

CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008 filled up by the Vendor and/or the Vendor's Estate Agent named herein

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract. The terms of this contract are contained in the:

- Particulars of sale
- Special conditions, if any
- General conditions and the
- Vendor's Statement

and in that order of priority. The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

SIGNING OF THIS CONTRACT

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 this contract comprising:

- Form 1 (Contract of Sale of Real Estate-----Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate-----General Conditions);
- Vendor's Statement

SIGNED BY THE PURCHASER/S

on...../...../ 2026

Signature:

Signature:

print name of person signing:

print name of person signing:

state nature of authority if applicable
(e.g. "director", "attorney under power of attorney")

state nature of authority if applicable
(e.g. "director", "attorney under power of attorney")

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

SIGNED BY THE VENDOR/S

on...../...../ 2026

Signature:

GRANT MATTHEW MAHER

Signature:

KERRI ANNE MAHER

print name of person signing:

DIRECTOR

print name of person signing:

DIRECTOR

state nature of authority if applicable
(e.g. "director", "attorney under power of attorney")

state nature of authority if applicable
(e.g. "director", "attorney under power of attorney")

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

IMPORTANT NOTE TO PURCHASERS

Cooling-off period

Section 31 Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you. You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

PARTICULARS OF SALE**VENDOR'S ESTATE AGENT****HF RICHARDSON & CO**

5 Retreat Road, Newtown VIC 3220

Tel: 52298017

Fax: 52232603

Ref: Ken McDonald

Email: ken@hfrichardson.com.au

VENDOR**MAHER FARMING PTY LTD ACN 692 978 546 ATF MAHER FARMING TRUST**

of 22-30 Buckley Grove, Moolap VIC 3224

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER**NELSON PROPERTY TRANSFER SERVICES**

of Shop 1, 75 The Terrace, Ocean Grove VIC 3226

Tel: 5255 2585

Ref: HB:HB:26:28867 (S) Email: hannah@npts.com.au

PURCHASER

of

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel:

Ref:

Email:

PROPERTY ADDRESS**485 CONNS LANE, BIRREGURRA VIC 3242****LAND**

The land is described –

- * in the attached copy title(s) Volume 03470 Folio 924
 - * and known as 485 Conns Lane, Birregurra VIC 3242
- and includes all improvements and fixtures

GOODS

All fixed floor coverings, light fittings, window furnishings, dishwasher as inspected and all fixtures and fittings of a permanent nature. (List or attach Schedule)

PAYMENT PRICE \$**DEPOSIT** \$ _____ by _____ of which \$ _____ has been paid**BALANCE** \$ _____ payable at settlement

If the vendor is required to collect GST and the price above does **not** include GST you must write the words **"plus GST"** in the appropriate box headed **GST** on the following page.

If the purchaser is **not** entitled to vacant possession of the Land being sold you must write the words **"subject to lease"** in the appropriate box headed **Encumbrances** on the following page and particulars of any lease must be included.

GST (refer to general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box

If this is a sale of a 'farming business' or a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' to this box

GST withholding (refer to Special Condition 2)

In accordance with Section 14-250 of Schedule 1 of the *Tax Administration Act 1953* ("TAA"), below is written notice required to be provided:

Purchaser must make a
GST Withholding Payment:



No



Yes

(If yes, the vendor must provide further details. If further details are not fully completed at the Contract date, the vendor must provide all these details in a separate notice at least 14 days before the due date for settlement)

SETTLEMENT is due on / / 2026

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan, whichever is later.

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

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

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

and refer to general condition 23 and add any further provisions by way of special conditions

Encumbrances

This sale is NOT subject to an existing mortgage unless the words '**subject to existing mortgage**' appear in this box

If the sale is '**subject to an existing mortgage**' then particulars of the mortgage are:

Special conditions

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

Loan (refer to general conditions 14)

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

Lender:

Loan Amount:

Approval Date:

Special Conditions

Instructions: it is recommended that when adding special conditions:

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

1. Acceptance of title

General condition 12.4 is added:

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

1B. *Foreign resident capital gains withholding

*This special condition applies to contracts entered into on or after 1 January 2025.

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1B.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.
- 1B.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 in this special condition; and
 - (b) ensure that the representative does so.
- 1B.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 special 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 special 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.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2. GST Withholding

- 2.1 In this special condition, section references are to Schedule 1 of the Taxation Administration Act 1953 (Cth) as amended by Treasury Laws Amendment (2018 Measures No.1) Act 2018 (Cth) and asterisked terms have the same meanings as when used in that schedule.
- 2.2 If section 14-255(1) applies to the supply of the property, the vendor must give the purchaser the written notice required by that section at least seven days before settlement.
- 2.3 Failure to provide notice does not constitute a breach under this Contact. The purchaser is not excused from making a withholding payment where the vendor fails to give the required notice. The purchaser must make their own assessment as to whether GST is required to be withheld and must then make remittance to the commissioner.
- 2.4 If section 14-250 requires the recipient of supply to withhold an amount ('withholding sum') from the consideration payable to the vendor and pay it to the Commissioner, the purchaser must:
- (a) complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum and;
 - (b) at settlement, comply with section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum or;
 - (c) At Settlement the Purchaser must produce written evidence to the Vendor that the Purchaser has paid the GST Withholding Amount to the Commissioner of Taxation.
 - (d) The Vendor may refuse to Settle if the Purchaser fails to produce evidence to the Vendor that the GST Withholding Amount has been paid to the Commissioner of Taxation in accordance with this special condition 32.
 - (e) The Purchaser is responsible for any penalties or interest payable to the Commissioner of Taxation on account of late payment of the GST Withholding Amount.
 - (f) The Purchaser indemnifies and will keep the Vendor indemnified against any Loss arising out of or in respect of a breach by the Purchaser of this special condition 32.
 - (g) If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.
- 2.5 An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.
- 2.6 Except as expressly set out in this special condition, the rights and obligations of the parties under this contract including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.
- 2.7 In this special condition, 'settlement' means the time when the first *consideration for the *supply (other than consideration provided as a deposit) is first provided.

EC

3. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 3 applies, if the box is marked "EC"

- 3.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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*.
- 3.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition ceases to apply from when such a notice is given.
- 3.3 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.
- 3.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 3.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 3.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties

has occurred; 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.

3.7 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 special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

3.9 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 Network Operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

3.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3.11 The vendor also reserves the right to pass onto the purchaser any associated costs incurred with regards to any settlement time delay from any/all subsequent linked settlements within the PEXA portal

4. Identity of the Land Sold

The purchaser admits that the land as offered for sale, occupied by the vendor and inspected by the purchaser is identical to that described in the Title particulars as the LAND BEING SOLD in the Vendor Statement. The purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land, or call upon the vendor to move any fences or amend the title or bear all or any part of the cost of doing so.

5. Planning

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the vendor's title and the purchaser shall not be entitled to any compensation from the vendor in respect thereof.

6. Building and Goods

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Plumbing Industry, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendors Title and the purchaser shall not claim any compensation whatsoever from the Vendor, not require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy or any other similar document or any copy of any Guarantee or Insurance policy under any building legislation.

7. Restrictions

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are disclosed or not. The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereto.

8. Warranties and exclusions

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those embodied in the contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this Contract and signed by the vendor.

9. Marketing Materials

The purchaser agrees that he has not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and has relied solely on his own searches, enquiries and due diligence.

10. Goods

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their condition and any deficiencies.

11. Loan

General Condition 14.2 (c) is amended to read:

- (c) serves written notice ending the Contract on the Vendor within 2 clear business days after the approval date or any later date allowed by the Vendor and must provide evidence of non-approval within 2 clear business days after the approval date, with the evidence of non-approval being from the applicable lender only (and not a finance broker); and

12. Delivery of Transfer

The late delivery of the Transfer of Land pursuant to General Condition 6 shall be a default under this contract.

13. Settlement

The failure to settle pursuant to General Condition 10.3 shall be a default under this contract pursuant to General Condition 27.

14. Purchaser resident of or entitled to purchase land in Australia

In the event that the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this contract, the purchaser hereby warrants that he has when required by law, obtained the approval of the Treasurer of the Commonwealth of Australia and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer, has received a statement of non-objection by the Treasurer or submits evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisition and Takeovers Act 1975. The purchaser further acknowledges that in the event that this warranty is untrue in any respect the purchaser hereby indemnifies the vendor against any loss which the vendor may suffer as a result of the vendor having relied on this warranty when entering into this contract including any consequential loss.

15. GST

If the purchaser is required to pay GST, then the GST and all other money as set out below, shall be deemed to be part of the purchase price and the vendor shall retain an equitable interest in the land hereby sold until all GST, interest, penalties, costs and all other money due to the vendor under any written or oral agreement has been paid in full.

16. Merger

All terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the contract, which remain to be performed on the part of the purchaser or are capable of having effect on the part of the purchaser after the final settlement, shall remain in full force and effect notwithstanding the settlement and all those provisions shall not merge in the Transfer of Land instrument or registration. However, all terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the contract, to be performed on the part of the vendor and all other rights whatsoever and howsoever arising either in law or in equity that may have inured to the purchaser in law or in equity, shall cease to have any effect whatsoever and shall merge absolutely in the Transfer of Land instrument or registration.

17. Stamp Duty

If the vendor or his agent has provided an estimate of the amount of stamp duty payable by the purchaser, the vendor gives no warranty nor does he make any representation as to the actual amount of stamp duty that may be payable by the purchaser.

18. Stamp Duty – More than one purchaser

18.1 If there is more than one purchaser, it is the purchaser's sole responsibility to ensure that this contract correctly records as at the day of sale, the proportions in which they are buying the property ("the proportions")

Name:	%
Name:	%
Name:	%
Total	100%

- 18.2 If the proportions recorded in the Transfer of Land differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional Stamp Duty which may be assessed as a result of the variation.
- 18.3 The purchasers shall fully indemnify the vendor, the vendor's agent and the vendor's conveyancer or representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the contract or any other matter whatsoever.
- 18.4 This Special Condition shall not merge on completion of this contract.

19. Non payment of the whole or part of the deposit

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his option. General Condition 27 shall not apply where the deposit or part of the deposit is not paid when it is due.

20. Solar Panels

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

21. State Revenue Office Duties Form

21.1 Upon the purchaser confirming that all special conditions benefitting the purchaser have been met:-

- (a) the vendor will prepare the electronic document required for the assessment within the State Revenue Office Duties On Line (DOL) system and provide the purchaser with the DOL document ID number
- (b) the electronic Duties on Line must be finalised by the purchaser to a stage where it is ready for signature by the purchaser not less than seven (7) days prior to the settlement date in the contract or such other settlement date as may **be agreed between the parties (settlement date)**

21.2 Should the purchaser fail to finalise the electronic Duties On Line document at least seven (7) days prior to the Settlement Date in the contract or the purchaser changes the electronic Duties on Line document creating a need for the vendor to resign the electronic Duties On Line document, the vendor will not be required to settle the matter prior to the expiration of seven (7) days after the vendor resigns the electronic Duties On Line document.

21.3 Wherein appearing the singular shall include the plural, the male gender shall include the female gender or a body corporate.

22. Building Inspection ☐ ***This Special Condition is only applicable if the Box is checked***

- 22.1 The purchaser may end the Contract within 7 days from the day of sale if the purchaser:
- (a) Obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a Major Building Defect;
 - (b) Gives the vendor a copy of the report and a written notice ending this Contract; and
 - (c) Is not then in default under any other term and condition of this contract.
- 22.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 22.3 A notice under this special condition may be served on the vendor's legal practitioner or conveyancer.
- 22.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

23. Pest Inspection ☐ ***This Special Condition is only applicable if the Box is checked***

- 23.1 The purchaser may end the Contract within 7 days from the day of sale if the purchaser:
- (a) Obtains a written report from a pest control operator licensed under Victorian Law which discloses a current pest infestation on the land and designates it as a Major Infestation affecting the structure of a building on the land;
 - (b) Gives the vendor a copy of the report and a written notice ending this Contract; and
 - (c) Is not then in default under any other term and condition of this contract.
- 23.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

- 23.3 A notice under this special condition may be served on the vendor's legal practitioner or conveyancer.
- 23.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

24. Land Tax

For Contracts entered into on or after 1 January 2024, Land Tax is not an adjustable item.

25. Settlement Rescheduling Fee

If settlement does not occur on the due date by fault of the purchaser or their mortgagee, and the purchaser is therefore in default of this Contract, the purchaser agrees to pay a rescheduling fee of \$220.00 at settlement for each rescheduled settlement by way of adjustment in favour of the vendor.

26. Delay on Settlement

The vendor gives notice to the purchaser, and the purchaser acknowledges, that in the event that the purchaser fails to complete settlement on the due date by fault of the purchaser or their mortgagee, and is therefore in default, the vendor will or may suffer the following losses and expenses which the purchaser shall be required to pay to the vendor:

- (a) The cost of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance calculated from the due date for settlement;
- (b) Interest payable by the vendor under any existing mortgage over the property calculated from the due date for settlement;
- (c) Accommodation, storage and removal expenses incurred by the vendor;
- (d) Legal costs and expenses as between the vendor's conveyancers and the vendor;
- (e) A fee of \$220.00 (including GST) ("Rescheduling Fee") for each and every time the settlement date is changed. This Rescheduling Fee must be allowed by the purchaser to the vendor in the statement of adjustments;
- (f) Penalties payable by the vendor to a third party as a result of any delay in completion on the vendor's purchase of another property; and
- (g) Interest chargeable on the balance of the purchase monies in accordance with the terms of this contract.

