmation and detailed advice about the bushfire prone area of this property, please contact GREATER GEELONG council on 03 5272 4456.

EASEMENTS

15 Clifford Street, Highton Vic 3216



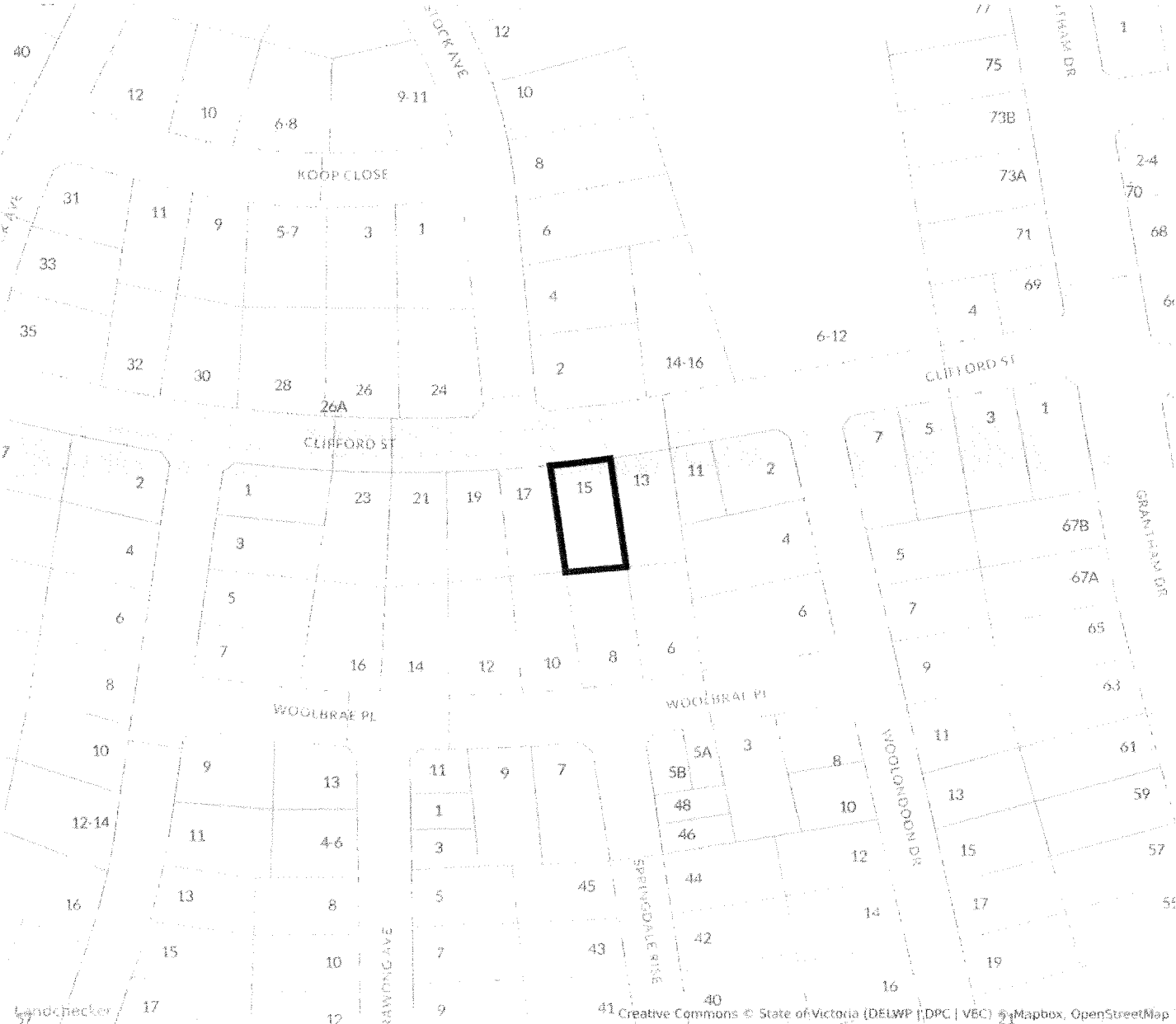
Easements

The easement displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement on or nearby this property, please contact GREATER GEELONG council on 03 5272 4456.

