

MICHAEL MEESEN BUILDER PTY LTD ACN 074 041 599

to

CONTRACT OF SALE OF LAND

Property: Lot ____/626 Cape Otway Road, Moriac 3240

MANN LEGAL

Lawyers
40 Myers Street
Geelong Vic 3220

Tel: 03 5224 2916
Ref: BJC:265838E1

Contract of sale of land

Property: Lot ____/626 Cape Otway Road,
Moriac

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of Conveyancers (Victorian Division)



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS

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

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties – must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

State nature of authority (if applicable):

.....
Signature of individual

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

State nature of authority (if applicable):

.....
Signature of individual

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS A COMPANY:

EXECUTED by

ABN
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

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Particulars of sale

Vendor's estate agent

H F Richardson & Co Real Estate
5 Retreat Road, Newtown, VIC 3220

Email: info@hfrichardson.com.au

Tel: 52298017

Mob:

Fax:

Ref:

Vendor

MICHAEL MEESEN BUILDER PTY LTD ACN 074 041 599

80 Larcombes Road, Paraparap, VIC 3240

Vendor's legal practitioner or conveyancer

Mann Legal

40 Myers Street, Geelong VIC 3220
PO Box 1857, Geelong VIC 3220

Email: belinda@mannlegal.com.au

Tel: 03 5224 2916

Ref: BJC:265838E1

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel:

Mob:

Fax:

Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume PARENT Folio 408 TITLE 10365		PS920583R
Volume Folio		

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **Lot ____/626 Cape Otway Road, Moriac 3240**

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

Payment

Price	\$	
Deposit	\$	
Balance	\$	payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

- a lease for a term ending on with options to renew, each of years
- OR
- a residential tenancy for a fixed term ending on
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

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

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

1. Director's Guarantees

In the event the purchaser or nominated purchaser is a company the purchaser will simultaneously with the execution of this contract arrange for its directors to execute the guarantee and indemnity in the form annexed to this contract.

2. Default costs charges & expenses

The purchaser must pay all reasonable costs, losses, charges and expenses, including any loss arising from land tax levied against the vendor in respect of the premises, in a later land tax year than that in which settlement should have occurred, which land tax would not have been levied against the vendor had the purchaser settled on time, incurred by the vendor due to any default by the purchaser in payment of any money payable under this contract or any breach by the purchaser of any of the terms of this contract.

3. Interpretation

In this contract unless the context otherwise requires:

- 3.1 headings are for convenience of reference only and do not affect interpretation;
- 3.2 words importing the singular include the plural and vice versa;
- 3.3 words importing a gender include any gender;
- 3.4 a reference to a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government body;
- 3.5 a reference to an Act of Parliament, includes that Act as amended or replaced and all regulations made under it;
- 3.6 a reference to a body whose functions have become exercisable by another body, is a reference to the latter body;
- 3.7 a covenant or agreement on the part of two or more persons binds them jointly and severally; and
- 3.8 where any form of the word "include" appears, it is to be read as if followed by the words "without limitation".

4. Whole agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to rely on any representations made by the vendor or their agents except such as are made conditions of this contract.

5. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf. The purchaser accepts the property as at the day of sale:

- 5.1 In its present condition and state of repair;
- 5.2 Subject to all defects latent and patent;
- 5.3 Subject to any infestations and dilapidation;
- 5.4 Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- 5.5 Subject to any non-compliance with the Local Government Act 1989, Building Act 1993 or other legislation, subordinate legislation or regulations in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

6. Plan of Subdivision

6.1 The relevant provisions of section 9AA to 9AF of the Sale of Land Act 1962 (the "Act") apply to this contract.

6.2 In this contract:

- (a) "Plan of Subdivision" means the unregistered plan of subdivision which is referred to in the particulars of sale;
- (b) registration of the Plan of Subdivision means its registration by the Registrar of Titles.

6.3 This contract is subject to and conditional upon registration of the Plan of Subdivision within thirty six months of the date of contract. If the Plan of Subdivision is not so registered this contract may be terminated at any time before the Plan of Subdivision is registered by either party by that party giving notice in writing to the other party provided that the purchaser cannot exercise this right whilst it is in default under this contract. If the contract is so terminated all moneys paid hereunder shall be refunded in full. In the event the vendor intends to give notice pursuant to this clause the following shall apply:-

- (a) the Vendor is required to give notice of a proposed rescission of the contract under the sunset clause;

- (b) the purchaser may consent to the rescission, but is not obliged to consent;
- (c) the Vendor may apply to the Supreme Court of Victoria for an order permitting rescission; and
- (d) the Supreme Court of Victoria may make such an order if it considers the order to be just and equitable in all the circumstances.

- 6.4 The vendor will use reasonable endeavours at its expenses with all convenient speed to bring about registration of the Plan of Subdivision. The purchaser will do such things as may reasonably be required of it in order to obtain registration of the Plan of Subdivision.
- 6.5 The purchaser will be deemed to have received notification of the registration of Plan of Subdivision at the time the purchaser or the solicitors for the purchaser are notified of that fact by or on behalf of the vendor, whether by letter, telephone, fax or email.
- 6.6 The purchaser further acknowledges that pursuant to Section 9AC of the Sale of Land Act 1962, the vendor has the right to amend the Plan of Subdivision whether voluntarily or as a result of a request from the Registrar of Titles. The vendor agrees to give the purchaser notice of any such amendments within fourteen days of the vendor becoming aware of the necessity for same.
- 6.7 Subject to the purchaser's rights under the Sale of Land Act 1962 the purchaser will not make any objection, requisition or claim nor rescind, terminate or delay completion of this contract due to:-
- (a) any amendment or alteration to the Plan of Subdivision which does not materially and detrimentally affect the purchaser; or
 - (b) any alleged misdescription of the land or deficiency in its area or measurements or call upon the vendor to amend title or to bear all or any part of the costs of doing so
- 6.8 The deposit moneys (as defined in section 9AA(6) of the Act) payable by the purchaser shall be paid to a solicitor or licensed estate agent acting for the vendor to be held by the solicitor or licensed estate agent on trust for the purchaser until registration of the Plan of Subdivision .
- 6.9 The purchaser must not lodge a caveat at the Titles Office until after the registration of the Plan of Subdivision.
- 6.10 The Vendor may rescind the contract and all moneys paid hereunder shall be refunded in full to the purchaser if the following circumstances apply:-
- (a) the relevant approvals are not granted, or such approvals are subject to onerous conditions; or
 - (b) if the Vendor fails to meet presale commitments or obtain finance.

7. Further Encumbrances or Restrictions

- 7.1 The purchaser acknowledges that the Vendor may be required to create easements, enter licences, enter covenants and grant or create other like rights or restrictions (including any covenant pursuant to an agreement under section 173 of the Planning And Environment Act 1987), to enable both certification and registration of the Plan of Subdivision and further may require the purchaser to create in the instrument of transfer such easements or covenants which burden the land.
- 7.2 Subject to the purchaser's rights under the Sale of Land Act 1962 the purchaser will not make any objection, requisition or claim nor rescind, terminate or delay completion of this contract due to anything contemplated by this special condition 7.1.

8. Natural Surface Levels

The purchaser acknowledges that the existing surface levels of the land contained in the Plan will be affected.

9. Adjustment of Rates and Out-goings

In the event that the Property is not separately rated as at the settlement date then the parties agree to adjust the rates (apart from land tax) on an area basis by dividing the total rate outstanding by the total land area in the plan of subdivision and multiplying by the area of the lot hereby purchased. The vendor covenants to pay such total rate and the purchaser agrees that for the purpose of adjusting the rates the rates shall be deemed to have been paid.

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 all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive

right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

6.6 If sections 137B and 137C of the *Building Act 1993 (Vic)* 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 (Vic)* and regulations made under the *Building Act 1993 (Vic)*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993 (Vic)* 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 digital duties form 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 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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* (Vic) 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* (Vic).

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

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

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

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if –

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

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

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

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 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.

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

- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.6 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.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor’s legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
 - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written

communications.

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

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 Settlement occurs when the workspace records that –

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

- 18.7 The parties must do everything reasonably necessary to effect settlement –

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

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

- 18.9 The vendor must before settlement –

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract;
- (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract; and
- (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgement network operator of settlement.

19. GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on –
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In these general conditions –
- (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 –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; andthe author states is a major 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 inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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 basis that 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
- 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.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962 (Vic)* applies.

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)* (Tax Act) 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 Tax Act. 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 Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must –
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and

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

despite –

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

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

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

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

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must –

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

(b) ensure that the representative does so.

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

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

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

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

despite –

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the Tax Act. 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 Tax Act 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 Tax Act 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 Tax Act.

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 authorised 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 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.
- 27.6 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.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

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* (Vic) –
- (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* (Vic); 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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.

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 the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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 or acceptance by the vendor of a repudiation by the purchaser –
- (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

THIS DEED dated day of 2026

TO: **Michael Meesen Builder Pty Ltd ACN 074 041 599** of 80 Larcombes Road,
PARAPARAP, Victoria (Vendor)

FROM of
(Purchaser)

FROM of
(Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the attached contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;
3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and
4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.
5. For the consideration aforesaid and as a separate and coverable covenant the guarantor HEREBY AGREES to indemnify the vendor not only by reason of the non-payment by the purchaser of all money payable or that may become payable under the contract of sale but

also in respect of all costs charges and expenses whatsoever which the vendor may incur by reason of any default on the part of the purchaser in relation to the contract of sale.

EXECUTED AS A DEED

SIGNED SEALED & DELIVERED BY

)

)

.....
Signature

in the presence of:

.....
Signature of witness

.....
Print name of witness

SIGNED SEALED & DELIVERED BY)

)

.....
Signature

in the presence of:

.....
Signature of witness

.....
Print name of witness

Vendor Statement


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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	Lot ____/626 Cape Otway Road, Moriac 3240
-------------	---

Vendor's name	Michael Meesen Builder Pty Ltd ACN 074 041 599	Date 17/ 3/ 2026
Vendor's signature		Director/Secretary

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	Lot ____/626 Cape Otway Road, Moriac 3240
-------------	---

Vendor's name	Michael Meesen Builder Pty Ltd ACN 074 041 599	Date / /
Vendor's signature	Director/Secretary	

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$5,000.00

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

	To	
--	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

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

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

Electricity supply <input checked="" type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
--	--	--	--	--

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

(a) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

PLAN OF SUBDIVISION

EDITION 1

PS920583R

LOCATION OF LAND

PARISH: DUNED
CROWN DESCRIPTION: CROWN SECTION 29, CROWN PORTION B (PT)
TITLE REFERENCES: VOL. 10365 FOL. 408
 VOL. 11240 FOL. 546
LAST PLAN REFERENCE: LOT 1 ON TP9612
 LOT 1 ON PS633588
POSTAL ADDRESS: 626,640 CAPE OTWAY ROAD
 (at time of subdivision) MORIAC 3240 VIC
MGA CO-ORDINATES: E 252 080 **ZONE:** 55
 (approx. centre of land in plan) N 5 763 630

Council Name: Surf Coast Shire Council
 SPEAR Reference Number: S238222T

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	SURF COAST SHIRE
RESERVE 1	SURF COAST SHIRE
RESERVE 2	BARWON REGION WATER CORPORATION

NOTATIONS

DEPTH LIMITATION: Does Not Apply

This is an ePlan
 This is not a staged subdivision

PLANNING PERMIT No. 17/0295

SURVEY:
 This plan is based on survey.

EASEMENT INFORMATION

LEGEND: A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
IDENTIFIER	PURPOSE	WIDTH (m)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E1	DRAINAGE	2	THIS PLAN	SURF COAST SHIRE



Stantec Australia Pty Ltd | ABN: 17 007 920 322
 Level 1, 27-31 Myers Street (PO Box 1137), Geelong, VIC Australia 3220
 Tel: 03 5202 4600
 Web: www.stantec.com/au

SURVEYORS FILE REF: 304400891-201

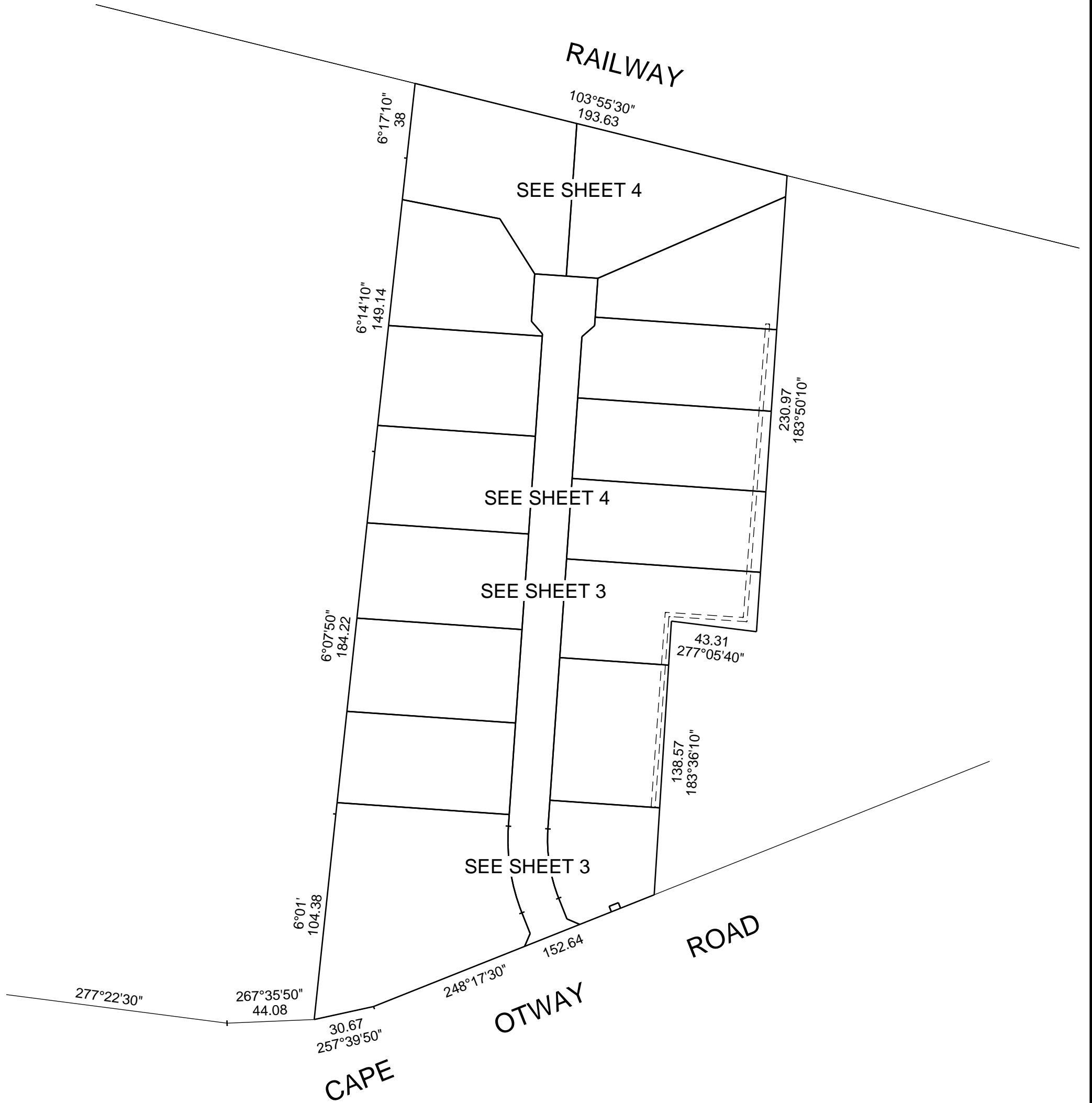
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 Surveyor's Plan Version (3),
 13/06/2025, SPEAR Ref: S238222T