27. Adjustments

The Statement of Adjustment of outgoings in respect of the property and copies of all certificates and other information used to calculate the adjustments shall be delivered by email correspondence to the vendor's conveyancer herein at least three (3) business days prior to settlement. In the event the Statement of Adjustments and copies of all certificates are not provided to the Vendor's conveyancer by email at least three (3) business days prior to settlement, the purchaser is deemed to be in default of the Contract and the purchaser shall be required to pay an administration fee in the sum of \$220.00 Including GST to the Vendor's conveyancer by way of adjustment at settlement.

28. Loss or damage before settlement

General Conditions 24.4, 24.5 and 24.6 do not apply to this Contract.

29. Christmas Holiday Closure

The Vendor's legal representative's office will be closed from 5pm on Monday 21st December 2026 and will re-open at 9am on Thursday 7th January 2027 with settlements to resume on Monday 11th January 2027. In the event of the due date for settlement being within this period, all parties agree that the settlement date will automatically be extended to Monday 11th January 2027 or any other date that both parties agree to. This is a fundamental Condition of the Contract of Sale.

CONTRACT OF SALE OF REAL ESTATE - GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

- 1.1 The Purchaser buys the property subject to:
- (a) any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the Particulars of Sale.
- 1.2 The Purchaser indemnifies the Vendor against all obligations under any lease that are to be performed by the Landlord after settlement.
- 1.3 If the Particulars of Sale provide that the Purchaser is taking over an existing mortgage:
- (a) the Purchaser assumes liability for the mortgage; and
 - (b) the price is satisfied to the extent of any mortgage money owing at the settlement; and
 - (c) the Vendor must treat any payment made by the Purchaser under the mortgage as a payment made to the Vendor under this Contract.

2. Vendor warranties

- 2.1 The Vendor warrants that these General Conditions 1 to 28 are identical to the General Conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of Section 53A of the **Estate Agents Act 1980**, unless changed or deleted.
- 2.2 The warranties in General Conditions 2.3 and 2.4 replace the Purchaser's right to make requisitions and inquiries.
- 2.3 The Vendor warrants that the Vendor:
- (a) has, or by the due date for settlement will have the right to sell the Land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the Land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the Purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the Land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and Goods sold with the Land.
- 2.4 The Vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the Land;
 - (b) easements over the Land;
 - (c) lease or other possessory agreement affecting the Land;
 - (d) notice or order affecting the Land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of Land void or voidable or capable of being set aside.
- 2.5 The warranties in General Conditions 2.3 and 2.4 are subject to any contrary provision in this Contract and the disclosures in the Vendor's Statement.
- 2.6 If Sections 137B and 137C of the **Building Act 1993** apply to this Contract, the Vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the Vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the Contract, those materials were new; and
 - (c) domestic building work carried out in accordance with all laws and legal requirements, including without limiting the generality of this warranty, the **Building Act 1993** and the regulations under the **Building Act 1993**.
- 2.7 Words and phrases used in General Condition 2.6 which are defined in the **Building Act 1993** have the same meaning in General Condition 2.6.

3. Identity of the Land

- 3.1 An omission or mistake in the description, measurement or area of the Land does not invalidate the sale.
- 3.2 The Purchaser may not:
- (a) make any objection or claim compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the Vendor to amend title or pay any cost of amending title.

4. Services

- 4.1 The Vendor does not represent that the services are adequate for the Purchaser's proposed use of the Property and the Vendor advises the Purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the Vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The Purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

The Vendor must obtain any necessary consent or licence required for the sale. The Contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

6. Transfer

The transfer of land document must be prepared by the Purchaser and delivered to the Vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The Vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the Vendor and, if requested by the Purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the [Personal Property Securities Act 2009](#) (Cth) applies.

- 7.2 Subject to general conditions 7.3 and 7.4, the vendor must ensure that at or before settlement, the purchaser receives—
 (a) a release from the secured party releasing the security interest in respect of the property; 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 the due date for 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 the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted— if the security interest is registered in the Personal Property Securities Register.
- 7.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.
- 7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that—
 (a) is not described by serial number in the Personal Property Securities Register; and
 (b) is predominantly used for personal, domestic or household purposes; and
 (c) 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.
- 7.5 A release for the purposes of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 7.6 If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.7 In addition to ensuring a release is received under general condition 7.2(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.8 The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.9 If the purchaser does not provide an advice under general condition 7.8, the vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released.
- 7.10 If settlement is delayed under general condition 7.9, the purchaser must pay the vendor—
 (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 7.11 Words and phrases used in general condition 7 which are defined in the [Personal Property Securities Act 2009 \(Cth\)](#) have the same meaning in general condition 7.

8. **Builder warranty insurance**

The Vendor must provide at settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. **General law land**

- 9.1 This General Condition only applies if any part of the Land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The Vendor is taken to be the holder of an unencumbered estate in fee simple in the Land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The Purchaser is entitled to inspect the Vendor's chain of title on request at such place in Victoria as the Vendor nominates.
- 9.4 The Purchaser is taken to have accepted the Vendor's title if:
 (a) 21 days have elapsed since the day of sale; and
 (b) the Purchaser has not reasonably objected to required the Vendor to remedy a defect in the title.
- 9.5 The Contract will be at an end if:
 (a) the Vendor gives the Purchaser a notice that the Vendor is unable or unwilling to satisfy the Purchaser's objection or requirement and that the Contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the Contract ends in accordance with General Condition 9.5, the deposit must be returned to the Purchaser and neither party has a claim against the other in damages.
- 9.7 General Condition 10.1 should be read, in respect to that part of the Land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'register proprietor' is a reference to 'owner'.

MONEY

10. **Settlement**

- 10.1 At settlement:
 (a) the Purchaser must pay the Balance; and
 (b) the Vendor must:
 (i) do all things necessary to enable the Purchaser to become the registered proprietor of the Land; and
 (ii) give either vacant possession or receipt of rents and profits in accordance with the Particulars of Sale.
- 10.2 The Vendor's obligations under this General Condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. **Payment**

- 11.1 The Purchaser must pay the Deposit:
 (a) to the Vendor's licensed estate agent; or

- (b) if there is no estate agent, to the Vendor's legal practitioner or conveyancer; or
 - (c) if the Vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the Vendor in the joint names of the Purchaser and the Vendor.
- 11.2 If the Land sold is a lot on an unregistered plan of subdivision, the Deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid:
 - (i) to the Vendor's licensed estate agent or legal practitioner or conveyancer and held by the estate agent or legal practitioner or conveyancer on trust for the Purchaser until the registration of the plan of subdivision; or
 - (ii) if the Vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the Vendor in the Contract in the joint names of the Purchaser and the Vendor and held in that account until the registration of the plan of subdivision.
- 11.3 The Purchaser must pay all money other than the Deposit:
 - (a) to the Vendor, or the Vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the Vendor or the Vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) by draft or cheque drawn on an authorised deposit-taking institution; or
 - (c) If the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this General Condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the Purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the Vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 The Deposit must be released to the Vendor if:
 - (a) the Vendor provides proof, to the reasonable satisfaction of the Purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the day of sale; and
 - (c) all conditions of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the Deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the Contract is ended.
- 12.3 The stakeholder may pay the Deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in Section 27 (1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

13. GST

- 13.1 The Purchaser does not have to pay the Vendor any GST payable by the Vendor in respect of a taxable supply made under this Contract in addition to the price unless the Particulars of Sale specify that the Price is '**plus GST**'. However the Purchaser must pay to the Vendor any GST payable by the Vendor:
 - (a) solely as a result of any action taken or intended to be taken by the Purchaser after the day of sale, including a change of use; or
 - (b) if the Particulars of Sale specify that the supply made under this Contract is of land on which a "**farming business**" is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the **GST Act**; or
 - (c) if the Particulars of Sale specify that the supply made under this Contract is a **going concern** and supply does not satisfy the requirements of section 38-325 of the **GST Act**.
- 13.2 The Purchaser must pay to the Vendor any GST payable by the Vendor in respect of a taxable supply made under this Contract in addition to the Price if the Particulars of Sale specify that the Price is '**plus GST**'.
- 13.3 If the Purchaser is liable to pay GST, the Purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the Particulars of Sale specify that the supply made under this Contract is of land on which a '**farming business**' is carried on:
 - (a) the Vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the Purchaser warrants that the Purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the Particulars of Sale specify that the supply made under this Contract is a '**going concern**':
 - (a) the parties agree that this Contract is for the supply of a going concern; and
 - (b) the Purchaser warrants that the Purchaser is, or prior to settlement will be registered for GST; and
 - (c) the Vendor warrants that the Vendor will carry on the going concern until the date of supply.
- 13.6 If the Particulars of Sale specify that the supply made under this Contract is a '**margin scheme**' supply, the parties agree that the margin scheme applies to this Contract.
- 13.7 This General Condition will not merge on either settlement or registration.
- 13.8 In this General Condition:
 - (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

- 14.1 If the Particulars of Sale specify that this Contract is subject to a loan being approved, this Contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the Vendor.
- 14.2 The Purchaser may end the Contract if the loan is not approved by the approval date, but only if the Purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the Contract on the Vendor within 2 clear business days after the approval date or any later date allowed by the Vendor; and
 - (d) is not in default under any other condition of this Contract when the notice is given.
- 14.3 All money must be immediately refunded to the Purchaser if the Contract is ended.

15. **Adjustments**
- 15.1 All periodic outgoings payable by the Vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the Vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the Land is treated as the only land of which the Vendor is owned (as defined in the **Land Tax Act 2005**); and
 - (c) the Vendor is taken to own the Land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
3. **TRANSACTIONAL**
16. **Time**
- 16.1 Time is of the essence of this Contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday, or bank holiday in Victoria.
17. **Service**
- 17.1 Any document sent by
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000**
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by prepaid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.
18. **Nominee**
- The Purchaser may nominate a substitute or additional transferee, but the named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract.
19. **Liability of signatory**
- Any signatory for a proprietary limited company Purchaser is personally liable for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in the case of default by a proprietary limited company purchaser.
20. **Guarantee**
- The Vendor may require one or more directors of the Purchaser to guarantee the Purchaser's performance of this Contract if the Purchaser is a proprietary limited company.
21. **Notices**
- The Purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The Purchaser may enter the property to comply with that responsibility where action is required before settlement.
22. **Inspection**
- The Purchaser and/or another person authorised by the Purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.
23. **Terms contract**
- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the Land sold must be discharged as to that Land before the Purchaser becomes entitled to possession or to the receipt of rents and profits unless the Vendor satisfies section 29M) of the **Sale of Land Act 1962**; and
 - (b) the deposit and all other money payable under the Contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the Purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the Vendor;
 - (b) the Purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the Vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the Purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the Vendor may pay any renewal premiums or take out the insurance if the Purchaser fails to meet these obligations;
 - (e) insurance costs paid by the Vendor under paragraph (d) must be refunded by the Purchaser on demand without affecting the Vendor's other rights under this Contract;
 - (f) the Purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without written consent of the Vendor which must not be unreasonably refused or delayed;
 - (h) the Purchaser must observe all obligations that affect owners or occupiers of Land;
 - (i) the Vendor and/or other person authorised by the Vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. **Loss or damage before settlement**
- 24.1 The Vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The Vendor must deliver the property to the Purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The Purchaser must not delay settlement because one or more of the goods is not in the condition required by General Condition 24.2, but may claim compensation from the Vendor after settlement.
- 24.4 The Purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by General Condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the Vendor at settlement and paid to the stakeholder, but only if the Purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in General Condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. **Breach**

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this Contract as a result of the breach.

DEFAULT

26. **Interest**

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

27. **Default notice**

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

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of service of the notice-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. **Default not remedied**

28.1 All unpaid money under the Contract becomes immediately payable to the Vendor if the default has been made by the Purchaser and is not remedied and the costs and interest are not paid.

28.2 The Contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the Contract will be ended in accordance with this General Condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the Contract ends by a default notice given by the Purchaser:

- (a) the Purchaser must be repaid any money paid under the Contract and be paid any interest and reasonable costs payable under the Contract; and
- (b) all those amounts are a charge on the Land until payment; and
- (c) the Purchaser may also recover any loss otherwise recoverable.

28.4 If the Contract ends by a default notice given by the Vendor:

- (a) the Deposit up to 10% of the Price is forfeited to the Vendor as the Vendor's absolute property, whether the Deposit has been paid or not; and
- (b) the Vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the Vendor may within one year of the Contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the Price on the resale

and any resulting expenses by way of liquidated damages; and

- (d) the Vendor may retain any part of the Price paid until the Vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the Vendor's damages must take into account the amount forfeited to the Vendor.

28.5 The ending of the Contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE

We,

of

(hereinafter called "the Guarantors" IN CONSIDERATION of the within named vendor selling to the within named Purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth HEREBY for ourselves our respective Executors and administrators COVENANT with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest, costs or other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the Purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

AS WITNESS our hands and seals the day of 2026

SIGNED SEALED AND DELIVERED

by the Guarantors

in the presence of:

Witness



NELSON PROPERTY TRANSFER SERVICES

Shop 1, 75 The Terrace, Ocean Grove VIC 3226

Tel: 5255 2585 Email: bellarine@npts.com.au

SECTION 32 STATEMENT

PARTICULARS OF SALE

VENDOR:

MAHER FARMING PTY LTD ACN 692 978 546 ATF MAHER FARMING TRUST

STREET ADDRESS:

485 CONNS LANE, BIRREGURRA VIC 3242

LAND BEING SOLD:

The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title:

VOLUME 03470 FOLIO 924

The vendor makes this statement in respect of the land in accordance with Section 32 of the *Sale of Land Act* 1962. The statement must be signed by the vendor either personally or by his electronic signature.

FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed **\$6,500.00**
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the above amount.
- (c) Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under that charge are as follows: - **NOT APPLICABLE**

COMMERCIAL AND INDUSTRIAL PROPERTY TAX

The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

Yes ☐

No ☒

If Yes, the AVPCC number is: Not Applicable

The Entry Date of the land was: Not Applicable

INSURANCE

Damage or Destruction

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

Owner Builder

Where there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act* 1993 applies to the residence.

NOT APPLICABLE

LAND USE - RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

- (a) Easements affecting the land - as set out in the documents attached (if any)
- (b) Covenants affecting the land - as set out in the documents attached (if any)
- (c) Leases affecting the land - as set out in the documents attached (if any)
- (d) Other similar restrictions affecting the land - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, Lease or other similar restriction are :-
NONE TO THE VENDORS KNOWLEDGE

However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

ROAD ACCESS

There is access to the property by road

BUSHFIRE - PRONE AREA

- (1) The property is in a bushfire prone area within the meaning of the Regulations made under the *Building Act 1993* unless the attached Bushfire Prone Area Report states otherwise.
- (2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However you should conduct your own due diligence by searching the Victorian Government's Land Channel Website.

PLANNING AND ROAD ACCESS - Information concerning any planning instrument -

☒ Attached is a certificate with the required specified information.

☒ The required specified information is as follows:

- | | | |
|-----|-------------------------------|-----------------------------|
| (a) | Name of planning scheme | Colac Otway Planning Scheme |
| (b) | Name of responsible authority | Colac Otway Shire |
| (c) | Zoning of the land | FZ - Farming Zone |
| (d) | Name of planning overlay | As attached (if any) |

NOTICES - Particulars of any notice, order, declaration, report, 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.

- (a) Any notice affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property
- (b) Any Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order it still in force)
- (c) **Agricultural chemicals**
Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992.
- (d) Particulars of any mining licence granted under the Mineral Resources Development Act 1990.
- (e) **Compulsory acquisition**
Particulars of any notice of intention to acquire served pursuant to Section 6 of *the Land Acquisition and Compensation Act 1986*.
- (f) Notice issued by the Environment Protection Authority
- (g) Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995

NONE TO THE VENDORS KNOWLEDGE save as disclosed herein or in any Owners Corporation Certificate.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licences affecting the land are as follows :- **NOT APPLICABLE**

BUILDING APPROVALS

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).

NO SUCH BUILDING PERMIT HAS BEEN ISSUED TO THE VENDORS KNOWLEDGE

GROWTH AREA INFRASTRUCTURE CONTRIBUTION

NOT APPLICABLE

SERVICES - Information concerning the supply of the following services -

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

Electricity supply ☐	Gas supply ☒	Water supply ☐	Sewerage ☒	Telephone services ☒
---	--	---------------------------------------	--	--

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

TITLE

Attached are copies of the following documents:

Registered Title

A Register Search Statement

The document or part of the document referred to as the "diagram location" in that statement which identifies the land and its location.

Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor/the owner in fee simple)

DISCLOSURE OF ENERGY EFFICIENCY INFORMATION
NOT APPLICABLE

DATE OF THIS STATEMENT
9/6/2026 2026 11/6/2026

	Signed by:	Signed by:
		
Signature of Vendor	BED477AFDBD24CA.....	1B2CD7E89AC6484.....

I agree that this Section 32 Statement and the documents herewith (including the Register Search Statement) must be updated at the expiration of six calendar months from the date of the Register Search Statement herewith. I will not hold Nelson Property Transfer Services responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded by Nelson Property Transfer Services.

I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure or all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Nelson Property Transfer Services have only been retained to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of:- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any registered or unregistered encumbrances not disclosed in this document. (c) any failure to obtain any necessary planning, building or other permits. (d) the property being affected by any environmental, Landslip, mining, flooding, fill, latent defects, bushfire attack or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property. (f) my occupation of any adjacent land which is not contained in the land being sold. (g) any buildings erected over any easements (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and (i) any proposal in relation to any other land which may directly and currently affect the property being sold.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles, notices or documents including, but without limiting the generality of the forgoing, any information. conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1996 as amended and/or any other Act or regulation.

INSURANCE

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

PURCHASER'S ACKNOWLEDGEMENTS

The purchaser hereby acknowledges being given this statement signed by the vendor with all the attached documents and a **DUE DILIGENCE CHECKLIST** before the purchaser signed the contract

DATE OF ACKNOWLEDGMENT 2026

Signature of Purchaser



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

Page 1 of 1

VOLUME 03470 FOLIO 924

Security no : 124134993696A
Produced 26/05/2026 01:49 PM

LAND DESCRIPTION

Lot 6 on Plan of Subdivision 005302.
PARENT TITLE Volume 02507 Folio 251
Created by instrument 0628374 09/08/1910

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MAHER FARMING PTY LTD of 22-30 BUCKLEY GROVE MOOLAP VIC 3224
BA125554B 16/02/2026

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE BA125555Y 16/02/2026
COMMONWEALTH BANK OF AUSTRALIA

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

DIAGRAM LOCATION

SEE LP005302 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
BA123526S (E)	REMOVAL OF NOMINATION	Completed	16/02/2026
BA123530C (E)	NOMINATION OF ECT TO LC	Completed	16/02/2026
BA125554B (E)	TRANSFER	Registered	16/02/2026
BA125555Y (E)	MORTGAGE	Registered	16/02/2026

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

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

Street Address: 485 CONNS LANE BIRREGURRA VIC 3242

ADMINISTRATIVE NOTICES

NIL

eCT Control 20381U COMMONWEALTH BANK OF AUSTRALIA
Effective from 16/02/2026

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	LP005302
Number of Pages (excluding this cover sheet)	3
Document Assembled	26/05/2026 13:49

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

EDITION 1

PLAN MAY BE LODGED 6-8-1910

3 SHEETS
SHEET 1

VOL. 2507 FOL. 251
VOL. 3397 FOL. 282+3

PLAN OF SUBDIVISION
CROWN ALLOTMENTS A, B, C, D, E & F
SECTION 9

PARISH OF BIRREGURRA

COUNTY OF GRENVILLE

CROWN ALLOTMENTS 3, 4, 5, 18, 19, 20, 21, 22, 23 & 24

PARISH OF WHOOREL

COUNTY OF POLWARTH

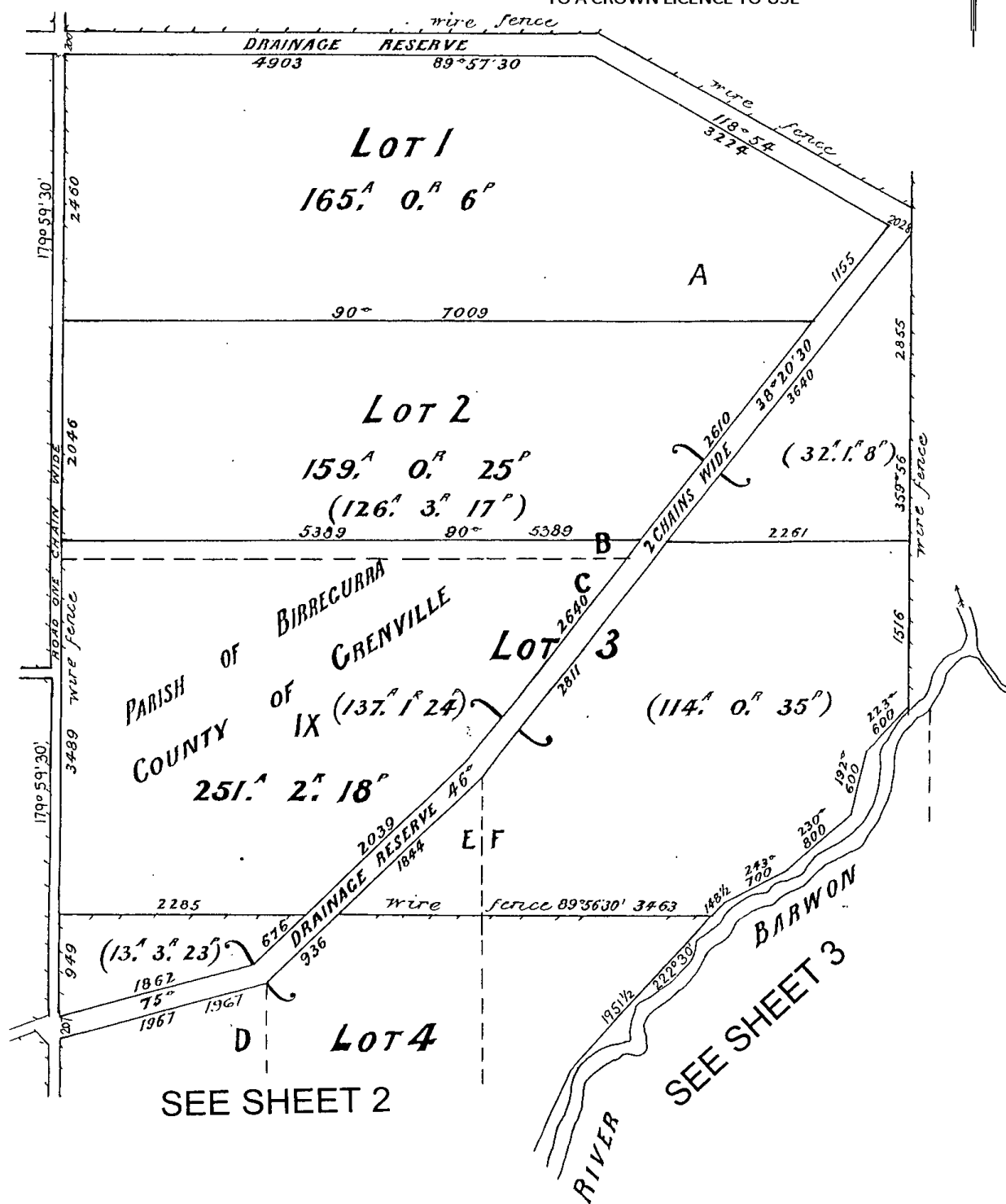
NOTATIONS

WATERWAY NOTATION:

LOTS 5, 6 & 7 IN THIS PLAN MAY

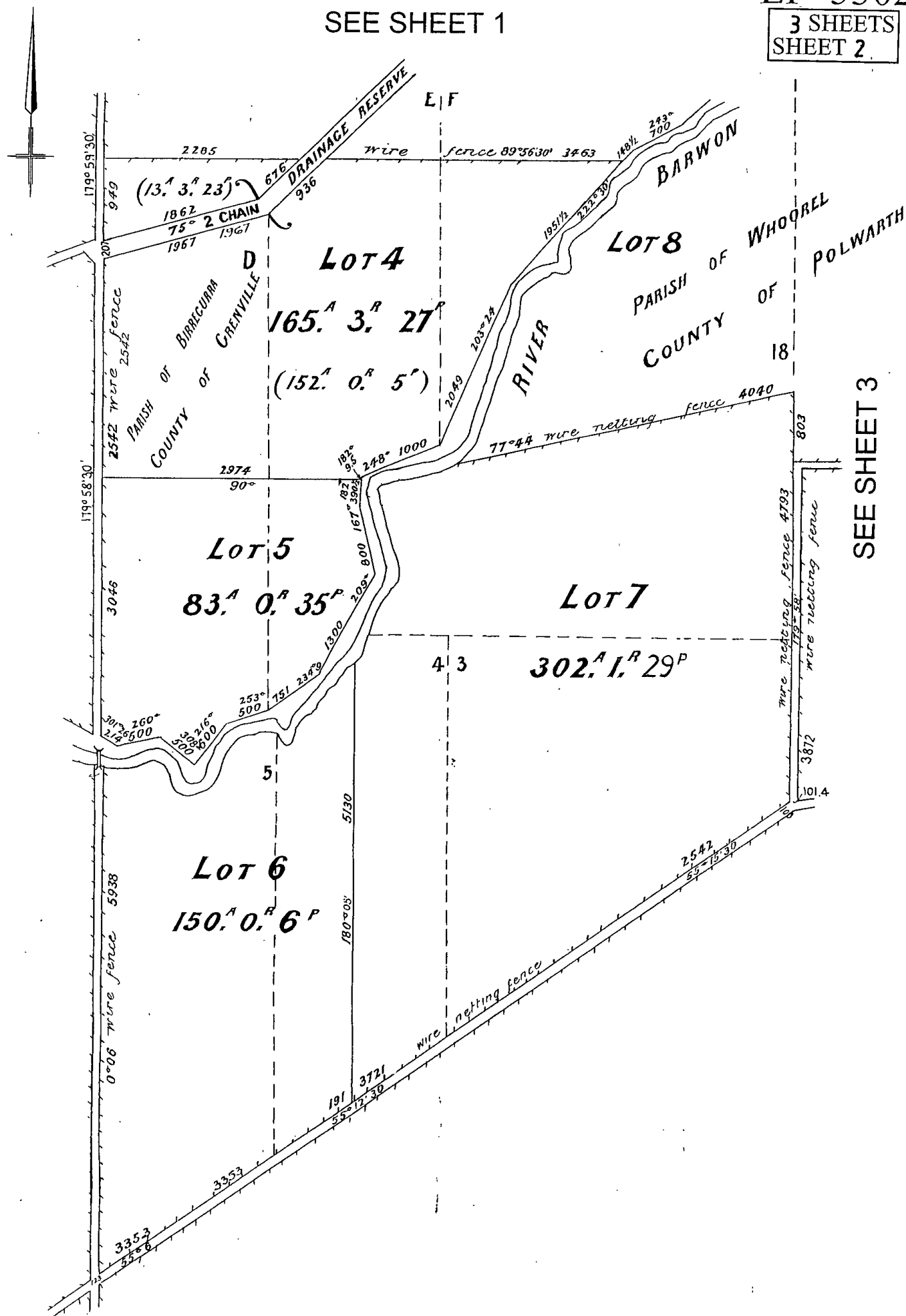
ABOUT CROWN LAND THAT MAY BE SUBJECT
TO A CROWN LICENCE TO USE

MEASUREMENTS ARE IN
LINKS

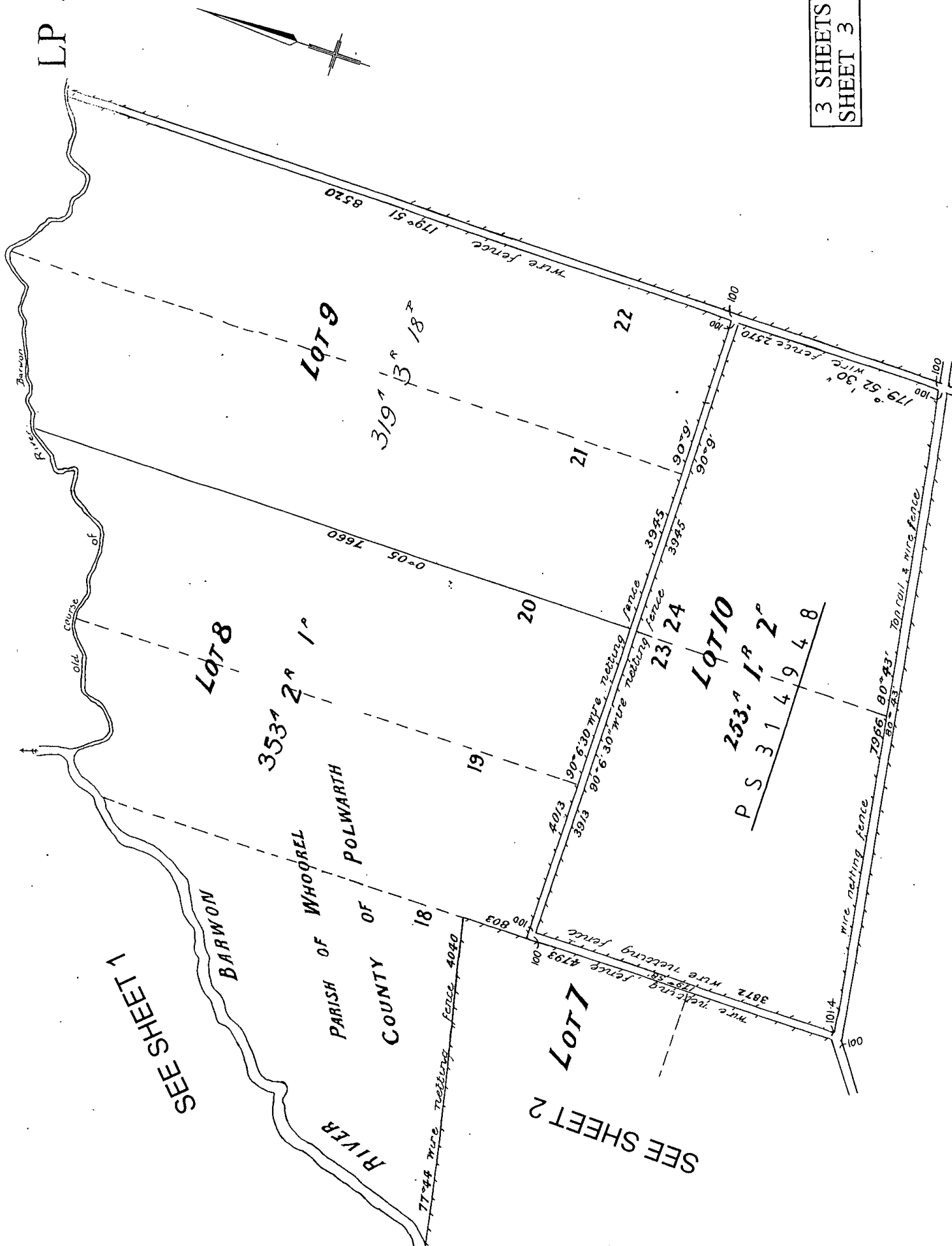


3 SHEETS
SHEET 2

SEE SHEET 3



LP 5302



3 SHEETS
SHEET 3



Property Report

Date: 26/05/2026



Janelle Langton
janelle@npts.com.au

PROPERTY REPORT

485 Conns Lane, Birregurra Vic 3242

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION
Lot 6 LP5302

ORIENTATION
East

LOCAL GOVERNMENT (COUNCIL)
Colac Otway

FRONTAGE
Unavailable

LEGAL DESCRIPTION
6\LP5302

ZONES
FZ - Farming Zone
PCRZ - Public Conservation And Resource Zone

COUNCIL PROPERTY NUMBER
11982

OVERLAYS
EMO - Erosion Management Overlay - Schedule 1
FO - Floodway Overlay - Schedule 1
LSIO - Land Subject To Inundation Overlay - Schedule 1
SLO - Significant Landscape Overlay - Schedule 6

LAND SIZE
598,739m² Approx

PropTrack Property Data

HOUSE
3 2 3

Property Sales Data

SALE HISTORY	CONTRACT DATE	SETTLEMENT DATE
\$1,950,000	27/02/2023	16/02/2026
\$1,600,000	02/07/2021	30/07/2021
\$0	13/06/2013	13/06/2013

State Electorates

LEGISLATIVE COUNCIL
Western Victoria Region

LEGISLATIVE ASSEMBLY
Polwarth District

Schools

CLOSEST PRIVATE SCHOOLS
St Mary's School (21477 m)
Trinity College Colac Inc (22064 m)
Sacred Heart School (22082 m)

CLOSEST PRIMARY SCHOOLS
Birregurra Primary School (3933 m)
Lavers Hill K-12 College - Barongarook Primary School (21485 m)

CLOSEST SECONDARY SCHOOLS
Lavers Hill K-12 College - Barongarook Primary School (21485 m)

Council Information - Colac Otway

PHONE
03 5232 9400 (Colac Otway)

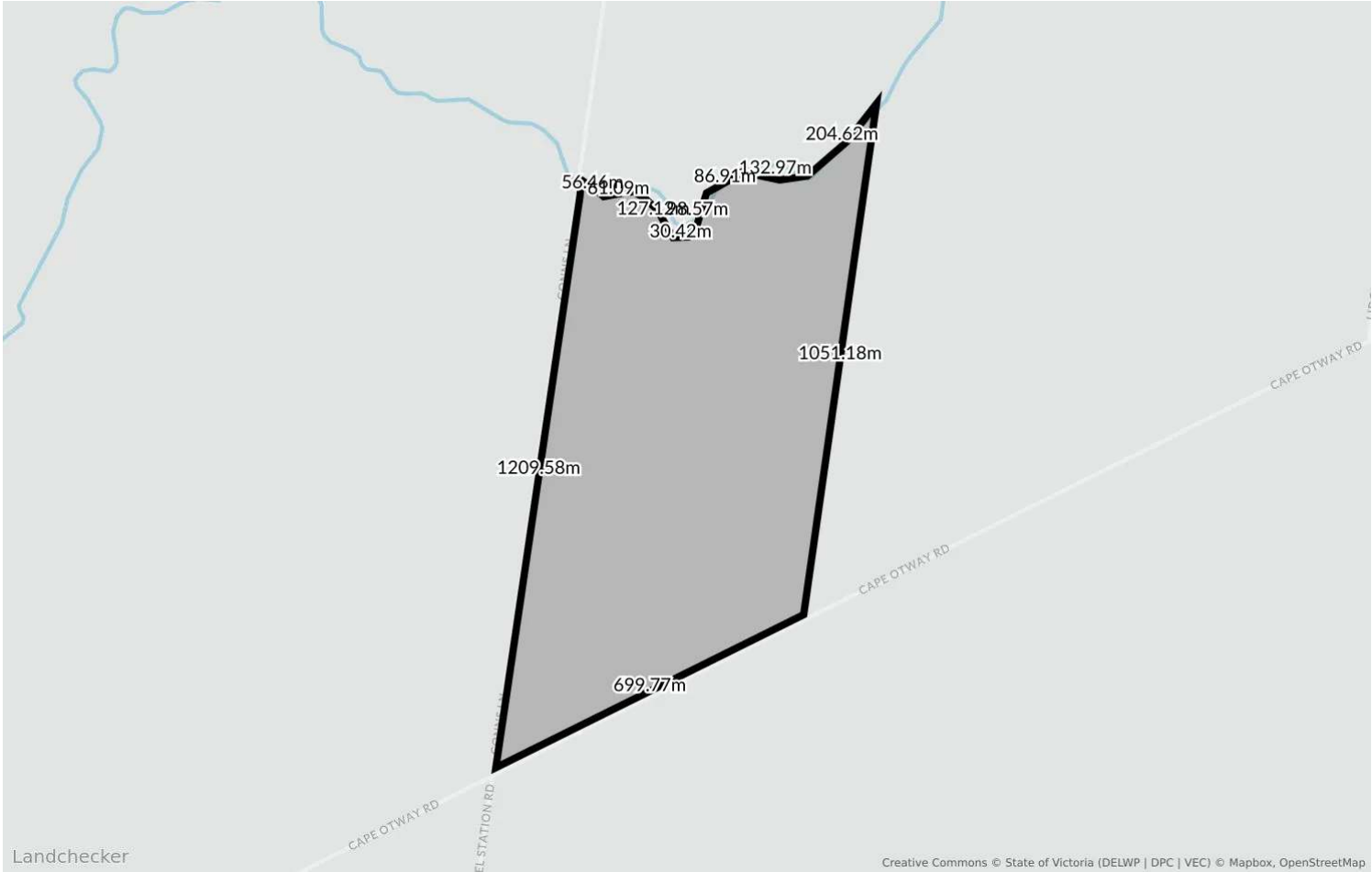
EMAIL
inq@colacotway.vic.gov.au

WEBSITE
<http://www.colacotway.vic.gov.au/>



SITE DIMENSIONS

485 Conns Lane, Birregurra Vic 3242



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

Status	Code	Date	Description
APPROVED	VC245	13/05/2026	Amendment VC245 makes changes to give effect to the Surf Coast Statement of Planning Policy (SPP) and Bellarine Peninsula SPP. The amendment improves the clarity of the VPP and Macedon Ranges Planning Scheme by removing the particular provision at Clause 51.07 (Macedon Ranges SPP). The amendment also makes administrative changes to the Greater Geelong Planning Scheme.
APPROVED	VC271	13/05/2026	The amendment supports the provision of energy-related infrastructure by facilitating the creation of new smaller lots for utility installations that transmit, distribute or store electricity in the Farming Zone and Rural Activity Zone.
APPROVED	VC309	11/05/2026	The amendment clarifies that hemp brick production is included as a rural industry and requires a planning permit to produce hemp bricks in rural zones.
APPROVED	C125cola	07/05/2026	Amends Clause 17.03-1L (Industrial Development in Colac), Schedule 1 to Clause 43.02 (Design and Development Overlay - Colac Industrial Areas) and Schedule 7 to Clause 43.04 (Development Plan Overlay - J Barrys Road, Colac Industrial Area) to reduce the minimum lot size for industrial land in Colac.
APPROVED	VC248	04/05/2026	The amendment improves bushfire planning by updating terminology and measures, increasing and clarifying planning permit exemptions for dwellings and other buildings, and updating decision guidelines that apply to the Bushfire Management Overlay. The amendment also inserts decision guidelines for specified development within the bushfire prone area at clause 53.02 Bushfire Planning.
APPROVED	GC255	29/04/2026	Corrects the mapping of the Environmental Significance Overlay in the Ballarat, Baw Baw, Benalla, Colac Otway, Golden Plains, Greater Bendigo, Hepburn, Horsham, Loddon, Macedon Ranges, Mansfield, Mitchell, Moorabool, Mount Alexander, Pyrenees, South Gippsland, Surf Coast and Wodonga Planning Schemes to align with the gazetted Special Water Supply Catchment Areas declared under the Catchment and Land Protection Act 1994.
APPROVED	VC232	27/04/2026	The Amendment changes the VPP and all planning schemes in Victoria by correcting and updating references to government departments, statutory authorities and ministerial portfolios in local provisions following Machinery of Government changes effective 1 January 2023.
APPROVED	VC307	19/04/2026	The Victoria Planning Provisions and all planning schemes are amended to increase the estimated cost of development thresholds for classes of VicSmart application to account for increased building construction costs in Victoria since their introduction and to provide for future cost inflation.