PLANNING PERMIT HISTORY

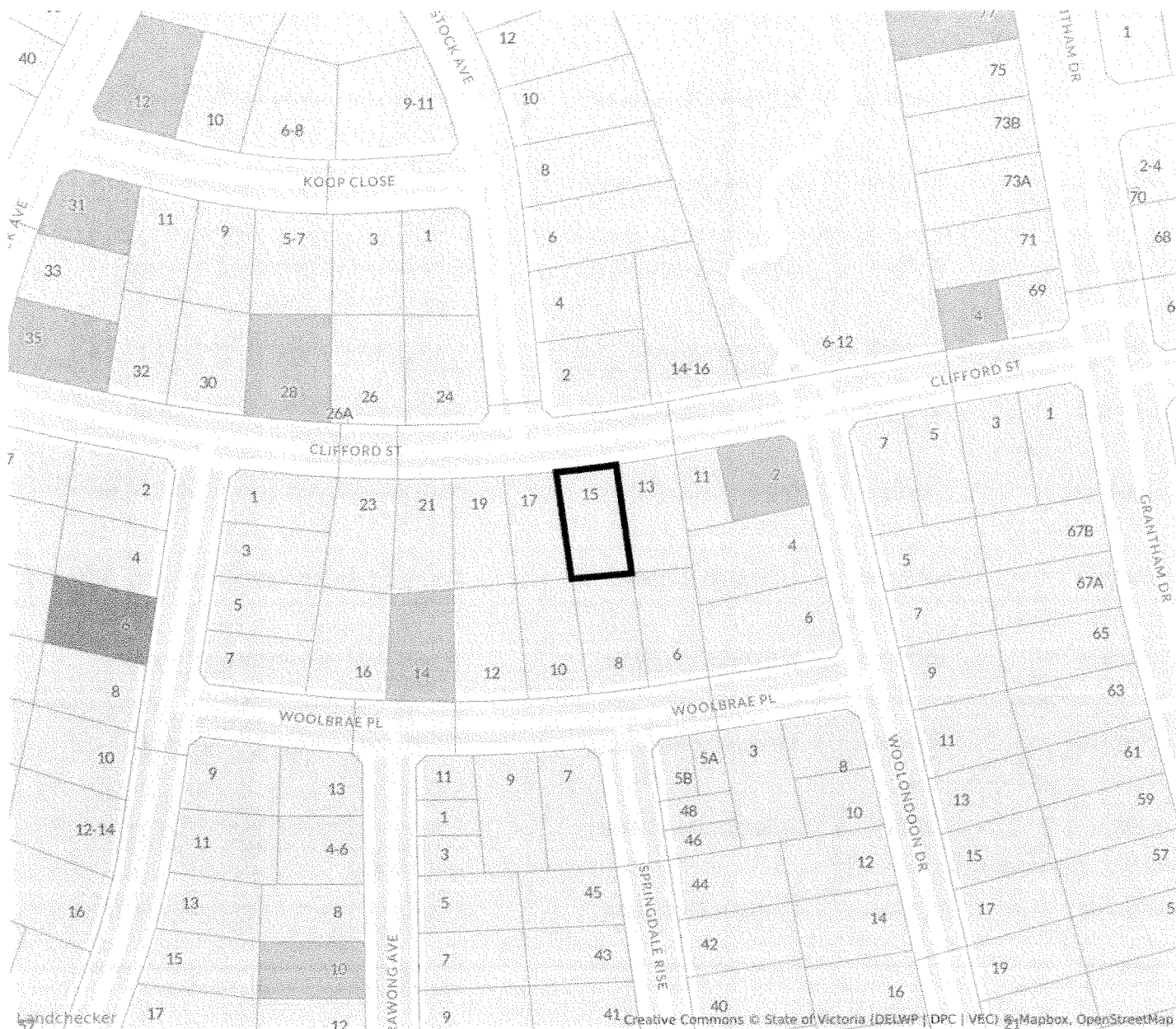
15 Clifford Street, Highton Vic 3216



No planning permit data available for this property.

NEARBY PLANNING PERMITS

15 Clifford Street, Highton Vic 3216



Status	Code	Date	Address	Description
APPROVED	PP-126-2025	04/04/2025	<u>8 Aitkenside Avenue,, Highton</u>	Construct a dwelling greater than 7.5 metres in height.
APPROVED	PP-215-2022	30/11/2022	<u>60 Radstock Avenue,, Highton</u>	Construction of four (4) dwellings.
APPROVED	PP-1271-2021	29/06/2022	<u>35 Radstock Avenue,, Highton</u>	Construction of three (3) dwellings and three (3) lot subdivision.
APPROVED	PP-1324-2021	19/05/2022	<u>28 Clifford Street,, Highton</u>	Construction of three (3) dwellings and three (3) lot subdivision.
OTHER	PP-136-2022	19/05/2022	<u>6 Strathlachlan Drive,, Highton</u>	Construction of dwelling over 7.5m high.