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SIZE: A3

SHEET 1 OF 4

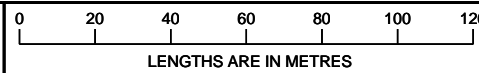
This plan is unregistered and may be subject to change.

Plan generated date/time: 13/06/2025 01:06 PM



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 Level 1, 27-31 Myers Street (PO Box 1137), Geelong, VIC Australia 3220
 Tel: 03 5202 4600
 Web: www.stantec.com/au

SCALE
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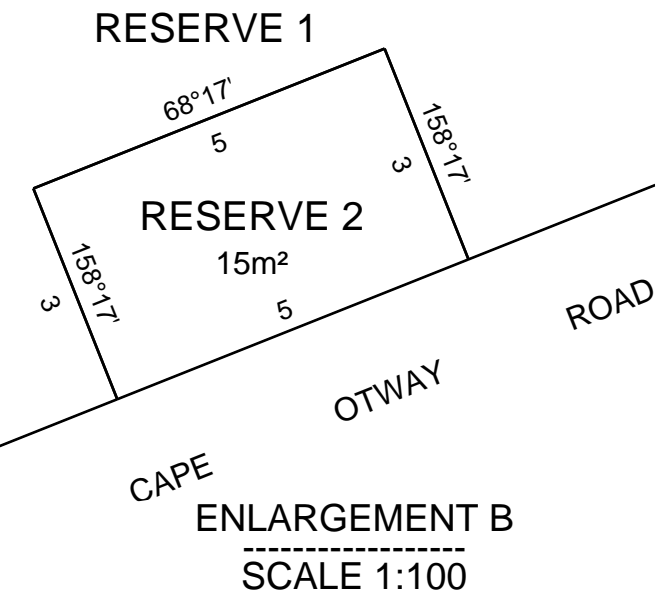
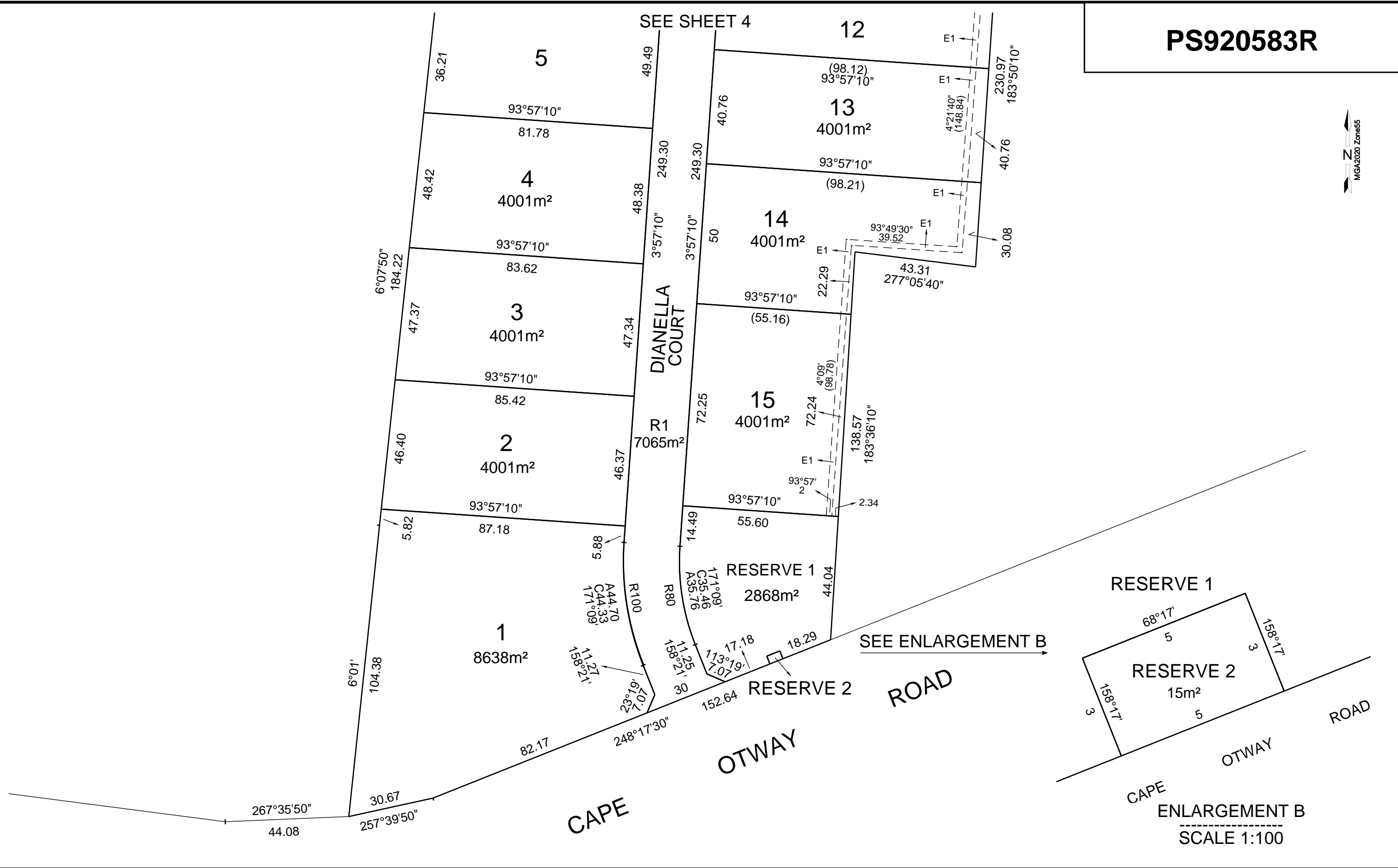
ORIGINAL SHEET
 SIZE: A3

SHEET 2

Digitally signed by: Geoffrey Patterson, Licensed Surveyor,
 Surveyor's Plan Version (3),
 13/06/2025, SPEAR Ref: S238222T

This plan is unregistered and may be subject to change.

Plan generated date/time: 13/06/2025 01:06 PM



Stantec Australia Pty Ltd | ABN: 17 007 920 322
 Level 1, 27-31 Myers Street (PO Box 1137), Geelong, VIC Australia 3220
 Tel: 03 5202 4600
 Web: www.stantec.com/au

SCALE
1 : 1250

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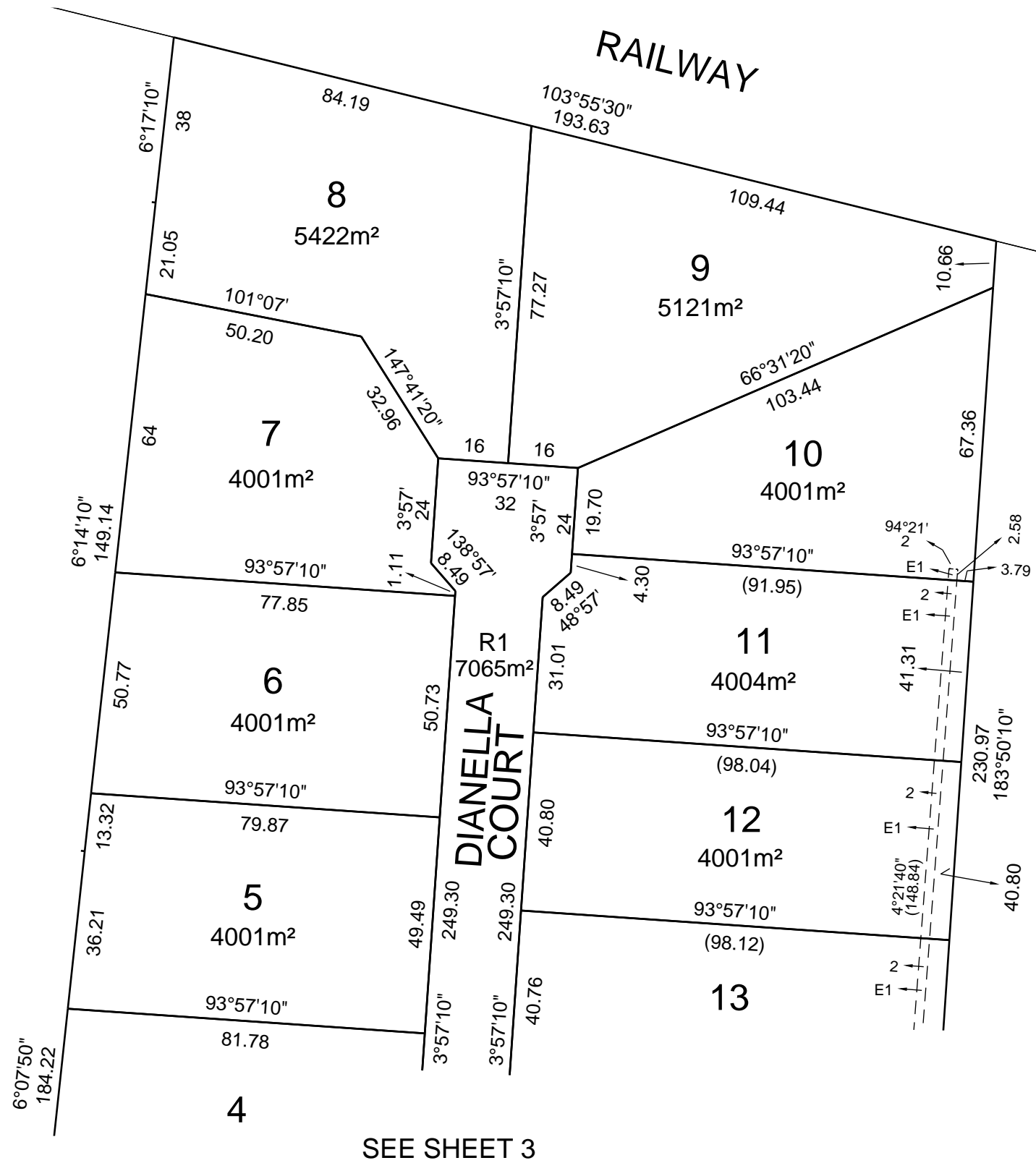
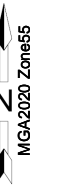
Digitally signed by: Geoffrey Patterson, Licensed Surveyor,
 Surveyor's Plan Version (3),
 13/06/2025, SPEAR Ref: S238222T

ORIGINAL SHEET
SIZE: A3

SHEET 3

This plan is unregistered and may be subject to change.

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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 11240 FOLIO 546

Security no : 124132583839K
Produced 02/03/2026 12:44 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 633588F.
PARENT TITLES :
Volume 10783 Folio 691 Volume 10995 Folio 638
Created by instrument PS633588F 25/11/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MICHAEL MEESEN BUILDER PTY LTD of 80 LARCOMBES ROAD MORIAC VIC 3240
AL528591M 02/12/2014

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT as to part Section 173 Planning and Environment Act 1987
AH609461L 11/11/2010

AGREEMENT as to part Section 173 Planning and Environment Act 1987
AH609488P 11/11/2010

DIAGRAM LOCATION

SEE PS633588F 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: 626 CAPE OTWAY ROAD MORIAC VIC 3240

DOCUMENT END

The information supplied by Mann Legal has been obtained from Dye & Durham Solutions Pty Ltd by agreement between them. The information supplied has been obtained by Dye & Durham Solutions Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

PLAN OF SUBDIVISION	Stage No. /	LRS use only EDITION 1	PS633588F <small>16/11/2010 909.20 PS</small> 
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Location of Land
 Parish: DUNEED
 Township: —
 Section: 29
 Crown Allotment: —
 Crown Portion: B (PART)
 Title References
 C/T VOL 10783 FOL 691 & VOL 10995 FOL 638
 Last Plan Reference: LOT 1 ON TP 837139M
 & LOT 1 ON TP 903507S
 Postal Address: 620 & 626 CAPE OTWAY ROAD
 (At time of subdivision) MORIAC VIC 3240
 MGA Co-ordinates: E 252 180 Zone 55
 (Of approx. centre of plan) N 5 763 650

Council Certification and Endorsement

Council Name: SURF COAST SHIRE Ref: 33714

1. This Plan is certified under Section 6 of the Subdivision Act 1988.
- ~~2. This plan is certified under section 11(7) of the Subdivision Act 1988 —
Date of original certification under section 6~~
- ~~3. This is a statement of compliance issued under section 24 of the Subdivision Act 1988 —~~

OPEN SPACE
 (i) A requirement for public open space under Section 18 Subdivision Act 1988
~~has/has not been made.~~
 (ii) ~~The requirement has been satisfied —~~
 (iii) ~~The requirement is to be satisfied in Stage —~~

Council delegate
 Council seal
 Date 14/7/10 

Re-certified under section 11(7) of the Subdivision Act 1988.