Status	Code	Date	Description
			Increasing the thresholds enables more applicants to benefit from the time, cost savings and certainty of the VicSmart application process.
APPROVED	VC308	16/04/2026	Amendment VC308 changes the VPP and all planning schemes in Victoria to update all schedules to the Mixed Use Zone, Township Zone and Residential Growth Zone to align with the operation of the Mid-Rise Code introduced by Amendment VC300 and to correct technical errors associated with Amendment VC300.
APPROVED	C132cola	08/04/2026	Rezones land from the Public Use Zone ? Schedule 5 to General Residential Zone Schedule 1 and applies the Environmental Audit Overlay, and concurrently grants two planning permits for the subdivision and development of land for 50 dwellings for land located at Pound Road, Colac.
APPROVED	VC265	03/04/2026	Amendment VC265 makes corrections and updates to the Victoria Planning Provisions and all planning schemes to ensure they are current and accurate.
APPROVED	GC282	01/04/2026	The Amendment provides exemptions for significant transport projects in waterway corridors subject to Significant Landscape Overlays (SLOs) to prevent delays in the delivery of State infrastructure projects. The amendment also improves the SLOs clarity, consistency and corrects typographical errors.
APPROVED	VC277	01/04/2026	Amendment VC277 amends car parking requirements to align car parking rates with demand and reduce the number of car parks required in locations well-served by public transport.
APPROVED	VC304	22/03/2026	Extends the expiry date of the Dependent Persons Unit temporary provisions
APPROVED	VC300	19/03/2026	Amendment VC300 changes the VPP and all planning schemes in Victoria by implementing the Mid-Rise Code to introduce new deemed to comply assessment provisions for four to six storey residential development in residential zones.
APPROVED	VC298	18/03/2026	Amendment VC298 updates Clause 52.03 to reflect the Level Crossing Removal Project?s (LXRP) name change to Victorian Infrastructure Delivery Authority (VIDA) Rail and expand the clause?s application to projects carried out by or on behalf of VIDA Rail. The amendment also updates reference to the Guidelines for removal, destruction or lopping of native vegetation (DEECA, 2025).
APPROVED	VC301	18/03/2026	Amendment VC301 corrects Clause 52.37 table of permit exemptions to ensure public authorities and municipal councils do not require a permit to remove, destroy or lop a canopy tree to construct or maintain the transport system.
APPROVED	VC297	06/03/2026	Amendment VC297 creates an efficient approvals pathway for permits to facilitate the assessment of minor projects to support the delivery of the

Status	Code	Date	Description
APPROVED	VC295	04/03/2026	broader Suburban Rail Loop Authority transport program, including Suburban Rail Loop East. The amendment changes the VPP and all planning schemes to align the provisions with the new name for Major Road Projects Victoria (MRPV) to VIDA Roads.



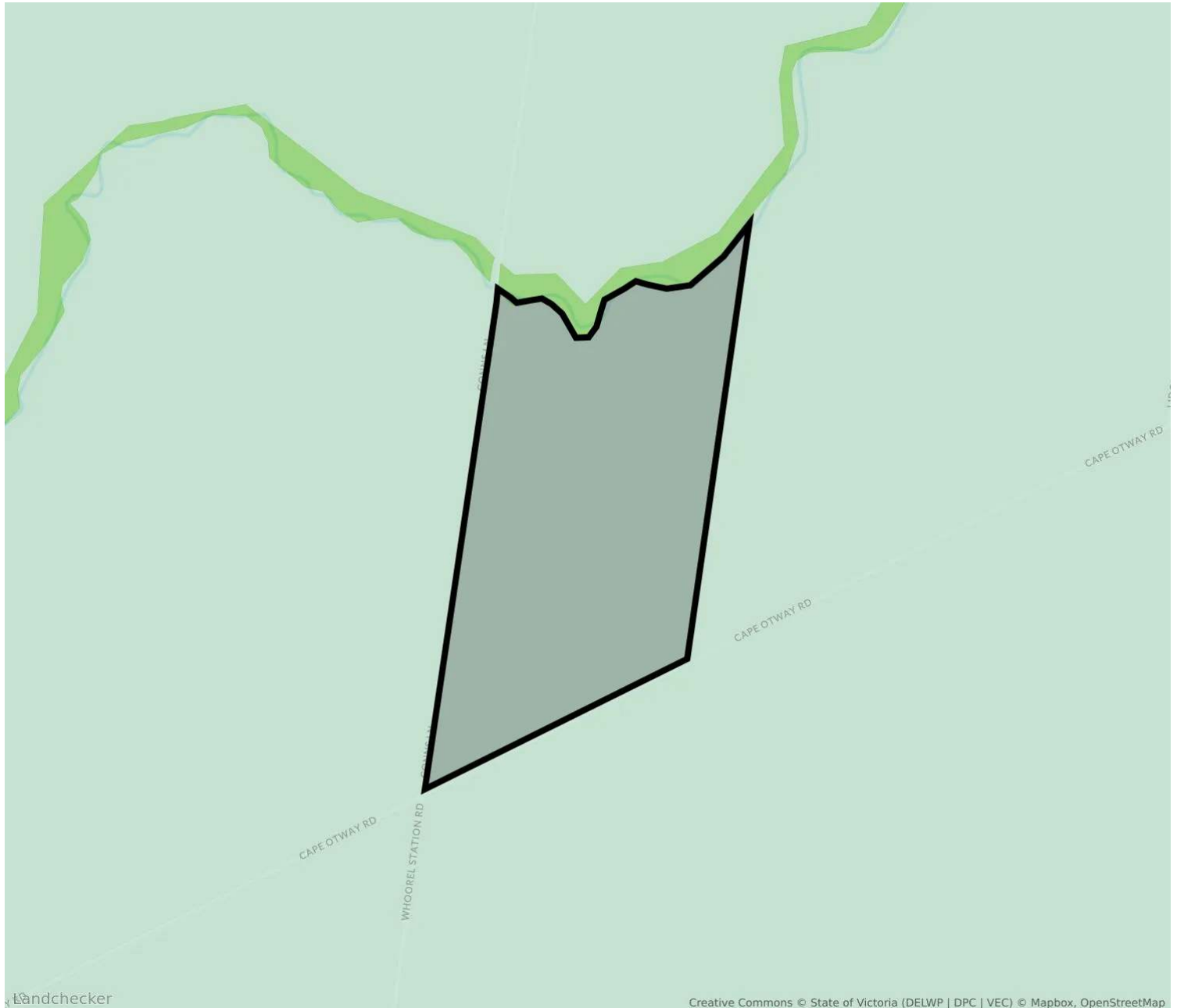
PROPOSED PLANNING SCHEME AMENDMENTS

No proposed planning scheme amendments for this property



ZONES

485 Conns Lane, Birregurra Vic 3242



FZ - Farming Zone

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

To provide for the use of land for agriculture.

To encourage the retention of productive agricultural land.

To ensure that non-agricultural uses, including dwellings, do not adversely affect the use of land for agriculture.

To encourage the retention of employment and population to support rural communities.

To encourage use and development of land based on comprehensive and sustainable land management practices and infrastructure provision.

To provide for the use and development of land for the specific purposes identified in a schedule to this zone.

VPP 35.07 Farming Zone

LPP 35.07 Schedule To Clause 35.07 Farming Zone

For confirmation and detailed advice about this planning zone, please contact COLAC OTWAY council on 03 5232 9400.

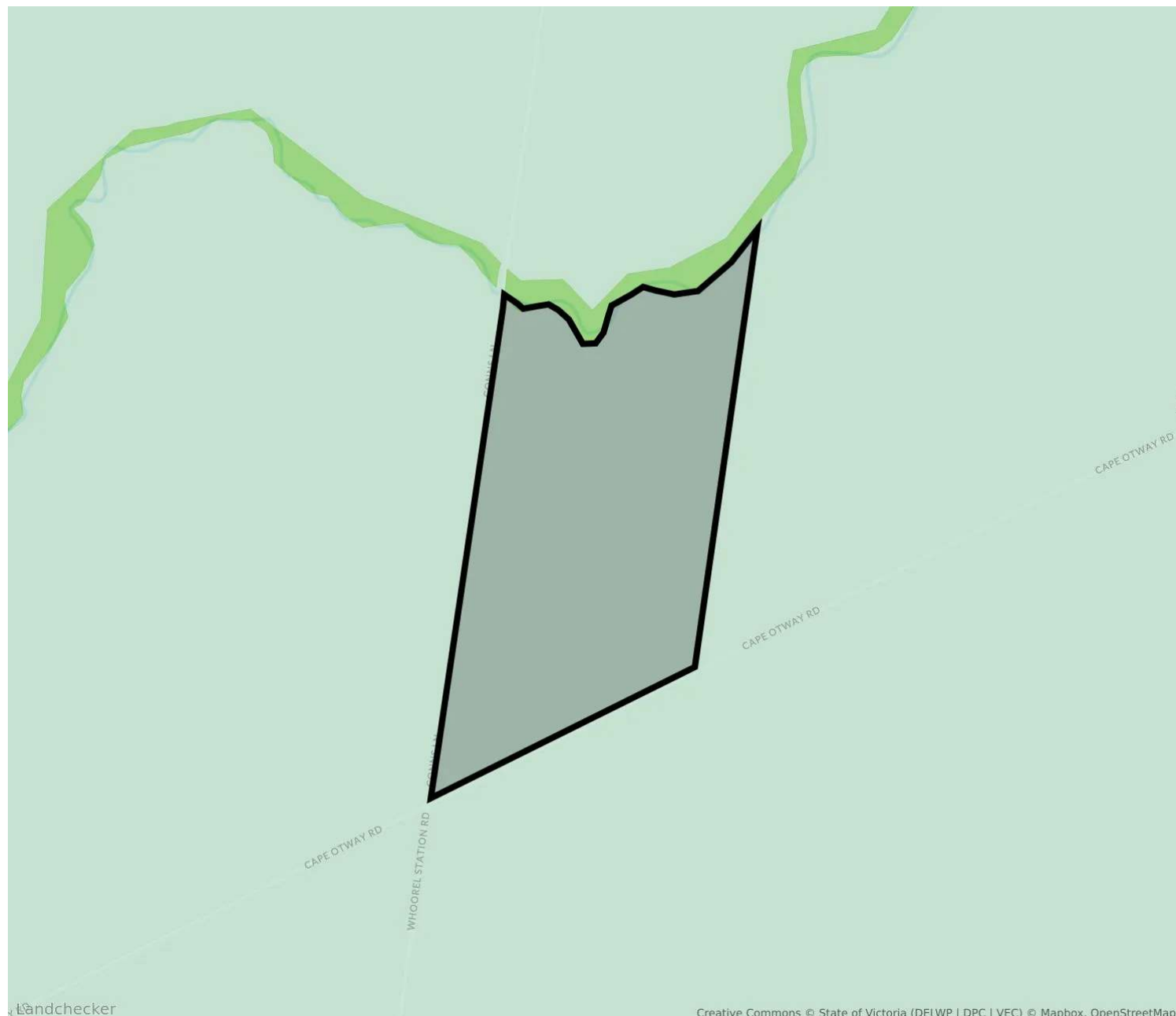
Other nearby planning zones

PCRZ - Public Conservation And Resource Zone



ZONES

485 Conns Lane, Birregurra Vic 3242



PCRZ - Public Conservation And Resource Zone

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

To protect and conserve the natural environment and natural processes for their historic, scientific, landscape, habitat or cultural values.

To provide facilities which assist in public education and interpretation of the natural environment with minimal degradation of the natural environment or natural processes.

To provide for appropriate resource based uses.