Status	Code	Date	Address	Description
APPROVED	PP-1515-2021	12/01/2022	46 Radstock Avenue., Highton	Construction of a dwelling over 7.5m in height.
APPROVED	PP-1482-2021	05/01/2022	68 Radstock Avenue., Highton	Construction of a dwelling over 7.5m in height.
APPROVED	PP-1362-2021	20/12/2021	50 Radstock Avenue., Highton	Construction of a dwelling over 7.5 metres in height.
APPROVED	PP-1251-2021	24/11/2021	31 Radstock Avenue., Highton	Construction of a dwelling over 7.5m in height.
OTHER	PP-15-2020/A	15/02/2021	16 Aitkenside Avenue., Highton 16a Aitkenside Avenue., Highton	Two (2) lot subdivision and construction of two (2) dwellings.
APPROVED	PP-722-2020	06/10/2020	14 Woolbrae Place., Highton	Construction of a dwelling over 7.5m in height.
APPROVED	PP-700-2019	04/10/2019	11 Woolbrae Place., Highton	Construction of three (3) dwellings and three (3) lot subdivision.
APPROVED	PP-254-2019	07/06/2019	4 Clifford Street., Highton	Construction of a dwelling within a design and development overlay.
APPROVED	PP-1386-2016	20/12/2016	5a Hill Park Place., Highton	Construction of two (2) dwellings and two (2) lot subdivision.
APPROVED	PP-1421-2015	22/03/2016	2 Woolondoon Drive., Highton	Second dwelling and two (2) lot subdivision.
OTHER	PP-286-2013/B	02/12/2015	22 Dartmoor Drive., Highton	Construction of two dwellings, site cut exceeding 1.5 metres and dwelling height exceeding 7.5 metres from natural ground level.
APPROVED	PP-4-2015	13/01/2015	71 Grantham Drive., Highton	Buildings and works for the construction of a dwelling within 10 metres of public open space.
APPROVED	PP-1429-2014	28/11/2014	9 Aitkenside Avenue., Highton	Buildings and works for the construction of a dwelling exceeding 7.5m from natural ground level.
OTHER	PP-286-2013/A	20/08/2014	22 Dartmoor Drive., Highton	Construction of two dwellings, site cut exceeding 1.5 metres and dwelling height exceeding 7.5 metres from natural ground level.

For confirmation and detailed advice about this planning permits, please contact GREATER GEELONG council on 03 5272 4456.

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CITY OF GREATER GEELONG

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PO Box 104, Geelong VIC 3220 E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au



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

Date of Issue: 6 June 2025
Council Reference: BIR-2025-4428
Your Reference: 88088187:129424944

BUILDING INFORMATION CERTIFICATE

This certificate is issued pursuant to regulation 51(1) of the *Building Regulations 2018* and contains information relevant to building permits, certificates, orders and/or notices issued within the preceding 10 years, as of 6 June 2025.

PROPERTY INFORMATION

Property Address	15 Clifford Street, HIGHTON VIC 3216		
	576m2 Lot 461 PS		
Title Information	707417	Volume / Folio	CT-11897/939

DETAILS OF PERMITS AND CERTIFICATES

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

Permit Description	Dwelling, Porch, Garage and Retaining Walls		
Issue Date	15/09/2017	Permit Number	N/A
Council Reference Number	DWN-2017-4084		
Certificate of Final/Occupancy Issue Date	21/06/2018		

DETAILS OF CURRENT STATEMENTS

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

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

DETAILS OF CURRENT NOTICE OR ORDERS

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

Notice/Order Type	N/A		
Description	N/A		
Council Reference Number	N/A	Issue Date	N/A

DETAILS OF POOL AND/OR SPA REGISTRATION

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

Pool/Spa Type N/A

Current Status N/A

Compliance Due Date N/A

Council Reference Number N/A

PLEASE NOTE

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

If you have any questions or concerns relating to this certificate, please contact us at bir@geelongcity.vic.gov.au or on (03) 5272 4450.

BUILDING SERVICES
137-149 MERCER STREET,
GEE LONG VIC 3220

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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.