Council delegate
 Council seal
 Date / /

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
NIL	NIL

Notations

Depth Limitations: DOES NOT APPLY Staging: This is not a staged subdivision
 Planning permit No. 10/0048

Land being subdivided is enclosed with thick continuous lines

Survey: This plan is based on survey

This survey has been connected to permanent mark 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
NIL				

LRS use only

Statement of compliance/
 Exemption Statement


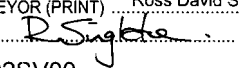
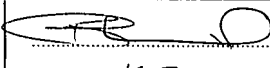
Received

Date: 16 / 11 / 10

LRS use only

PLAN REGISTERED
 TIME 9:18
 Date: 25 / 11 / 10

Randall McDonald
 Assistant Registrar of Titles.

 CPG 10 Moorabool Street PO Box 4032 Geelong Vic 3220 T 61 3 5249 6888 F 61 3 5249 6899 cpg-global.com	LICENSED SURVEYOR (PRINT) Ross David Singleton SIGNATURE  DATE 26/6/2010 REF: 136392SV00 VERSION 2 <small>FILE NAME : 136392SV00.dwg FILE LOCATION : F:\131\136392\ LAYOUT NAME : Sheet 1 SAVE DATE : Fri, 25 Jun 2010 - 16:39 LAST SAVED BY : peterm</small>	 DATE 14/7/10 COUNCIL DELEGATE SIGNATURE Original sheet size A3
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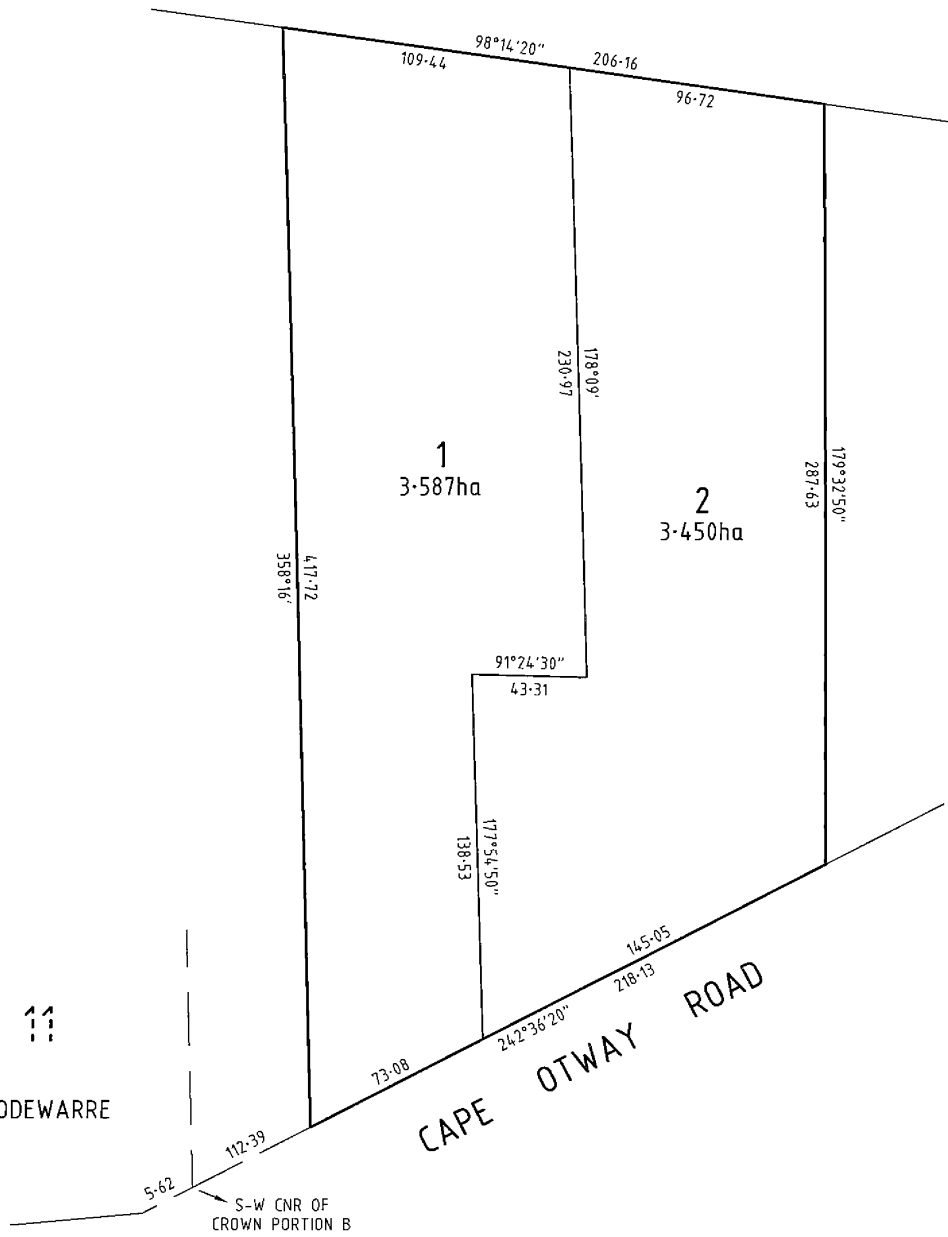
Sheet 1 of 2 Sheets

PLAN OF SUBDIVISION

Stage No
/

Plan Number

PS 633588F



CPG
10 Moorabool Street
PO Box 4032
Geelong Vic 3220
T 61 3 5249 6888
F 61 3 5249 6899
cpg-global.com



ORIGINAL
SCALE SHEET
SIZE SIZE
1:2000 **A3**

LICENSED SURVEYOR Ross David Singleton
SIGNATURE
DATE / /
VERSION 2

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FILE LOCATION: hgeall@surveyy\131363921
LAYOUT NAME: Sheet 2 P.02 2000
SAVE DATE: Thu, 02 Sep 2010 - 14:07 LAST SAVED BY: glenn.smith

Sheet 2

.....
DATE / /
COUNCIL DELEGATE
SIGNATURE

Original sheet size A3

Section 181

AH609488P

11/11/2010 \$105.20 173

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE I
RECORDING OF AN AGREEMENT**



Planning and Environment Act 1987

Lodged by:

Name: COULTER ROACHE
Phone: (03) 5273 5273
Address: Level 1, 235 Ryrie Street, Geelong 3220
Ref: VL:st:20101829

Privacy Collection Statement

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

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: Volume 10783 Folios 691

Authority: Surf Coast Shire of 25 Grossmans Road, Torquay 3228

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.

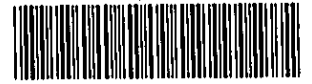
Signature for the Authority: 

Name of Officer: MARK DAVIES
(full name)

Date: 27.10.10

AH609488P

11/11/2010 \$105.20 173



Dated: *1* the *27* day of *October*

2010

**SECTION 173 PLANNING AND ENVIRONMENT ACT
AGREEMENT**

**Section 173 Planning and Environment Act
Agreement**

RUSSELL LEONARD MCKENZIE

and

CAROLYN JANE MCKENZIE
("Owners")

SURF COAST SHIRE COUNCIL
("Responsible Authority")

THIS AGREEMENT is made the _____ day of _____ 2010 pursuant to Section 173 of the *Planning and Environment Act 1987* ("the Act").

PARTIES:

1. **SURF COAST SHIRE COUNCIL** of 25 Grossmans Road, Torquay ("the **Responsible Authority**"); and
2. **RUSSELL LEONARD MCKENZIE AND CAROLYN JANE MCKENZIE** both of 620 Cape Otway Road, Moriac 3240 (" the **Owner**")

RECITALS

- A. The Responsible Authority is responsible for the administration and enforcement of Surf Coast Planning Scheme ("the **Planning Scheme**") pursuant to the provisions of the Act.
- B. The Owner is registered as the proprietor of the land described in Certificate of Title Volume 10783 Folio 691 and known as 620 Cape Otway Road, Moriac ("the **Land**").
- C. On 7th June 2010, the Council issued amended Planning Permit 10/0048A ("the **Permit**"). A copy of the Permit is annexed to this Agreement and marked with the letter "A". The Permit provides for the subdivision of the land and the adjoining land described in Certificate of Title Volume 10995 Folio 638 and known as 626 Cape Otway Road, Moriac ("the **Adjoining Land**") in accordance with plans endorsed by Council.
- D. Condition 2 of the Permit requires the Owner and the owner on the Adjoining Land to enter into this Agreement prior to the issue of a Statement of Compliance by Council.
- E. The Owner has agreed to enter into this Agreement with Council concerning the subdivision of the Land in accordance with the Permit and the plans endorsed by Council.
- F. The parties agree that this Agreement will be treated as an Agreement pursuant to Section 173 of the Act.
- G. This Agreement shall come into force immediately upon execution by the parties and shall run with the Land.

IT IS AGREED THAT

Interpretation

1. The expression "**Owner**" shall be deemed to include his successors, assignees and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on his successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the Land ("the **Successors**") as if each of those Successors had separately executed this Agreement in addition to the Owner.
2. The parties agree that in the interpretation of this Agreement:
 - 2.1 The singular includes the plural and the plural includes the singular;
 - 2.2 A reference to a gender includes a reference to each other gender;
 - 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law;

AH609488P

11/11/2010 \$105.20 173



AH609488P
11/11/2010 \$105.20 173

- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 2.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.
- 2.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement;
- 2.7 The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals;
- 2.8 A reference to the words "**Planning Scheme**" includes any planning control in the form of or similar to a planning scheme and being a successor to the Surf Coast Planning Scheme;
- 2.9 A reference to the words "**Responsible Authority**" includes its successors as Responsible Authority for the Planning Scheme in which case any reference to the holder of an office with the Responsible Authority shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate.

Jurisdiction

- 3. For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

Severability

- 4. Notwithstanding Clause 1, and in the event that this Agreement is held not to be an agreement validly entered into or enforceable under the Act it will nevertheless remain a contract between the parties and be enforceable as a contract in a Court of competent jurisdiction in the State of Victoria.
- 5. If a Court, Arbitrator, Tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

Undertaking of Owner

- 6. The Owner agrees and acknowledges that it will abide by and comply with the provisions of the Permit and will not make any modification to the provisions of the Permit unless it is to the satisfaction of the Council.

Disputes

- 7. In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal ("the **Tribunal**") for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the Act, such matters shall be and is hereby referred to arbitration for an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominate, for arbitration.
- 8. Provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation thereto, such disputes shall be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.

9. The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to in Clauses 7 and 8 and, unless the Arbitrator, chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

Owner's Covenants

10. The Owner warrants and covenants that no further subdivision of the Land to create any additional Lots shall take place.

Registration of Agreement

11. The Responsible Authority and the Owner shall do all things necessary (including signing any further agreement, acknowledgement or document) to enable the Responsible Authority to enter a Memorandum of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act.
12. Without limiting the operation or effect which this Agreement has, the Owner must ensure that until such time as a Memorandum of this Agreement is registered on the Title to the Land, successors in title shall be required to:
 - 12.1 Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
 - 12.2 Execute under seal a Deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

Notification to Successors in Title

13. The Owner shall not sell, transfer, assign or otherwise part with possession of the Land or any part thereof until this Agreement and the Section 181 Application has been lodged with Land Victoria by or on behalf of the Responsible Authority and entered on the Certificate of Title to the Land.
14. The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof without first disclosing to the intended purchaser, transferee or assignee the existence and nature of this Agreement.
15. The Owner and the Responsible Authority acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act and during the period of this Agreement the obligations imposed on the Owner, are conditions on which the Land may be used or developed for specified purposes and, are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Land and every part of the Land.

Owner May Apply for Planning Permit

16. The parties acknowledge and agree that this Agreement will not and is not intended to prejudice the rights of the Owner to make any application under the Planning Scheme for permission to use and develop the land or prevent or constrain the Responsible Authority from considering and determining any such application (other than the Planning Permit) in accordance with the requirements of the Planning Scheme and the Act.

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11/11/2010 \$105.20 173



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11/11/2010 \$105.20 173



Registration of Agreement

- 17. The Owner must at its expense do all such acts, matters and things including, but not limited to signing of all documents as may be necessary or expedient to assist Council to register this Agreement at the Land Registry pursuant to Section 181 of the Act.

Consent of any Mortgage

- 18. The Owner must obtain the written consent of any person or persons registered or entitled from time to time to be registered as Mortgagees of the subject site or any part of the subject site, such consent must be in a form determined by Council from time to time.

Termination of Agreement

- 19. This Agreement shall end at the time that the Land is rezoned to a residential zone under the Surf Coast Planning Scheme.

Legal Costs

- 20. The Owner must pay all reasonable legal costs incurred by the Council in the negotiation, preparation, completion and execution of this Agreement including but not limited to:
 - 20.1 the enforcement of the terms of this Agreement;
 - 20.2 the registration of this Agreement;
 - 20.3 the cancellation of this Agreement.