VPP 36.03 Public Conservation And Resource Zone

LPP 36.03 Schedule To Clause 36.03 Public Conservation And Resource Zone

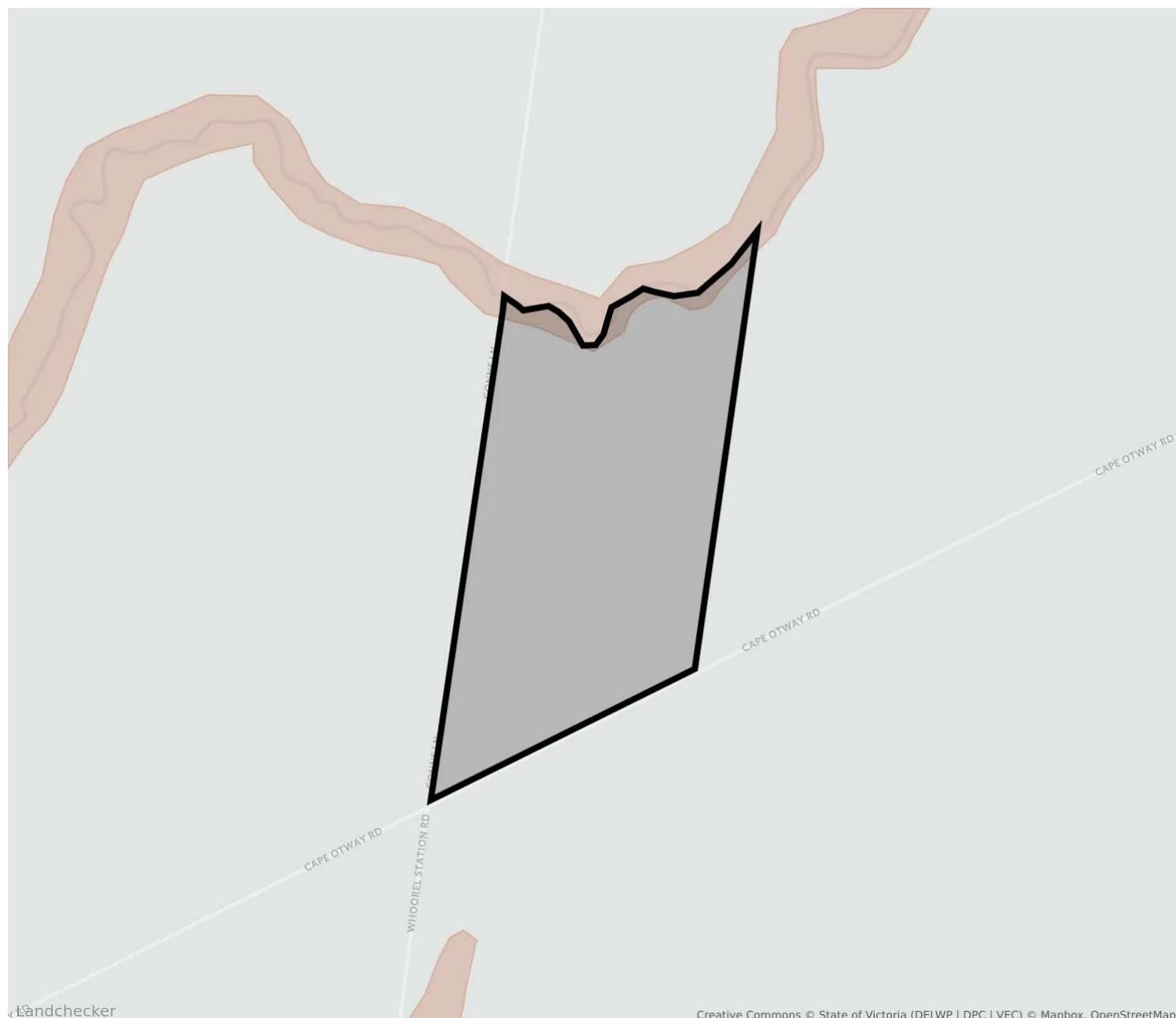
For confirmation and detailed advice about this planning zone, please contact COLAC OTWAY council on 03 5232 9400.

Other nearby planning zones

PCRZ - Public Conservation And Resource Zone



OVERLAYS



EMO1 – Erosion Management Overlay – Schedule 1

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

To protect areas prone to erosion, landslip, other land degradation or coastal processes by minimising land disturbance and inappropriate development.

[VPP 44.01 Erosion Management Overlay.](#)

To ensure that development can be undertaken at a tolerable risk to human life and property from landslip.

[LPP 44.01 Schedule 1 To Clause 44.01 Erosion Management Overlay.](#)

For confirmation and detailed advice about this planning overlay, please contact COLAC OTWAY council on 03 5232 9400.

OVERLAYS

485 Conns Lane, Birregurra Vic 3242



FO1 – Floodway Overlay – Schedule 1

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

To identify waterways, major floodpaths, drainage depressions and high hazard areas which have the greatest risk and frequency of being affected by flooding.

To ensure that any development maintains the free passage and temporary storage of floodwater, minimises flood damage and is compatible with flood hazard, local drainage conditions and the minimisation of soil erosion, sedimentation and silting.

To reflect any declarations under Division 4 of Part 10 of the Water Act, 1989 if a declaration has been made.

To protect water quality and waterways as natural resources by managing urban stormwater, protecting water supply catchment areas, and managing saline discharges to minimise the risks to the environmental quality of water and groundwater.

To ensure that development maintains or improves river and wetland health, waterway protection and flood plain health.

VPP 44.03 Floodway Overlay

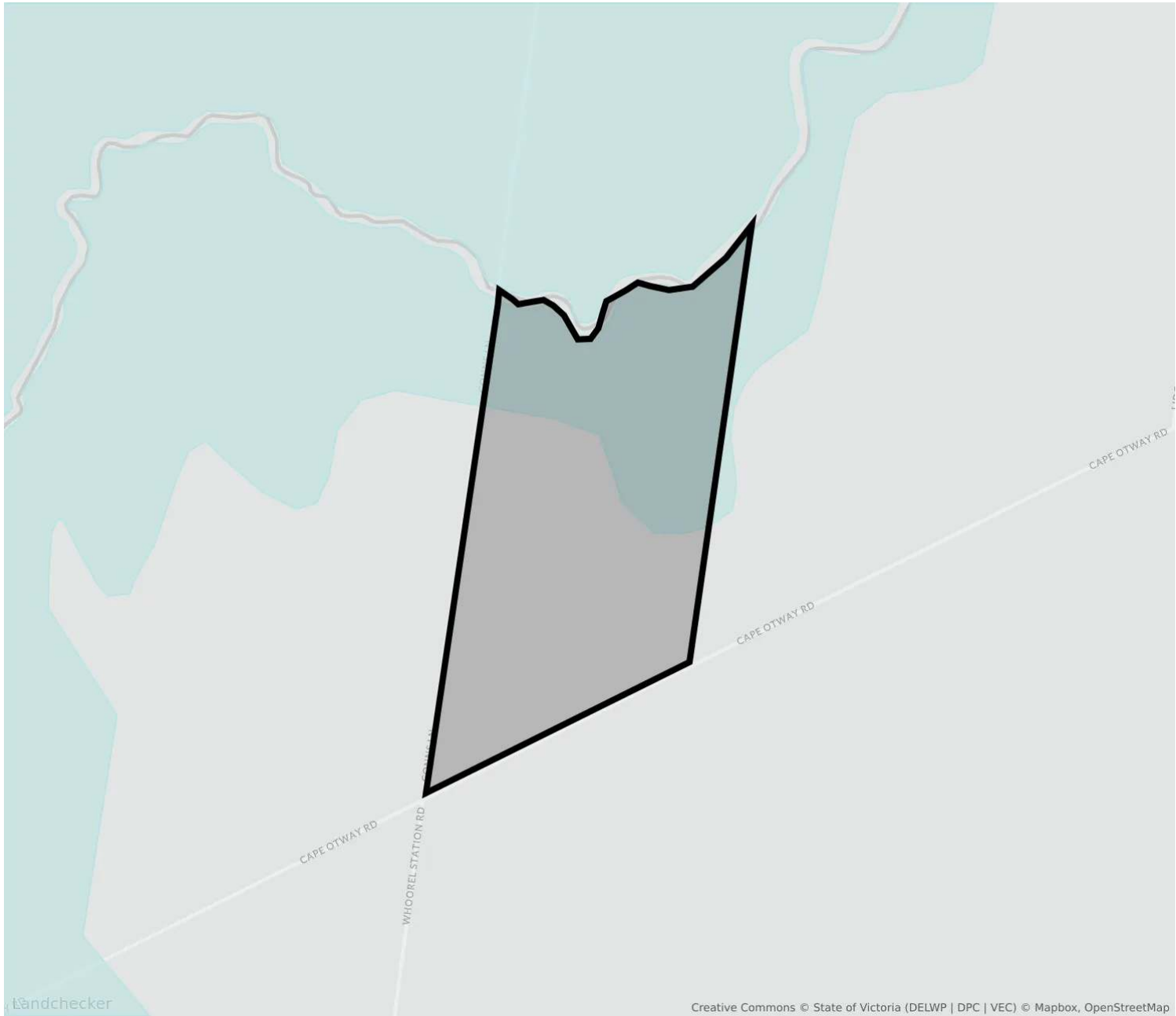
None specified.

LPP 44.03 Schedule 1 To Clause 44.03 Floodway Overlay

For confirmation and detailed advice about this planning overlay, please contact COLAC OTWAY council on 03 5232 9400.



OVERLAYS



LSIO1 – Land Subject To Inundation Overlay – Schedule 1

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

To identify flood prone land in a riverine or coastal area affected by the 1 in 100 (1 per cent Annual Exceedance Probability) year flood or any other area determined by the floodplain management authority.

To ensure that development maintains the free passage and temporary storage of floodwaters, minimises flood damage, responds to the flood hazard and local drainage conditions and will not cause any significant rise in flood level or flow velocity.

To minimise the potential flood risk to life, health and safety associated with development.

To reflect a declaration under Division 4 of Part 10 of the Water Act, 1989.

To protect water quality and waterways as natural resources by managing urban stormwater, protecting water supply catchment areas, and managing saline discharges to minimise the risks to the environmental quality of water and groundwater.

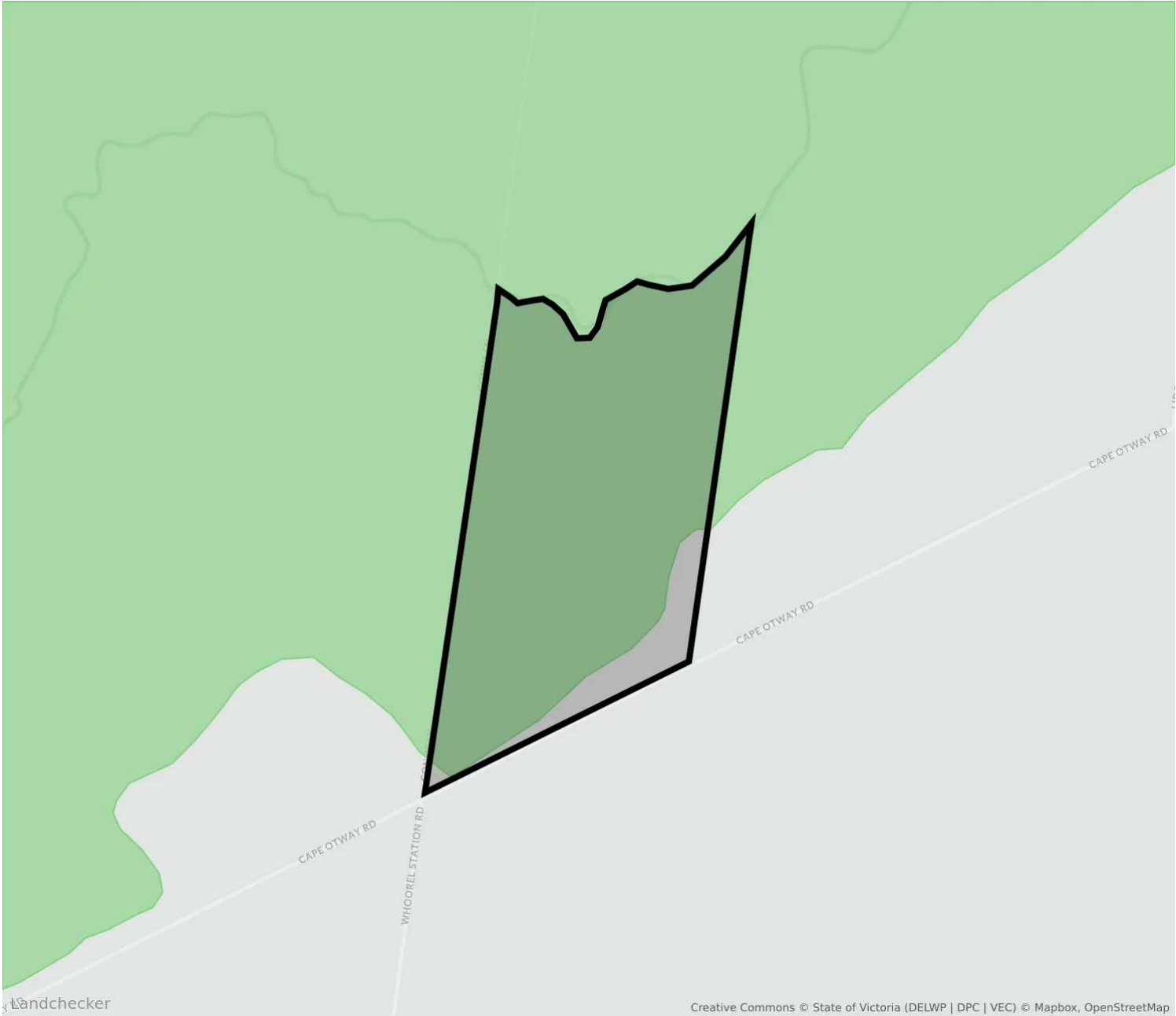
To ensure that development maintains or improves river, marine, coastal and wetland health, waterway protection and floodplain health.

VPP 44.04 Land Subject To Inundation Overlay

None specified.

LPP 44.04 Schedule 1 To Clause 44.04 Land Subject To Inundation Overlay
For confirmation and detailed advice about this planning overlay, please contact COLAC OTWAY council on 03 5232 9400.





SLO6 - Significant Landscape Overlay - Schedule 6

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To identify significant landscapes.
To conserve and enhance the character of significant landscapes.

VPP 42.03 Significant Landscape Overlay

The Barwon River (Parwan) forms part of the connected system of rivers within the Barwon catchment (Barre Warre Yulluk). The river has intrinsic spiritual connections and living cultural heritage significance to Traditional Owners and is of high natural and landscape value. Due to the topography and landscape of the river, bushfire is a present risk in some locations along the corridor. The landscape of the main reach of the Barwon River commences at the confluence of the river's East and West Branches at Yeodene. The river then flows through Birregurra and Winchelsea and converges with the Leigh River (Waywatcurtan) at Inverleigh. From Inverleigh, it meets the Moorabool River (Mooroobull) at Fyansford. The river generally flows across an open landscape of gently undulating hills, incised into the volcanic plains, set within channels of varying depths and widths. The agricultural and rural landscape is visually open and generally sparsely vegetated. Within this setting, the riparian corridor forms a green spine through the landscape with Floodplain Riparian Woodland and Shrublands flanking the river. Riparian vegetation

includes examples of River Red Gums (Biyal), Blackwood (Burn-naa-look), and Silver Wattles. The riparian corridor provides important habitat for threatened species like the Platypus (Wad-durring), Australian Grayling, and Yarra Pygmy Perch. In addition to indigenous species there are extensive examples of weeds, such as Willows and Glyceria which, at points, congest the river. At Birregurra, the Barwon River is characterised by pockets of open space abutting the river and with evidence of river rehabilitation. At Winchelsea, the river flows through the centre of the town in a modest, vegetated channel where river restoration works have been undertaken. At Inverleigh the river converges with the Leigh River. The confluence is of high cultural value to Wadawurrung Traditional Owners, and open space and walking trails characterise the river setting. From Fyansford to Breakwater the river flows through Geelong (Djilang), with urban development located on both sides of the river. Through Geelong, the river is visually dominant and generally flanked by large open spaces and parklands. In some areas the setback to the corridor is reduced with development backing onto the river and there are opportunities to repair and enhance the river and its interfaces. The river setting is an important characteristic of Geelong, with the natural riparian corridor forming a strong and distinct green spine through the urban landscape and comprising an important linear park network. From Breakwater,

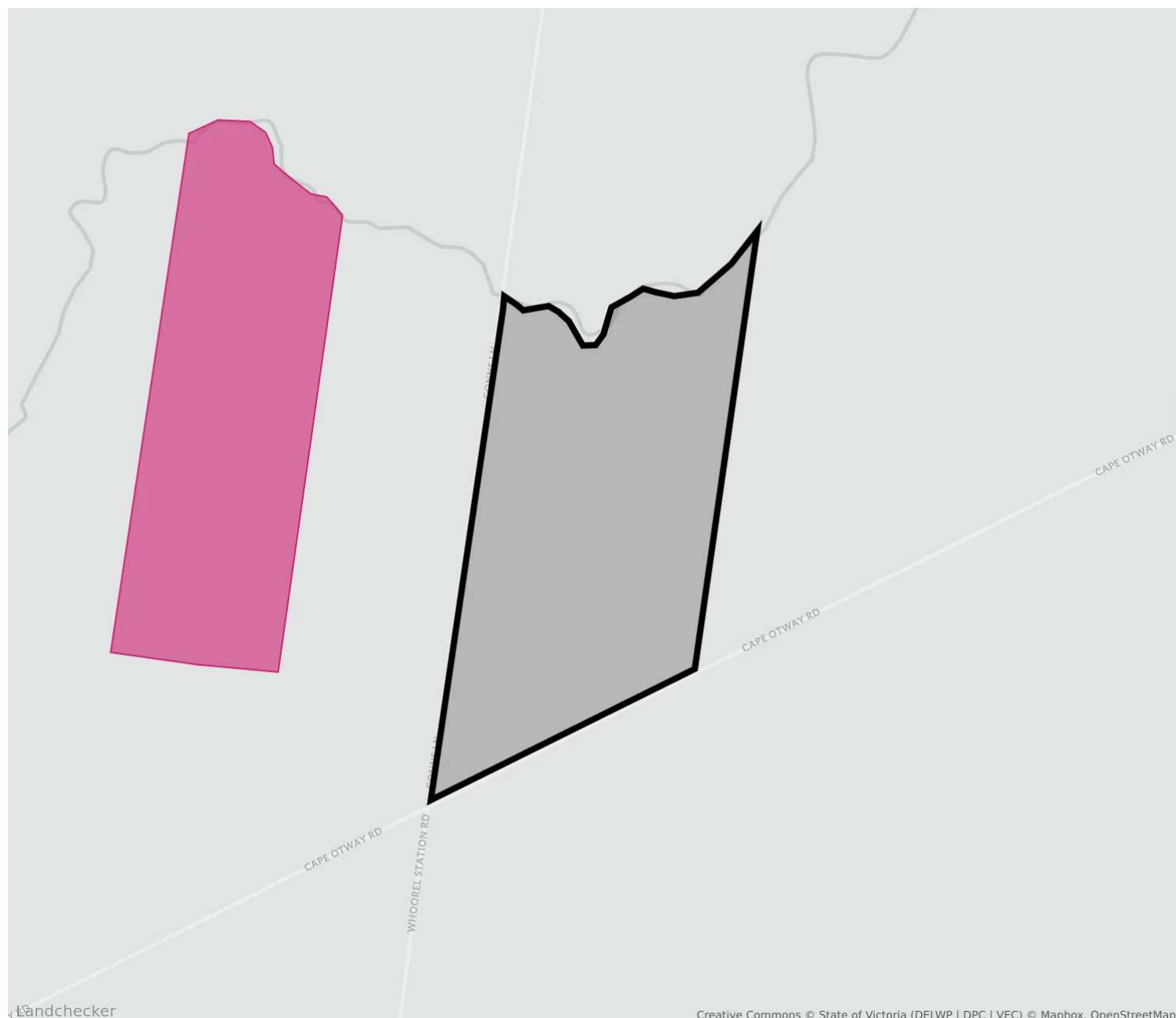


the river flows into the Lake Connewarre (Connewarre) system, an area of high cultural significance to Wadawurrung Traditional Owners. The system forms a series of Ramsar protected lakes and wetlands, part of the Connewarre Wildlife Reserve. Through this area, the river is characterised by indigenous vegetation which supports the unique ecology of the region. From the Lake Connewarre system, the river is fringed by mangroves and the beaches of Barwon Heads and Ocean Grove. The final section of the river is characterised by river channelling through sandbars and mudflats, and views of Barwon Bluff, Ingamells Bay and Bass Strait beyond.

[LPP 42.03 Schedule 6 To Clause 42.03 Significant Landscape Overlay](#)

For confirmation and detailed advice about this planning overlay, please contact COLAC OTWAY council on 03 5232 9400.

NEARBY OVERLAYS

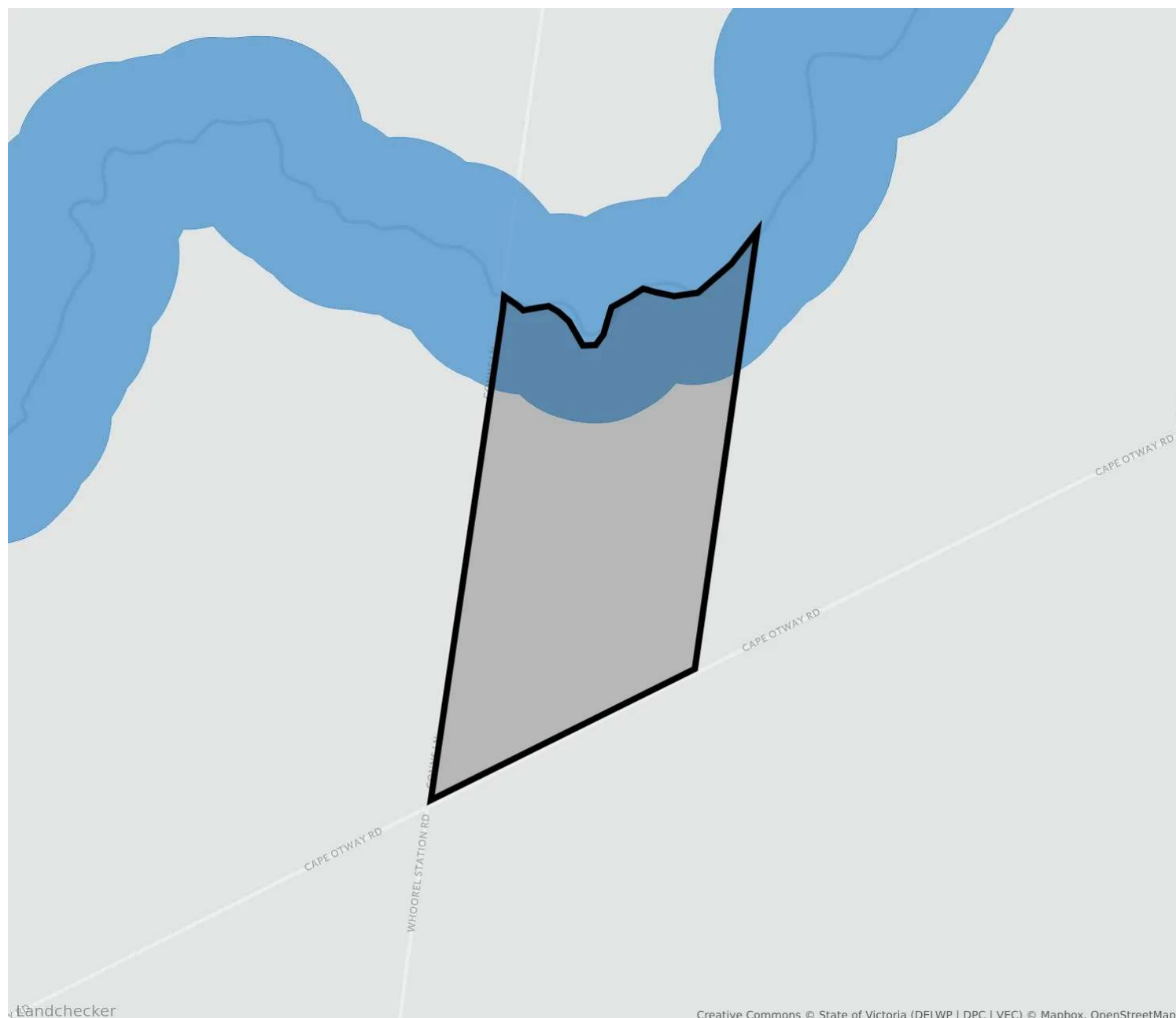


HO - Heritage Overlay

For confirmation and detailed advice about this planning overlay, please contact COLAC OTWAY council on 03 5232 9400.

CULTURAL HERITAGE SENSITIVITY

485 Conns Lane, Birregurra Vic 3242



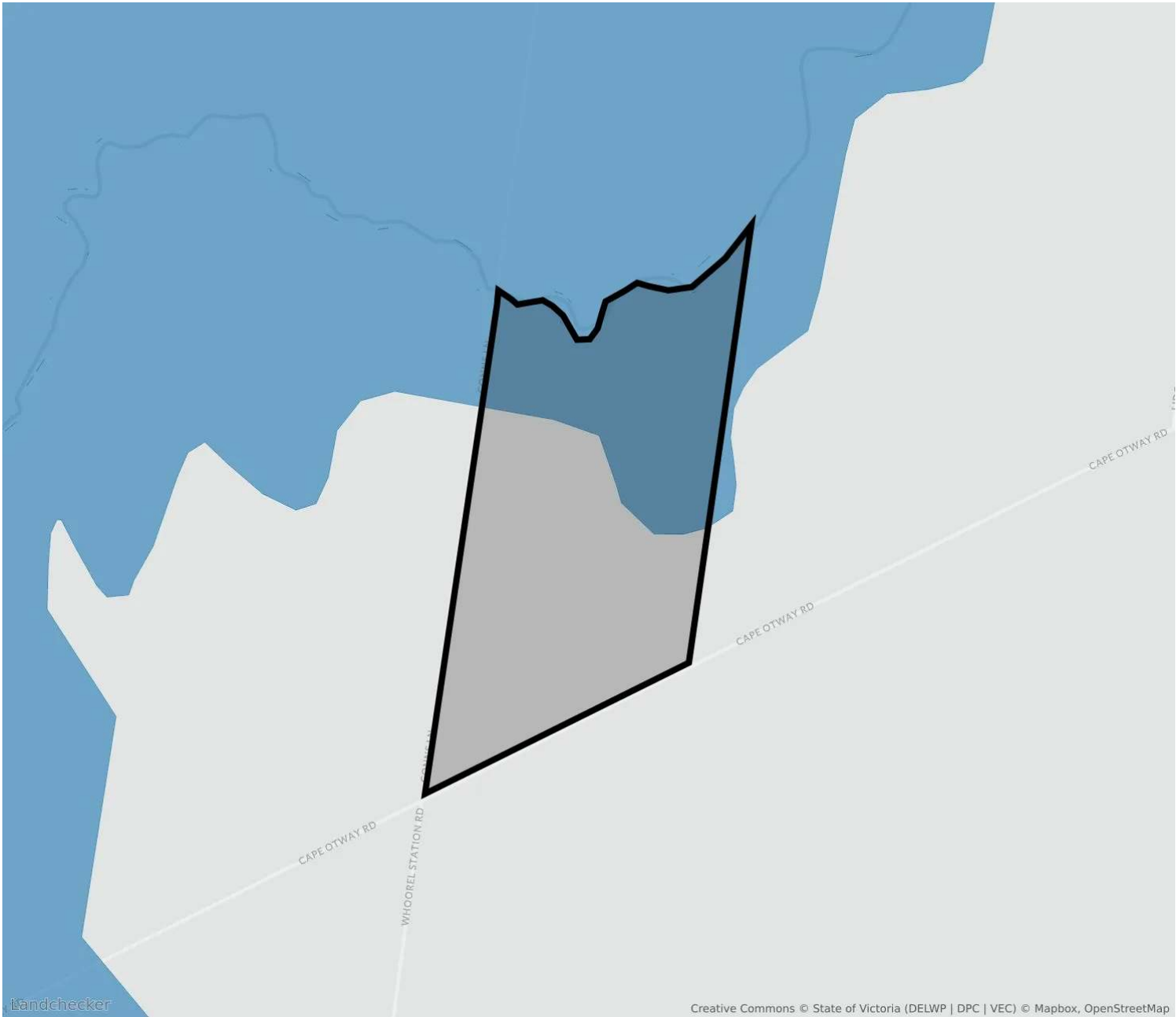
Aboriginal Cultural Heritage Sensitivity

This property is within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact COLAC OTWAY council on 03 5232 9400.