Service

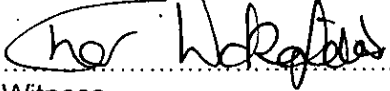
- 21. A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:
 - 21.1 by delivering it personally to that party;
 - 21.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
 - 21.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.
- 22. A notice or other communication is deemed served:
 - 22.1 if delivered, on the next following business day;
 - 22.2 if posted; on the expiration of two business days after the date of posting; or
 - 22.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

EXECUTED by the parties on the date set out at the commencement of this agreement.

SIGNED SEALED AND DELIVERED on)
behalf the **SURF COAST SHIRE COUNCIL**)
by Mark Davies pursuant to the instrument of)
delegation dated 23 September 2009 in the)
in the presence of:)



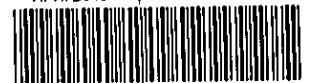
.....
Mark Davies



.....
Witness

AH609488P

11/11/2010 \$105.20 173



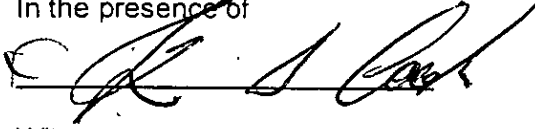
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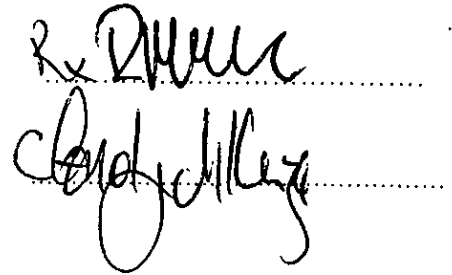


EXECUTED by RUSSELL LEONARD)
MCKENZIE AND CAROLYN JANE)
MCKENZIE)

In the presence of



Witness



AH609488P

11/11/2010 \$105.20 173



MORTGAGEE'S CONSENT

Commonwealth Bank of Australia as mortgagee under Mortgage No. AC654360F acknowledges and agrees to be bound by the terms of this agreement

Dated

Executed on behalf of Commonwealth Bank of Australia:

BENDIGO AND ADELAIDE BANK LIMITED as mortgagee under MORTGAGE AE 267275 L acknowledges and agrees to be bound by the terms of this agreement.

Victoria

EXECUTED by BENDIGO AND ADELAIDE)
BANK LIMITED ABN 11 068 049 178 by being)
signed by its Attorneys)
Lynette Margaret McGrath)
Linda maree Gilbert)
who certify that they are the Loans Officer)
Team Manager - Loan Services)
being authorised Officers of the Company)
under Power of Attorney dated 9 April)
2008 a certified copy of which is filed in)
Permanent Order Book No. 277 at Page 027)
Item 16 in the presence of:-)

Lynette McGrath
Attorney

Linda Gilbert
Attorney

Witness: *[Signature]*

Witness Full Name: Bernise Kathryn Wise

AH609488P

11/11/2010 \$105.20 173


"A"



Planning PERMIT

P.O. Box 350, Torquay, Victoria 3228
25 Grossmans Road, Torquay
Telephone (03) 5261 0600
Facsimile (03) 5261 4527

Planning scheme: SURF COAST PLANNING SCHEME
Responsible authority: SURF COAST SHIRE COUNCIL

Permit number:
10/0048A
Amended

Address of the land: 620 & 626 CAPE OTWAY RD, MORIAC.
Property number: 9370

The permit allows: **Resubdivision of the land into two lots. In accordance with the endorsed plans.**

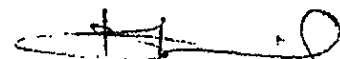
The following conditions apply to this permit:

1. Before the plan of subdivision can be certified, amended plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:
 - a) All bearings, distances, levels, street names, lot numbers, lot sizes, reserves and easements;
2. Before the statement of compliance is issued under the Subdivision Act 1988 the owner must enter into an agreement with the responsible authority made pursuant to section 173 of the *Planning and Environment Act 1987*, and make application to the Registrar of Titles to have the agreement registered on title to the land under section 181 of the Act, which provides for the following:
 - a) The subject land must (known as 620 Cape Otway Road Moriatic and 626 Cape Otway Road, Moriatic) must not be further subdivided. This Agreement shall end with the consent of Council at such time that the land is rezoned to a residential zone under the Surf Coast Planning Scheme.

The owner/operator under this permit must pay the reasonable costs of the preparation, execution and registration of the section 173 agreement.
3. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.
4. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
5. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
6. Each lot shown on the endorsed plans must be drained to the satisfaction of the Responsible Authority.
7. The layout and site dimensions of the proposed subdivision as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

Date Issued: 7/6/2010
Date Amended: 7/7/2010

Signature of the responsible authority:



Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

AH609488P

11/11/2010 \$105.20 173



Planning Permit No. 10/0048, Amended

Expiry of Permit:

In accordance with section 68 of the *Planning and Environment Act 1987*, this permit will expire if one of the following circumstances applies:

- The plan of subdivision is not certified within two years of the date of issue
- The registration of the subdivision is not completed within five years of the date of certification of the plan of subdivision

In accordance with section 69 of the *Planning and Environment Act 1987*, the responsible authority may extend the periods referred to if a request is made in writing before the permit expires, or within three months afterwards.

This permit incorporates the following amendments:

Date of amendment	Brief description of amendment
7/7/10	▪ Condition 2 added in relation to Section 173 Agreement

Date Issued: 7/6/2010

Date Amended: 7/7/2010

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

Signature of the responsible authority:

AH609461L

11/11/2010 \$105.20 173



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE M/
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged by:

Name: GSM LAYWERS
Phone: (03) 9419 2077
Address: 228 Smith Street, Collingwood 3066
Ref: CAF:RC:210236

Privacy Collection Statement

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

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: Volume 10995 Folios 638

Authority: Surf Coast Shire of 25 Grossmans Road, Torquay 3228

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: MARK DAVIES

(full name)

Date: 27.10.10

AH609461L

11/11/2010 \$105.20 173



Dated: the 17 day of October

2010

**SECTION 173 PLANNING AND ENVIRONMENT ACT
AGREEMENT**

**Section 173 Planning and Environment Act
Agreement**

**STRAUSS SUPERANNUATION NOMINEES PTY LTD ACN 071
842 245**

("Owner")

SURF COAST SHIRE COUNCIL
("Responsible Authority")

THIS AGREEMENT is made the 27th day of October 2010 pursuant to Section 173 of the *Planning and Environment Act 1987* ("the Act").

PARTIES:

1. **SURF COAST SHIRE COUNCIL** of 25 Grossmans Road, Torquay ("the **Responsible Authority**"); and
2. **STRAUSS SUPERANNUATION NOMINEES PTY LTD ACN 071 842 245** of 466 Punt Road, South Yarra ("the **Owner**")

RECITALS

- A. The Responsible Authority is responsible for the administration and enforcement of Surf Coast Planning Scheme ("the **Planning Scheme**") pursuant to the provisions of the Act.
- B. The Owner is registered as the proprietor of the land described in Certificate of Title Volume 10995 Folio 638 and known as 626 Cape Otway Road, Moriac ("the **Land**").
- C. On 7th June 2010, the Council issued amended Planning Permit 10/0048A ("the **Permit**"). A copy of the Permit is annexed to this Agreement and marked with the letter "A". The Permit provides for the subdivision of the land and the adjoining land described in Certificate of Title Volume 10783 Folio 691 and known as 620 Cape Otway Road, Moriac ("the **Adjoining Land**") in accordance with plans endorsed by Council.
- D. Condition 2 of the Permit requires the Owner and the owner on the Adjoining Land to enter into this Agreement prior to the issue of a Statement of Compliance by Council.
- E. The Owner has agreed to enter into this Agreement with Council concerning the subdivision of the Land in accordance with the Permit and the plans endorsed by Council.
- F. The parties agree that this Agreement will be treated as an Agreement pursuant to Section 173 of the Act.
- G. This Agreement shall come into force immediately upon execution by the parties and shall run with the Land.

IT IS AGREED THAT

Interpretation

1. The expression "**Owner**" shall be deemed to include his successors, assignees and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on his successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the Land ("the **Successors**") as if each of those Successors had separately executed this Agreement in addition to the Owner.
2. The parties agree that in the interpretation of this Agreement:
 - 2.1 The singular includes the plural and the plural includes the singular;
 - 2.2 A reference to a gender includes a reference to each other gender;
 - 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law;



- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 2.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.
- 2.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement;
- 2.7 The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals;
- 2.8 A reference to the words "**Planning Scheme**" includes any planning control in the form of or similar to a planning scheme and being a successor to the Surf Coast Planning Scheme;
- 2.9 A reference to the words "**Responsible Authority**" includes its successors as Responsible Authority for the Planning Scheme in which case any reference to the holder of an office with the Responsible Authority shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate.

Jurisdiction

3. For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

Severability

4. Notwithstanding Clause 1 and in the event that this Agreement is held not to be an agreement validly entered into or enforceable under the Act, it will nevertheless remain a contract between the parties and be enforceable as a contract in a Court of competent jurisdiction in the State of Victoria.
5. If a Court, Arbitrator, Tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

Undertaking of Owner

6. The Owner agrees and acknowledges that it will abide by and comply with the provisions of the Permit and will not make any modification to the provisions of the Permit unless it is to the satisfaction of the Council.

Disputes

7. In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal ("the **Tribunal**") for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the Act, such matters shall be and is hereby referred to arbitration for an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominate, for arbitration.

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8. Provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation thereto, such disputes shall be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
9. The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to in Clauses 7 and 8 and, unless the Arbitrator, chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

Owner's Covenants

10. The Owner warrants and covenants that no further subdivision of the Land to create any additional Lots shall take place.

Registration of Agreement

11. The Responsible Authority and the Owner shall do all things necessary (including signing any further agreement, acknowledgement or document) to enable the Responsible Authority to enter a Memorandum of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act.
12. Without limiting the operation or effect which this Agreement has, the Owner must ensure that until such time as a Memorandum of this Agreement is registered on the Title to the Land, successors in title shall be required to:
 - 12.1 Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
 - 12.2 Execute under seal a Deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

Notification to Successors in Title

13. The Owner shall not sell, transfer, assign or otherwise part with possession of the Land or any part thereof until this Agreement and the Section 181 Application has been lodged with Land Victoria by or on behalf of the Responsible Authority and entered on the Certificate of Title to the Land.
14. The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof without first disclosing to the intended purchaser, transferee or assignee the existence and nature of this Agreement.
15. The Owner and the Responsible Authority acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act and during the period of this Agreement the obligations imposed on the Owner, are conditions on which the Land may be used or developed for specified purposes and, are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Land and every part of the Land.

Owner May Apply for Planning Permit

16. The parties acknowledge and agree that this Agreement will not and is not intended to prejudice the rights of the Owner to make any application under the Planning Scheme for permission to use and develop the land or prevent or constrain the Responsible Authority



from considering and determining any such application (other than the Planning Permit) in accordance with the requirements of the Planning Scheme and the Act.

Registration of Agreement

17. The Owner must at its expense do all such acts, matters and things including, but not limited to signing of all documents as may be necessary or expedient to assist Council to register this Agreement at the Land Registry pursuant to Section 181 of the Act.

Consent of any Mortgage

18. The Owner must obtain the written consent of any person or persons registered or entitled from time to time to be registered as Mortgagees of the subject site or any part of the subject site, such consent must be in a form determined by Council from time to time.

Termination of Agreement

19. This Agreement shall end at the time that the Land is rezoned to a residential zone under the Surf Coast Planning Scheme.

Legal Costs

20. The Owner must pay all reasonable legal costs incurred by the Council in the negotiation, preparation, completion and execution of this Agreement including but not limited to:
 - 20.1 the enforcement of the terms of this Agreement;
 - 20.2 the registration of this Agreement;
 - 20.3 the cancellation of this Agreement.

Service

21. A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:
 - 21.1 by delivering it personally to that party;
 - 21.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
 - 21.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.
22. A notice or other communication is deemed served:
 - 22.1 if delivered, on the next following business day;
 - 22.2 if posted; on the expiration of two business days after the date of posting; or
 - 22.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

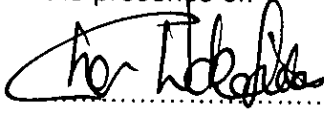


EXECUTED by the parties on the date set out at the commencement of this agreement.

SIGNED SEALED AND DELIVERED on)
behalf the SURF COAST SHIRE COUNCIL)
by Mark Davies pursuant to the instrument of)
delegation dated 23 September 2009 in the)
in the presence of:)

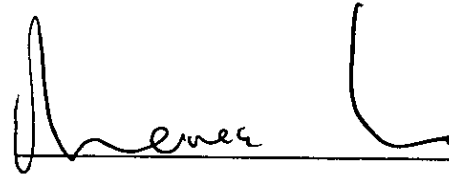


Mark Davies



Witness

EXECUTED by Strauss Superannuation) Nominees Pty Ltd ACN 071 842 245 in) accordance with section 127(1) of the) Corporations Act 2001 by being signed by:



Nigel Henry Mark Strauss

Full Name (print) NIGEL HENRY MARK STRAUSS

466 Punt Road, South Yarra Vic 3141

Usual Address

Therese Jane Strauss ~~THE~~

Full Name (print) THERESE JANE STRAUSS

466 Punt Road, South Yarra Vic 3141

Usual Address

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11/11/2010 \$105.20 173



"A"

AH609461L

11/11/2010 \$105.20 173




Planning PER.....

P.O. Box 350, Torquay, Victoria 3228
 25 Grossmans Road, Torquay
 Telephone (03) 5261 0600
 Facsimile (03) 5261 4527

Planning scheme: **SURF COAST PLANNING SCHEME**
 Responsible authority: **SURF COAST SHIRE COUNCIL**

Permit number:
10/0048A
Amended

Address of the land: **620 & 626 CAPE OTWAY RD, MORIAC.**
 Property number: **9370**

The permit allows: **Resubdivision of the land into two lots. in accordance with the endorsed plans.**

The following conditions apply to this permit:

1. Before the plan of subdivision can be certified, amended plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:
 - a) All bearings, distances, levels, street names, lot numbers, lot sizes, reserves and easements;
2. Before the statement of compliance is issued under the Subdivision Act 1988 the owner must enter into an agreement with the responsible authority made pursuant to section 173 of the *Planning and Environment Act 1987*, and make application to the Registrar of Titles to have the agreement registered on title to the land under section 181 of the Act, which provides for the following:
 - a) The subject land must (known as 620 Cape Otway Road Moriac and 626 Cape Otway Road, Moriac) must not be further subdivided. This Agreement shall end with the consent of Council at such time that the land is rezoned to a residential zone under the Surf Coast Planning Scheme.

The owner/operator under this permit must pay the reasonable costs of the preparation, execution and registration of the section 173 agreement.
3. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.
4. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
5. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
6. Each lot shown on the endorsed plans must be drained to the satisfaction of the Responsible Authority.
7. The layout and site dimensions of the proposed subdivision as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

Date Issued: **7/6/2010**

Date Amended: **7/7/2010**

Signature of the responsible authority:

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

AH609461L



Planning Permit No. 10/0048 Amended

Expiry of Permit:

In accordance with section 68 of the *Planning and Environment Act 1987*, this permit will expire if one of the following circumstances applies:

- The plan of subdivision is not certified within two years of the date of issue
- The registration of the subdivision is not completed within five years of the date of certification of the plan of subdivision

In accordance with section 69 of the *Planning and Environment Act 1987*, the responsible authority may extend the periods referred to if a request is made in writing before the permit expires, or within three months afterwards.

This permit incorporates the following amendments:

Date of amendment	Brief description of amendment
7/7/10	▪ Condition 2 added in relation to Section 173 Agreement

Date Issued: 7/6/2010

Date Amended: 7/7/2010

Signature of the responsible authority:

Note: Under Part 4, Division 1A of the *Planning and Environment Act 1987*, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

PLANNING PERMIT

GRANTED UNDER SECTION 96I OF THE
PLANNING AND ENVIRONMENT ACT 1987

Permit No.: 17/0295

Planning scheme: Surf Coast Planning Scheme

Responsible authority: Surf Coast Shire Council

ADDRESS OF THE LAND: 600, 620, 626 AND 640 CAPE OTWAY ROAD, MORIAC (Lot 2 on TP837139M; Lot 2 on PS633588F; Lot 1 on PS633588F; Lot 1 on TP9612)

THE PERMIT ALLOWS: STAGED SUBDIVISION OF THE LAND AND CREATION OF EASEMENTS IN ACCORDANCE WITH THE ENDORSED PLANS AND DOCUMENTS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Amended Plans

1. Before the plan of subdivision for the first stage is certified under the *Subdivision Act 1988*, amended plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and then form part of the permit. The plans must be drawn to scale with dimensions the three copies must be provided. The plans must be generally in accordance with the 'Site Analysis and Plan of Indicative Building and Effluent Envelopes and Driveways DWG 13850-02-PP Rev 6', but modified to show:
 - a) Naming of the streets in accordance with geographic place naming guidelines and Council policy for place naming.
 - b) Defendable space envelopes for each lot that interfaces with an external title boundary. The envelope must cover all the land on the lot between the external title boundary and *the bushfire setback line*.
 - c) A temporary vehicle turn-around to the satisfaction of the responsible authority at the north end of the eastern internal road to be constructed at stage 2.
 - d) All existing buildings and works, including their use and clear identification of whether they are to be retained or removed. Any outbuildings must not be retained unless located on a proposed lot with an existing dwelling that is also being retained.
 - e) Functional layout of carriageways, parking bays, footpaths, cycle paths/shared paths, crossovers and traffic control devices, which shall include:
 - i) 1.5 metre wide concrete pathway on the northern side of Cape Otway Road for the width of the site frontage.
 - ii) 1.5 metre wide concrete footpath on one side of all roads within the subdivision.

Date issued:

OFFICIAL

Date permit comes into operation:

(or if no date is specified, the permit comes into operation on the same day as the amendment to which the permit applies comes into operation)


Signature for the responsible authority:



- iii) Details of a shared access driveway for Lots 17 and 18, utilising a single crossover onto Cape Otway Road.
 - iv) The relocation of the access driveway for Lot 19 from Cape Otway Road to the eastern court.
 - v) A nominated location for a pedestrian crossing between Clarke Court and the existing bus shelter on the northern side of Cape Otway Road.
 - vi) Drainage infrastructure in accordance with the endorsed stormwater management plan.
 - vii) Locations and offsets for all utility services.
 - viii) Typical cross sections for each road type. The cross-sections shall demonstrate sufficient area for planting of street trees generally in accordance with the Streetscape Master Plan approved under condition 8.
 - ix) Topography.
 - x) The widening of court bowl reserves from 30 metres to 32 metres.
2. Before the plan of subdivision for the first stage is certified under the *Subdivision Act 1988*, an amended staging plan to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plan will be endorsed and then form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided. The plan must be generally in accordance with the Staging Plan, DWG 13850-02-STAGING REV:01, Dated 24-04-19, prepared by TGM, but modified to show:
- a) the changes required by condition 1 of this permit.
3. Before a plan of subdivision is certified for each stage under the *Subdivision Act 1988*, amended plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:
- a) All bearings, distances, levels, street names, lot numbers, lot sizes, reserves and easements.
 - b) Other information relevant to the land such as dams, wells, filled land, land subject to inundation, and the like.
 - c) Easements in favour of the Surf Coast Shire to the satisfaction of the responsible authority.

Stormwater Management Plan


4. Before the plan of subdivision for the first stage is certified under the *Subdivision Act 1988*, a Stormwater Management Plan (three copies) to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must ensure that stormwater and drainage discharge from the development site meets current best practice performance objectives for stormwater (Urban Stormwater Best Practice Environmental Management Guidelines (CSIRO 1999)) and must include:

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- a) A construction site plan that incorporates the stormwater management measures to be implemented during the construction phase of the development and outlines in detail how stormwater is to be managed, including sediment controls, during both the land development phase and the building phase. The plan should have regard to the Construction Techniques for Sediment Pollution Control (EPA 1991) and Environmental Guidelines for Major Construction Sites (EPA 1995). The management controls are to be regularly monitored and maintained.
 - b) The proposed drainage network including special features (overland flow paths, outfall drains, wetlands and/or waterways).
 - c) Maintenance responsibilities, requirements and costs for the stormwater infrastructure installed.
 - d) Staging of the delivery of stormwater management infrastructure, including temporary infrastructure.
 - e) Maintenance of the stormwater treatment facilities for 2 years after the Certificate of Practical Completion is issued for the final stage of the development, excluding hard Civil Works (i.e. concrete works, pipes and structures) that will otherwise have a maintenance period of 3 months.
5. Each lot shown on the endorsed plans must be drained to the satisfaction of the responsible authority.

Construction Management Plan

6. Prior to the commencement of works for each stage, a Construction Management Plan (three copies) to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must address the following matters:
- a) Measures to minimise the impact of construction vehicles arriving at, queuing and departing from the land. These measures shall include a requirement to instruct heavy vehicle operators, travelling to and from the subject land, to avoid unnecessary movements through the centre of Moriac during school pick up and drop off times.
 - b) Measures to prevent access to the railway land.
 - c) Noise attenuation measures to be put in place to protect the amenity of nearby residents during construction having regard to the EPA Guidelines on Construction and Demolition Noise.
 - d) Measures to prevent the run-off of water or movement of soil, waste or other materials.
 - e) Measures to accommodate the private vehicles of workers/tradespersons.
 - f) Details of the location of all construction equipment and facilities, including delivery points, storerooms, toilets, temporary offices and workers' facilities.
 - g) Measures to minimise the generation and dispersal of dust.
 - h) Details of a 24-hour hotline for access to a contact person or project manager accountable for the project and compliance with the CMP.
 - i) Arrangements for waste collection and other services to be provided during

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construction. All waste and debris collected on site during the period of construction is to be removed off site. Waste, including vegetation, must not be burnt on site.

- j) Details of the haul route for transport of excess materials from the site and delivery of materials to the site.
- k) Inspection and documentation of haul route with a representative of the Responsible Authority to audit condition of haul route prior to and post construction with any damage identified to be rectified by the contractor at their expense.
- l) Protect Council assets, including roads.
- m) Measures to protect existing vegetation on directly adjoining land to the east and to the west of the subject site. Protection measures must address potential impacts associated with fence construction and excavation required to accommodate effluent fields.
- n) A restriction preventing the use of vibrating rollers within 50 metres of an existing dwelling.
- o) A requirement to consult with the owners and occupiers of directly adjoining properties prior to the commencement of any stone extraction, undertaken by mechanical or other means, to allow the construction of subdivision works.


Construction Plans

7. Before any construction works associated with each stage of the subdivision start, detailed construction plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be in accordance with the endorsed functional layout plans and must include:
- a) Fully sealed road pavements with concrete edge strip, 6.2 metres back-to-back.
 - b) Concrete footpaths.
 - c) Vehicle crossing to each lot.
 - d) Drainage in accordance with the endorsed Stormwater Management Plan.
 - e) Street lighting including energy efficient street lamps.
 - f) Street signs.
 - g) Fire hydrants.
 - h) Details of any cut and fill.

All works constructed or carried out must be in accordance with those plans.

Landscape Plans


8. Before the certification of any stage of the subdivision under the *Subdivision Act 1988*, a Streetscape Master Plan must be provided for the whole site, inclusive of the road reserve on Cape Otway Road to the satisfaction of the responsible authority. When approved, the plan will form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided. The plan must show:
- a) Street tree planting themes. Preference should be given to locally indigenous tree

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- species but native, exotic or heritage themed species will be considered.
- b) Cross sections of internal roads to the development indicating how the proposed drainage swales, street lights, services, footpaths and street trees will be facilitated within a sufficient road reserve to allow for 'exclusion zones' for utilities.
 - c) Demonstrate consideration of appropriate offsets and sight line requirements for vehicles entering and exiting the proposed streetscape network.
 - d) At least two street trees per lot frontage.
9. Before the commencement of landscaping works for each stage, detailed landscape plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the endorsed Streetscape Master Plan and must include:
- a) A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant.
 - b) Street tree planting detail. Where the plan includes the planting of species from the family Myrtaceae, the plan must specify appropriate measures to control the introduction and spread of the disease Myrtle Rust (*Uredo rangeli*), such as quarantining of plants and inspections prior to planting.
 - c) Site works specification and method of preparing, draining, watering and maintaining the landscaping.
 - d) Proposed maintenance schedule for all landscape works.
 - e) Fencing along the northern boundary shared with the railway line. The fencing is to be adequate to prevent unauthorised access to the rail corridor.
 - f) Rural post and wire fencing to be constructed along the western and eastern boundaries of the subject land.
 - g) A schedule of works for the management of declared noxious weeds and pest animals during construction and for a subsequent two-year maintenance period in accordance with the responsibilities under Section 20 of the *Catchment and Land Protection Act 1994*. Namely take all reasonable steps to prevent the spread of and as far as possible, eradicate established pest animals; eradicate regionally prohibited weeds; and prevent the growth and spread of regionally controlled weeds.
 - h) Plans for the removal or trimming of vegetation on the northern side of Cape Otway Road to create safe site distances to and from the proposed entrance to Lot 1 and the intersection of Cape Otway Road and the western court, to the satisfaction of the responsible authority.

Commencement of landscaping works

10. The responsible authority (Parks and Open Space Coordinator or other delegated officer) must be contacted for inspection at least 48 hours prior to the commencement of each of the following:
- a) Street tree planting for confirmation of an approval of set out of the location of street trees.

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- b) Planting of the first street tree within the streetscape for inspection of the installation hole.

Landscape Maintenance

- 11. The landscape plantings for each stage must be maintained for a period of 2 years after the agreed date of practical completion to the satisfaction of the responsible authority. A logbook is to be kept during the maintenance period of what maintenance work has been done and what materials, including toxic materials, have been used. The logbook must be available upon reasonable request by the responsible authority. Any damage to landscaping works during this time, including diseased plants and vandalism, must be rectified at the cost of the developer to the satisfaction of the responsible authority.
- 12. Prior to handover of landscape works following completion of the 2-year maintenance period the responsible authority (Parks and Open Space Coordinator or other delegated officer) must be contacted for an inspection 3 months prior to the expected handover date. Defects are to be agreed and documented. Defects are to be rectified and a minimum 48 hours' notice is to be provided for attendance at a final handover meeting at the completion of the maintenance period and all rectification works.
- 13. Declared noxious weeds and pest animals are to be controlled across the development site and during the 2-year maintenance period in accordance with the schedule of works in the endorsed landscape plans.

Access

- 14. The following requirements shall apply to vehicle crossings and driveways that shall be constructed to the satisfaction of the responsible authority:
 - a) Entrance culverts with end walls and suitable pavement material must be constructed to suit the proposed driveways to the satisfaction of the responsible authority.
 - b) Redundant vehicle crossings shall be removed and kerb and channel or other approved road edgings reinstated to suit existing works.
 - c) A "Non-Utility - Minor Works" permit shall be obtained from the Coordinating Road Authority defined in the *Road Management Act 2004* prior to any works being undertaken in road reserves.

Endorsed Plans


- 15. The development, including the layout and site dimensions of the proposed subdivision as shown on the endorsed plans must not be altered without the written consent of the responsible authority.

Staging

- 16. The subdivision must proceed in the order of stages shown on the endorsed plans unless otherwise agreed in writing by the responsible authority.

Requirements to be satisfied before Statement of Compliance

- 17. Prior to the issue of a statement of compliance under the *Subdivision Act 1988* for each stage of the subdivision, the applicant must provide in accordance with the endorsed plans and to the

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satisfaction of the responsible authority:


- a) Roadworks and footpaths, including the footpath along Cape Otway Road.
- b) Stormwater management works.
- c) Landscaping, including fencing, in accordance with the endorsed landscape plans.
- d) Street lighting and street signs.
- e) All vehicle crossings where shown on the endorsed plans to be constructed.
- f) Re-compaction of all uncompacted fill material to a minimum of 95% Standard Compaction. Testing shall be undertaken by a NATA registered laboratory with results provided to the responsible authority as soon as they become available.
- g) Asset information in digital format to include drainage data as per "D-Spec" the Consultant/Developer Specifications for the delivery of drainage data to Local Government.
- h) Demolition and removal from the land of existing buildings and works identified on the plans endorsed under condition 1 of this permit.

Section 173 Agreement

18. Before a statement of compliance is issued under the *Subdivision Act 1988*, the owner must enter into an agreement with the responsible authority made pursuant to section 173 of the *Planning and Environment Act 1987*, and make application to the Registrar of Titles to have the agreement registered on title to the land under section 181 of the Act, which provides for the following:

- a) All effluent shall be disposed of within the curtilage of the land and shall not drain directly or indirectly onto an adjoining property, street or any watercourse or drain.
- b) Before the commencement of construction of a dwelling (including outbuildings with plumbing fixtures) the owner must obtain from Surf Coast Shire Council a permit to install or alter a septic tank system.
- c) An application to install or alter a septic tank on lots on Lots 9, 10, 23, 29 must be accompanied by a site-specific Land Capability Assessment. The Land Capability Assessment must have regard to the Land Capability Assessment Report written by Provincial Geotechnical Pty Ltd dated 26 June 2017 and revised 30 July 2018.
- d) Once installed the effluent disposal area must be protected from further buildings or works, including the maintenance of setbacks, and protected from compaction (such as by the passage of vehicles).
- e) For a lot that contains a defensible space envelope, all buildings, excepting swimming pools, tennis courts and a boundary fence, must be located outside of the defensible space envelope.
- f) A restriction requiring the maintenance of rural post and wire fencing along the western and eastern boundaries of the subject land to the satisfaction of the responsible authority.

The owner must pay the reasonable costs of the preparation, execution and registration of the section 173 agreement.

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Payment in lieu of open space

19. Before the statement of compliance is issued under the *Subdivision Act 1988*, the applicant or owner must pay to the responsible authority, as a financial contribution to open space, a sum equivalent to 5 per cent of the site value of all residential land, including roads but excluding drainage reserves, in the subdivision.

Statement of Compliance with deferment of Civil Works

20. Before the issue of a statement of compliance for any stage, the applicant may seek the agreement of the Council under section 21(1)(b)(ii) of the *Subdivision Act 1988* to the issue of the statement of compliance, but with deferment of completion of specified civil construction works shown on the endorsed construction plans provided the following requirements have been met:
- a) All relevant authorities have consented to the issue of the Statement of Compliance.
 - b) Civil construction works have been completed except one or more of concrete works (excluding kerb and channel) and wearing course asphalt.
 - c) An amount equivalent to 150 per cent of the agreed estimate cost of outstanding civil construction works will be required by the responsible authority as security deposit.
 - d) A works program is provided setting out the proposed timing of all outstanding construction works.


Upon completion of the deferred civil construction works the applicant must notify the Council to enable its inspection. If the works have been completed to its satisfaction, the Council must refund fully the security deposit.

Statement of Compliance with deferment of Landscape Works

21. Before the issue of a statement of compliance for any stage, the applicant may seek the agreement of the Council under section 21(1)(b)(ii) of the *Subdivision Act 1988* to the issue of the statement of compliance, but with deferment of completion of all or part of landscape construction and planting works shown on the endorsed plans provided the following requirements have been met:
- a) An amount of \$500 for each outstanding street tree planting lodged with the responsible authority as security deposit.
 - b) An amount equivalent to 150 per cent of the agreed estimated cost (demonstrated by agreed tender values) of outstanding streetscape / landscape construction and maintenance works lodged with the responsible authority as security deposit.
 - c) A works program is provided setting out the proposed timing of all outstanding landscape construction works.

Upon completion of the deferred landscape construction works the applicant must notify the Council to enable its inspection. If the works have been completed to its satisfaction, the Council must refund fully the security deposit.

Bonding of any landscape planting will not be granted outside of the period December to February unless extenuating circumstances can be demonstrated to the Council for consideration as a rationale for the delay.

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Bonding of any construction will not be granted unless extenuating circumstances can be demonstrated to the responsible authority for consideration as a rationale for the delay.

Haul Route

- 22. Prior to the issue of the statement of compliance for the final stage under the *Subdivision Act 1988*, the applicant must rectify any damage to the haul route to the satisfaction of the responsible authority.

Telecommunication Services

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

Expiry of Permit


- 25. This permit will expire if one of the following circumstances applies:
 - a) The plan of subdivision for the first stage is not certified under the *Subdivision Act 1988* within two years of the date of this permit.
 - b) The subdivision is not completed within five years after the certification of the plan of subdivision for the first stage under the *Subdivision Act 1988*.

The responsible authority may extend the periods referred to in accordance with the provisions of the *Planning and Environment Act 1987*.

Barwon Water Conditions

General

- 26. The plan of subdivision must be referred to Barwon Water in accordance with the *Subdivision Act 1988* and any subsequent amendments to the plan provided to Barwon Water.

Date issued:	Date permit comes into operation: (or if no date is specified, the permit comes into operation on the same day as the amendment to which the permit applies comes into operation)	Signature for the responsible authority:
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27. The owner shall create easements for Pipelines or Ancillary Purposes and or reserves in favour of Barwon Region Water Corporation on the plan of subdivision in accordance with Barwon Water's Land Development Manual, without cost to Barwon Water, over existing and proposed potable water infrastructure within the land. If further easements or reserves are required following design of the required infrastructure these must be added to the plan of subdivision prior to seeking Barwon Water's consent to the issue of a statement of compliance for the subdivision.
28. The developer is to apply to Barwon Water for details relating to servicing requirements and costing for the provision of a potable water supply to the proposal.

Water


29. The provision and installation of individual water services to all lots in the subdivision.
30. The payment of New Customer Contributions for water for each additional connection which includes any new lot on a plan of subdivision and/or any apartment, unit or premises within the development that is or can be separately metered or water supply.
31. Additional tappings are to be supplied to service the proposed development. A dimensioned plan showing the location of all new tappings relative to allotment boundaries is to be submitted, where a meter is not being fitted. Note that tappings and services are not to be located under existing or proposed driveways.
32. Reticulated water mains or a water main extension are/is required to service the proposed development. This work must be designed by a Barwon Water accredited Consulting Engineer and constructed by a Barwon Water accredited Contractor following the "Developer Works" process.
33. Barwon Water's record indicate that an existing private water service and meter is located on this property. A dimensioned plan showing the location of existing meters, and the location of the meter relative to the existing boundaries, and its number, is to be submitted. Private water service pipes are not permitted to cross allotment boundaries and must be plugged and abandoned at the boundaries of such allotments.
34. Strategic potable water infrastructure is required. Strategic potable water assets include an inline booster pumping station for potable water supply. The potable water pumping station is considered reticulation assets and to be delivered following Barwon Water's Developer Works Process". The process to deliver and funding of these assets will be determined at the time a Developer Deed is issued for the development.

Conditions required by Country Fire Authority

35. The subdivision as shown on the endorsed plans must not be altered without the consent of CFA.

Hydrants

36. Prior to the issue of a statement of compliance under the *Subdivision Act 1988*, the following requirements must be met to the satisfaction of the CFA:
 - a) Above or below ground operable hydrants must be provided. The maximum distance between these hydrants must be no more than 120 metres apart.
 - b) The hydrants must be identified with marker posts and road reflectors as applicable to the satisfaction of the Country Fire Authority.

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Note: CFA's requirements for identification of hydrants are specified in 'Identification of Street Hydrants for Firefighting Purposes' available under publications on the CFA web site (www.cfa.vic.gov.au)

Roads

37. Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width:
- a) The average grade must be no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 meters. Dips must have no more than a 1 in 8 (12%) (7.1 degree) entry and exit angle.
 - b) Curves must have a minimum inner radius of 9 metres.
 - c) Have a minimum trafficable width of 4 metres and 4 metres above the access way.
 - d) Roads more than 60 metres in length from the nearest intersection must have a turning circle with a minimum radius of 8 metres (including roll-over kerbs if they are provided) T or Y heads of dimensions specified by the CFA may be used as alternatives.

Powercor Conditions

38. The plan of subdivision submitted for certification under the *Subdivision Act 1988* shall be referred to the Distributor in accordance with Section 8 of that Act.
39. The applicant shall provide an electricity supply to all lots in the subdivision in accordance with the Distributor's requirements and standards.

Notes: Extension, augmentation or rearrangement of the Distributor's electrical assets may be required to make such supplies available, with the cost of such works generally borne by the applicant.

40. The applicant shall ensure that existing and proposed buildings and electrical installations on the subject land are compliant with the Victorian Service and Installation Rules (VSIR).


Notes: Where electrical works are required to achieve VSIR compliance, a registered electrical contractor must be engaged to undertake such works.

41. The applicant shall, when required by the Distributor, set aside areas within the subdivision for the purposes of establishing a substation or substations.

Notes: Areas set aside for substations will be formalised to the Distributor's requirements under one of the following arrangements:

- Reserves established by the applicant in favour of the Distributor.
- Substation lease at nominal rental for a period of 30 years with rights to extend the lease for a further 30 years. The Distributor will register such leases on title by way of a caveat prior to the registration of the plan of subdivision.

42. The applicant shall establish easements on the subdivision for all existing Distributor electric lines where easements have not been otherwise provided on the land and for any new powerlines to service the lots or adjust the positioning existing easements.

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Notes:

- Existing easements may need to be amended to meet the Distributor’s requirements.
- Easements required by the Distributor shall be specified on the subdivision and show the Purpose, Origin and the In Favour of party as follows:

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
	Power Line		Section 88 - Electricity Industry Act 2000	Powercor Australia Ltd

This permit has been extended for 2 year/s, Planning Permit No. 17/0295 will now expire on 22 October 2027 if the subdivision has not commenced

Signed: Ben Hynes Date: 31 October 2025

Date issued:

OFFICIAL

Date permit comes into operation:

(or if no date is specified, the permit comes into operation on the same day as the amendment to which the permit applies comes into operation)

Signature for the responsible authority:



IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit. The permit was granted by the Minister under section 96I of the **Planning and Environment Act 1987** on approval of Amendment No. C124surf to the Surf Coast Planning Scheme.

WHEN DOES THE PERMIT BEGIN?

The permit operates from a day specified in the permit being a day on or after the day on which the amendment to which the permit applies comes into operation.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of a permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if—
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision—
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- In accordance with section 96M of the **Planning and Environment Act 1987**, the applicant may not apply to the Victorian Civil and Administrative Tribunal for a review of any condition in this permit.

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From www.planning.vic.gov.au at 02 March 2026 01:18 PM

PROPERTY DETAILS

Address: **626 CAPE OTWAY ROAD MORIAC 3240**
 Lot and Plan Number: **Lot 1 PS633588**
 Standard Parcel Identifier (SPI): **1\PS633588**
 Local Government Area (Council): **SURF COAST**
 Council Property Number: **9410**
 Planning Scheme: **Surf Coast**
 Directory Reference: **Vicroads 93 D5**

www.surfcoast.vic.gov.au

[Planning Scheme - Surf Coast](#)

UTILITIES

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

STATE ELECTORATES

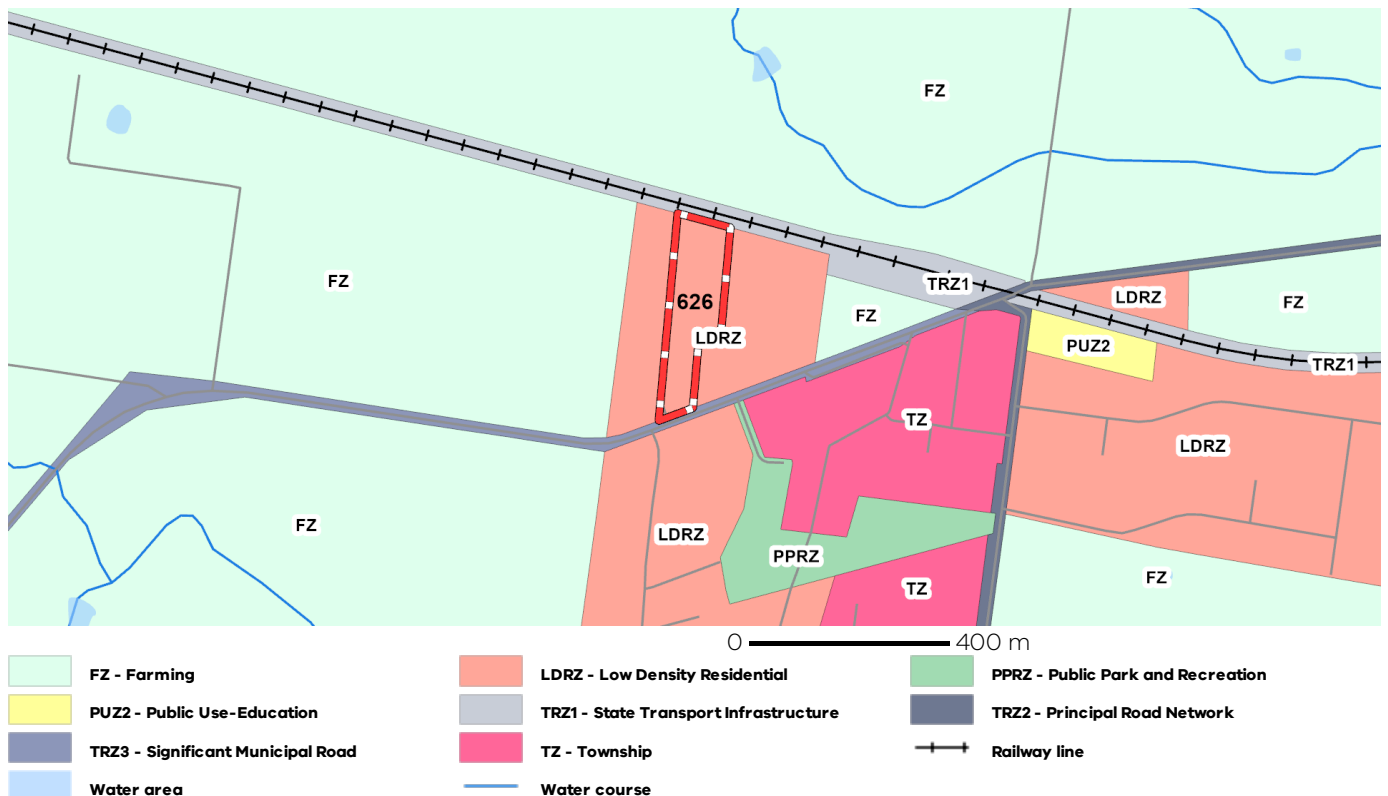
Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **SOUTH BARWON**
 Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)

[SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)



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

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

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

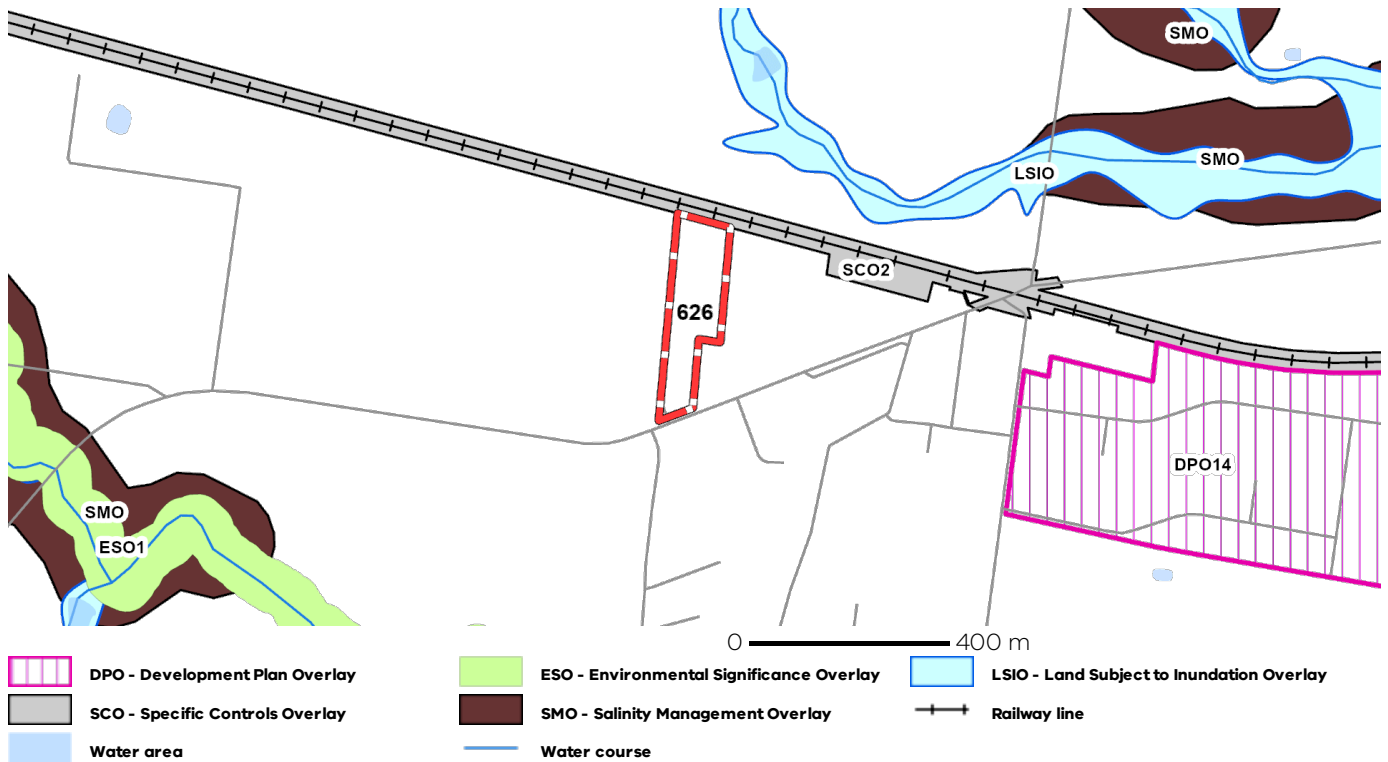
[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)

[SALINITY MANAGEMENT OVERLAY \(SMO\)](#)



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

Further Planning Information

Planning scheme data last updated on 27 February 2026.

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

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

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

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

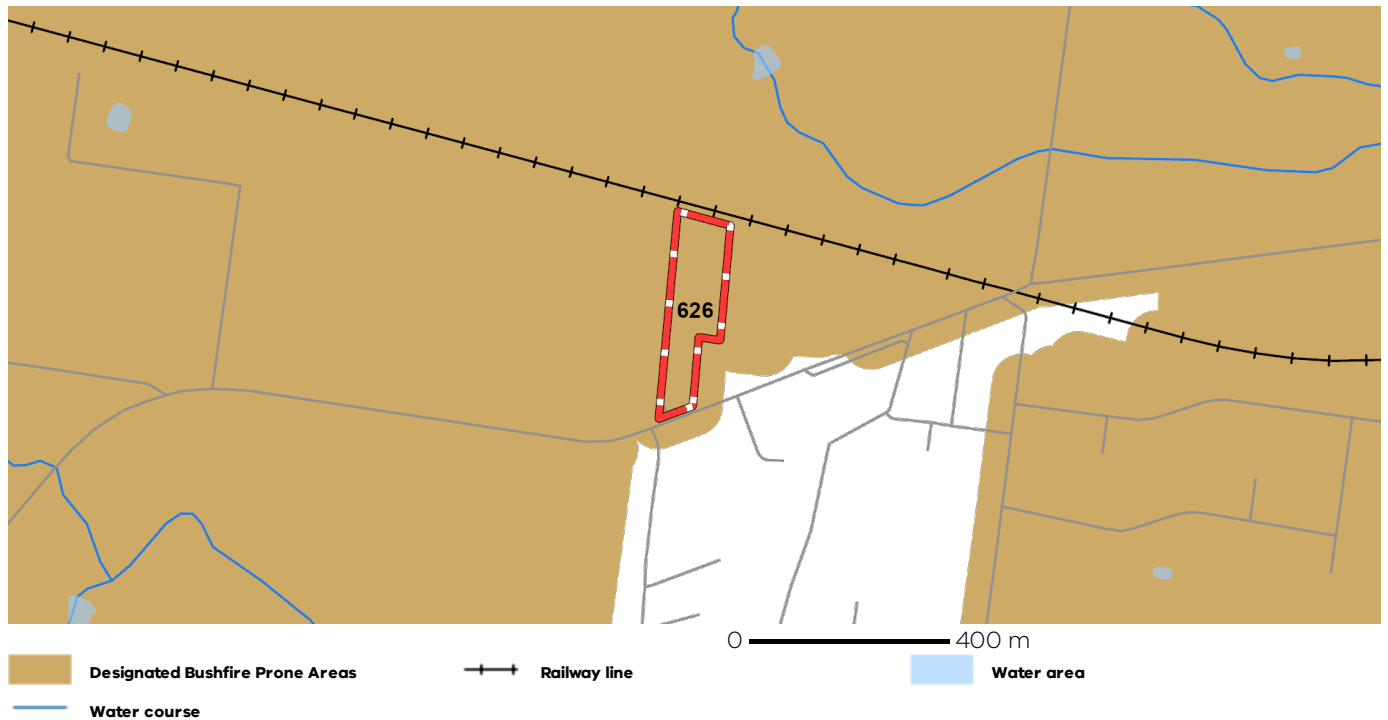
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Created at 02 March 2026 01:18 PM

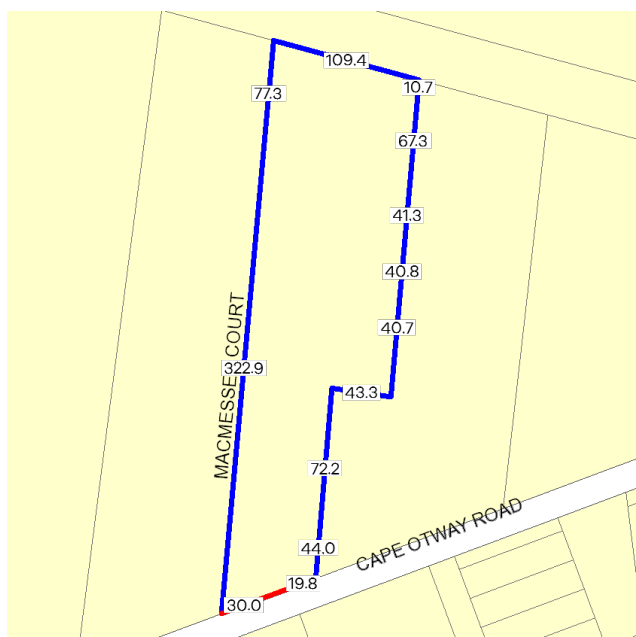
PROPERTY DETAILS

Address: **626 CAPE OTWAY ROAD MORIAC 3240**
 Lot and Plan Number: **Lot 1 PS633588**
 Standard Parcel Identifier (SPI): **1\PS633588**
 Local Government Area (Council): **SURF COAST**
 Council Property Number: **9410**
 Directory Reference: **Vicroads 93 D5**

www.surfcoast.vic.gov.au

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 35849 sq. m (3.58 ha)

Perimeter: 1013 m

For this property:

- Site boundaries
- Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

5 overlapping dimension labels are not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

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**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

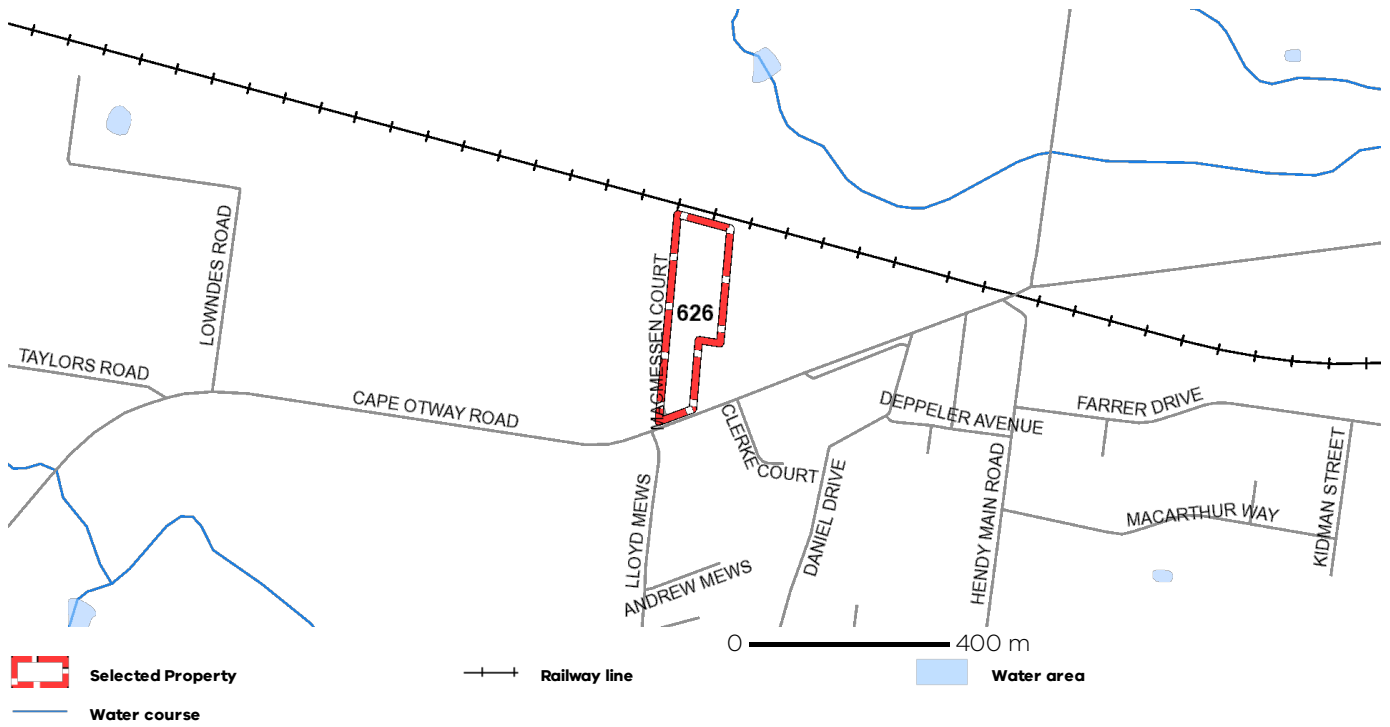
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

Assessment Number: 9410
Certificate Number: 39764
Issue Date: 04/03/2026

Property Location: 626 Cape Otway Road MORIAC 3240

Legal Description: LOT: 1 PS: 633588F

Capital Improved Value: \$945,000
Site Value: \$945,000
Net Annual Value: \$47,250

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

RATES CHARGES AND OTHER MONIES:

Rates, Charges & Levies (for period 1 July 2025 to 30 June 2026)	
Rates General	\$1,405.12
Municipal Charge	\$238.00
Residential ESVF Fixed Charge	\$136.00
Residential ESVF Variable Charge	\$163.49
Arrears to 30/06/2025:	\$0.00
Interest to 20/01/2026:	\$0.00
Adjustments:	\$0.00
Less Pensioner Rebates/Remissions:	\$0.00
Payments/Adjustments Made:	-\$1,942.61
Balance of rates and charges owed:	<u>\$0.00</u>
Additional Monies Owed:	
Debtor Balance Owing	
Special Rates and Charges:	
nil	
nil	
Total rates and charges/additional monies owed:	\$0.00*

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

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

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

MISCELLANEOUS INFORMATION

Emergency Services and Volunteers Fund (ESVF)

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

IMPORTANT INFORMATION

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council and specified flood level by the Council (if any).

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

A verbal update of information included in this Certificate will be provided for up to two (2) months after date of issue but Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

For settlement purposes after two (2) months a new Certificate must be applied for.

Please note the payments are subject to clearance of any cheque.



Telephone & Internet Payment Option – BPAY®

Biller Code: 34199

Reference Number: 94105

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

A handwritten signature in black ink, appearing to read 'M. Rennie'.

COORDINATOR REVENUE

Your Reference: 79802779-013-3

Landata
PO Box 500
EAST MELBOURNE VIC 8002

Property Clearance Certificate

Land Tax



BELINDA COOK

Your Reference:	LD:79802779-010-2.265451E1
Certificate No:	97993157
Issue Date:	02 MAR 2026
Enquiries:	ESYSPROD

Land Address: 626 CAPE OTWAY ROAD MORIAC VIC 3240

Land Id	Lot	Plan	Volume	Folio	Tax Payable
31129601	1	633588	11240	546	\$4,320.00

Vendor: MICHAEL MEESEN BUILDER PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MICHAEL MESSEN BUILDER PTY LTD	2026	\$945,000	\$4,320.00	\$0.00	\$4,320.00

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

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$945,000
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SITE VALUE (SV):	\$945,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$4,320.00
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Notes to Certificate - Land Tax

Certificate No: 97993157

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 = \$4,320.00

Taxable Value = \$945,000

Calculated as \$2,250 plus (\$945,000 - \$600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$9,450.00

Taxable Value = \$945,000

Calculated as \$945,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billor Code:5249
Ref: 97993157

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: 97993157

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



BELINDA COOK

Your Reference:	LD:79802779-010-2.265451E1
Certificate No:	97993157
Issue Date:	02 MAR 2026
Enquires:	ESYSPROD

Land Address: 626 CAPE OTWAY ROAD MORIAC VIC 3240

Land Id	Lot	Plan	Volume	Folio	Tax Payable
31129601	1	633588	11240	546	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
103	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:	\$945,000
SITE VALUE:	\$945,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97993157

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



BELINDA COOK

Your Reference: LD:79802779-010-2.265451E1

Certificate No: 97993157

Issue Date: 02 MAR 2026

Land Address: 626 CAPE OTWAY ROAD MORIAC VIC 3240

Lot	Plan	Volume	Folio
1	633588	11240	546

Vendor: MICHAEL MEESEN BUILDER PTY LTD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 97993157

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 97993158</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 97993158</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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Information Statement Part A

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

INSTALLATION NUMBER: 15809298 **APPLICATION NUMBER:** 519854 **DATE:** 02/03/2026
PROPERTY ADDRESS: 626 CAPE OTWAY RD, MORIAC, VIC 3240
YOUR REFERENCE: 265451E1
OWNER: Michael Meeson Builder Pty Ltd
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/01/2026 to 31/03/2026. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

		Value	GST	Price
Water Service Charge		37.12	0.00	37.12
Total Service Charge	\$	<u>37.12</u>	<u>0.00</u>	<u>37.12</u>

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

Charges Due & Payable

		Value	GST	Price
Water Service Charge		37.12	0.00	37.12
TOTAL DUE	\$	<u>37.12</u>	<u>0.00</u>	<u>37.12</u>

Important Information

Due date for Billed Service and Volume Charges 30/03/2026

The water meter for this property was last read on 25/02/2026. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

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

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

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

* **PLEASE NOTE:** Verbal confirmation will not be given after 01/05/2026. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 01/05/2026 and a fee will be payable.

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

Manager Customer Centre

Belinda Cook C/- GXS
Two Melbourne Quarter, Level 13, 697 Collins Street Docklands



Bill Code: 585224

Ref Code: 6900 0001 0004 3470 7

Information Statement Part B

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

02-03-2026

Belinda Cook C/- GXS
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 626 CAPE OTWAY ROAD MORIAC 3240

I refer to your application received at this office on 02/03/2026. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

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

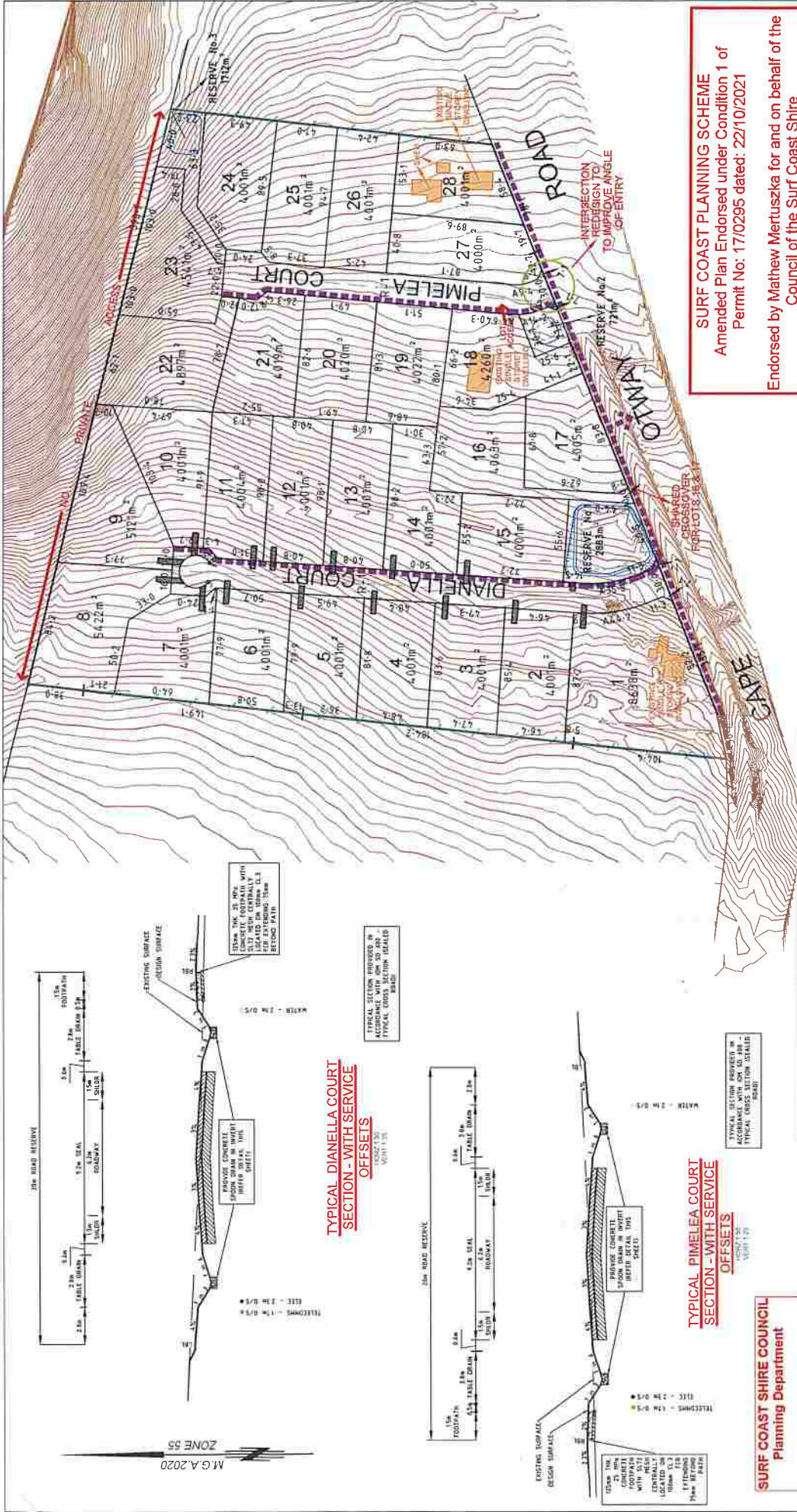
Our Ref: EC519854

Your Ref: 265451E1

Agent Ref: 79802779-018-8

Yours faithfully.

Manager Customer Centre



SURF COAST PLANNING SCHEME
 Amended Plan Endorsed under Condition 1 of
 Permit No: 17/0295 dated: 22/10/2021

Endorsed by Mathew Mertuszka for and on behalf of the
 Council of the Surf Coast Shire
 Date: 06/03/2025

Sheet No: 1 of 3

Job Number: 304400891
 Sheet: 1 of 3
 Date of Issue: 06/03/2025
 Date of Survey: 21/12/2023

LENGTHS ARE IN METRES

25 0 25 50 75 100 125

At Size **A3**

1:2500

Survey: GPIAM Drawn: AD Checked: GP

DWG: **304400891-201-PP** REV: **6**

PLAN OF PROPOSED SUBDIVISION

CAPE OTWAY ROAD
 MORIAC
 VARIOUS

- LEGEND**
- EXISTING BUILDING
 - INDICATIVE WALKING PATH (1.5m WIDE)
 - NEW 'OPEN RURAL' BOUNDARY TO BE CONSTRUCTED BY THE DEVELOPER. CONSTRUCTION WILL BE EMPLOYED TO ENSURE THAT NEW FENCING DOES NOT IMPACT EXISTING VEGETATION ON ADJOINING LAND

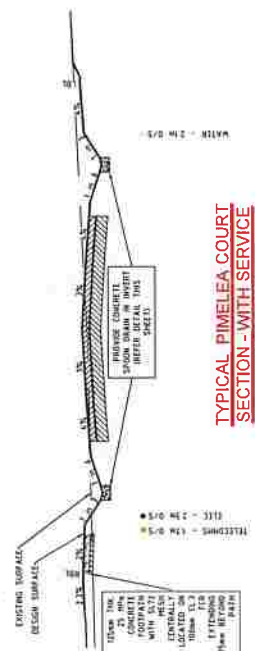
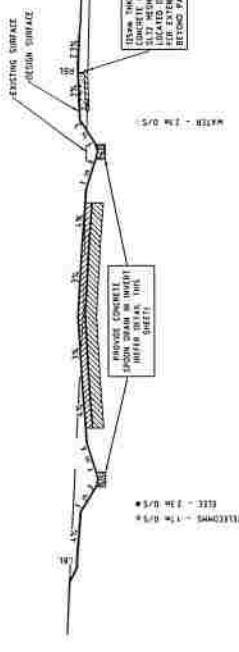
Rev.	Revision	Date
-	-	-

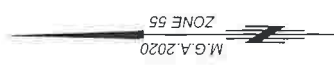
Stantec
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SURF COAST SHIRE COUNCIL
 Planning Department
 60312025
 17/0295 / D25/40641

TYPICAL DIANELLA COURT SECTION - WITH SERVICE OFFSETS

TYPICAL PIMLELEA COURT SECTION - WITH SERVICE OFFSETS





SURF COAST PLANNING SCHEME
 Amended Plan Endorsed under Condition 1 of
 Permit No: 17/0295 dated: 22/10/2021
 Endorsed by Mathew Mertuszka for and on behalf of the
 Council of the Surf Coast Shire
 Date: 06/03/2025
 Sheet No: 2 of 3

SURF COAST SHIRE COUNCIL
 Planning Department
 6/03/2025
 17/0295 / D25/40641

Rev.	Revision	Date
-	-	-

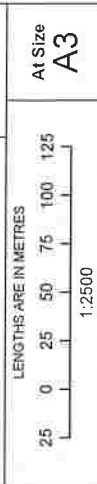
LEGEND

- EXISTING BUILDING
- INDICATIVE WALKING PATH (1.5m WIDE)
- NEW 'OPEN RURAL' BOUNDARY TO BE CONSTRUCTED BY THE DEVELOPER. CONSTRUCTION WILL BE EMPLOYED TO ENSURE THAT NEW FENCING DOES NOT IMPACT EXISTING VEGETATION ON ADJOINING LAND
- TEMPORARY TURNAROUND TO BE CONSTRUCTED WITH STAGE 2.

**PLAN OF PROPOSED
 SUBDIVISION STAGING**

CAPE OTWAY ROAD
 MORIAC
 VARIOUS

Job Number: 304400891
 Sheet: 2 of 3
 Date of Survey: 21/12/2023



Survey: GP/AM Drawn: AD Checked: GP
 DWG: 304400891-201-PP REV: 6



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M.G.A.2020
ZONE 55



LEGEND

- EXISTING BUILDING
- NO BUILDING AND EFFLUENT ZONE
- NO BUILDING ZONE (BUSHFIRE MANAGEMENT SETBACK)

SURF COAST PLANNING SCHEME
 Amended Plan Endorsed under Condition 1 of
 Permit No: 17/0295 dated: 22/10/2021

Endorsed by Mathew Mertuszka for and on behalf of the
 Council of the Surf Coast Shire
 Date: 06/03/2025

Sheet No: 3 of 3

Rev.	Revision	Date
-	-	-

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SURF COAST SHIRE COUNCIL
 Planning Department
 6/03/2025
 17/0295 / D25/40641

PLAN OF PROPOSED SETBACKS

CAPE OTWAY ROAD
MORIAC

VARIOUS

Job Number: 304400891
 Sheet: 3 of 3
 Date of Survey: 21/12/2023

LENGTHS ARE IN METRES

1:2500

At Size **A3**

Survey: GP/AM Drawn: AD Checked: GP
 DWG: **304400891-201-PP** REV: **6**

Date of Issue
 06/03/2025

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

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.

(04/10/2016)