FLOOD

485 Conns Lane, Birregurra Vic 3242



Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning FO1	Affected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO1	Affected	State	23/02/2026
Department of Environment, Land, Water and Planning FO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning FO2	Unaffected	State	23/02/2026

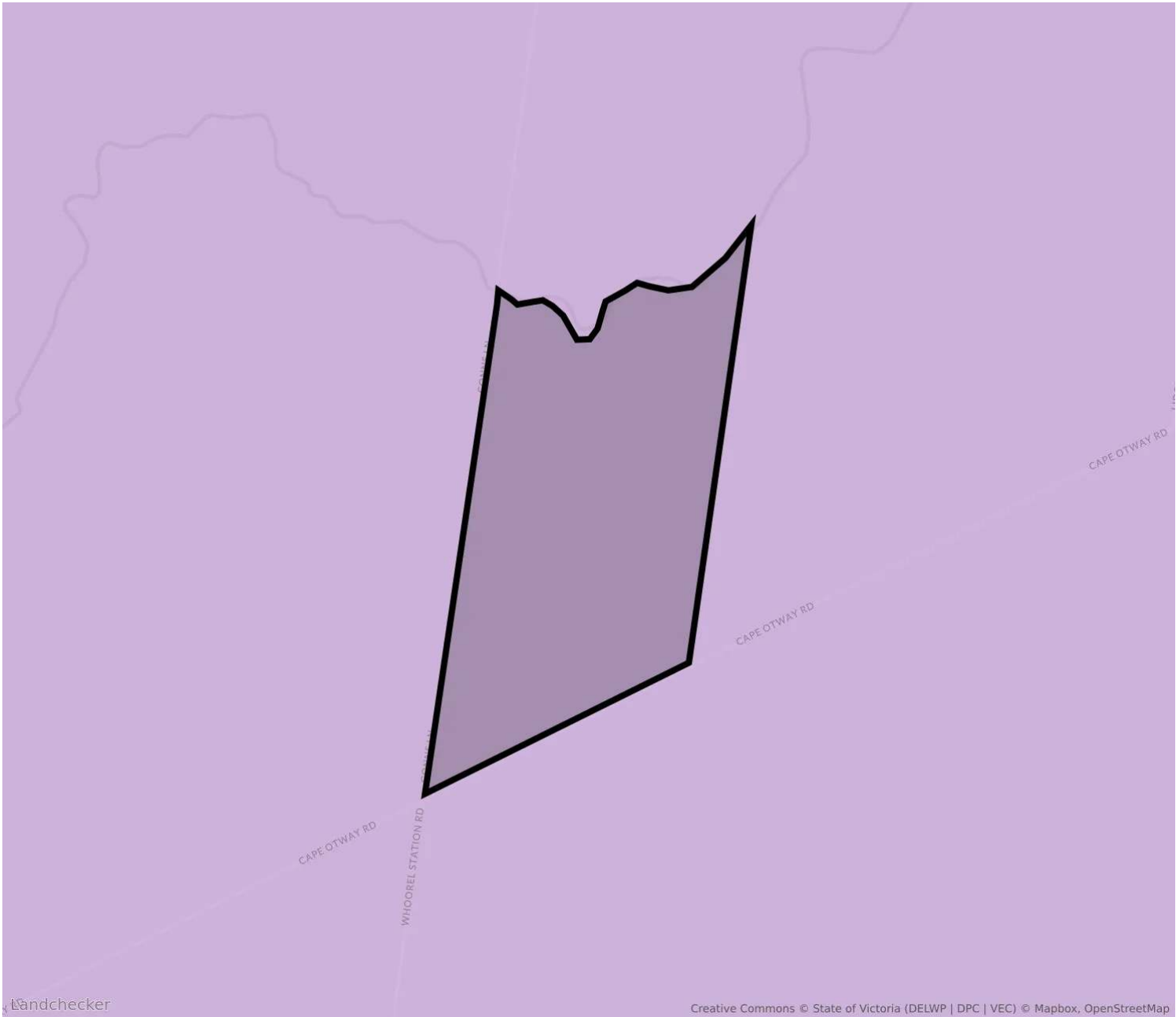


Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning FO3	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO2	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO3	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO4	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning RFO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO1	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO2	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO3	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning UFZ	Unaffected	State	23/02/2026



BUSHFIRE PRONE AREA

485 Conns Lane, Birregurra Vic 3242



 Bushfire Prone Area

This property is within a zone classified as a bushfire prone area.
For confirmation and detailed advice about this bushfire prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BPA	Affected	State	09/03/2026
Department of Environment, Land, Water and Planning BMO	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning BMO1	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning BMO2	Unaffected	State	09/03/2026

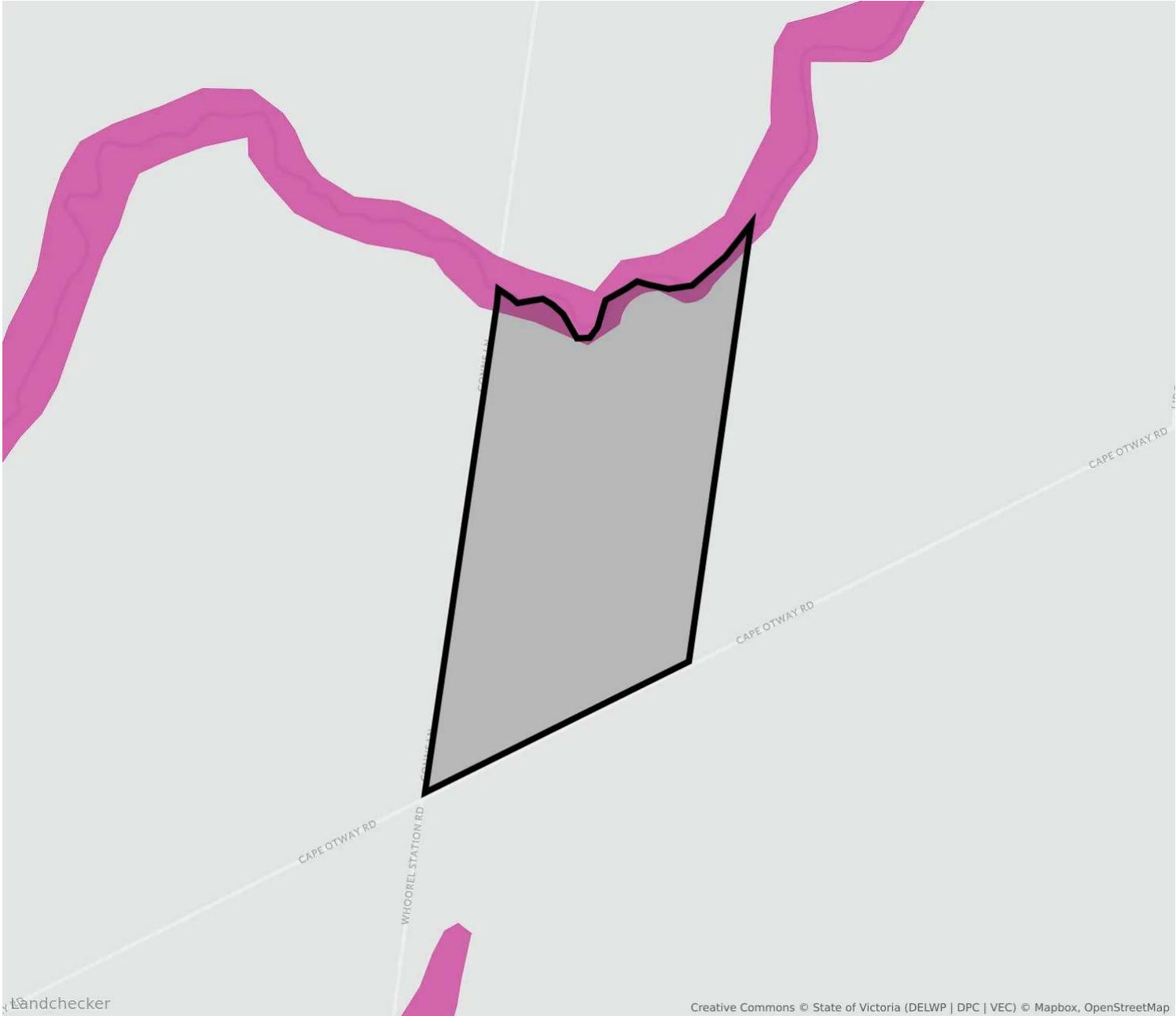


Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BMO3	Unaffected	State	09/03/2026



LANDSLIDE

485 Conns Lane, Birregurra Vic 3242



Landslide Prone Area
This property is within a zone classified as a landslide prone area.
For confirmation and detailed advice about this landslide prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO1	Affected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO2	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO3	Unaffected	State	09/03/2026



Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO4	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO5	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO6	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO7	Unaffected	State	09/03/2026



PROPTRACK COMPARABLE SALES

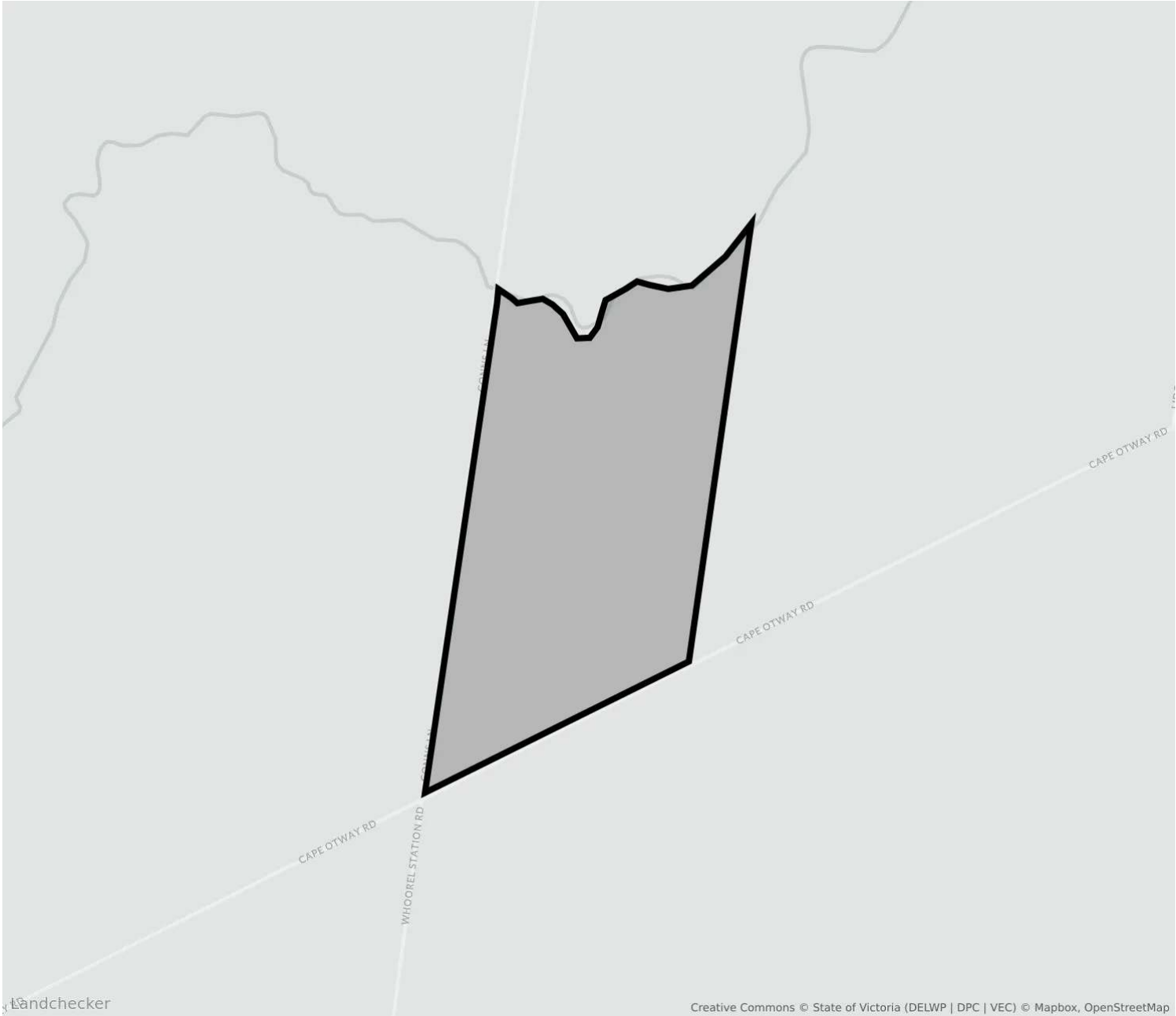
485 Conns Lane, Birregurra Vic 3242

No comparable sales found nearby



PLANNING PERMIT HISTORY

485 Conns Lane, Birregurra Vic 3242

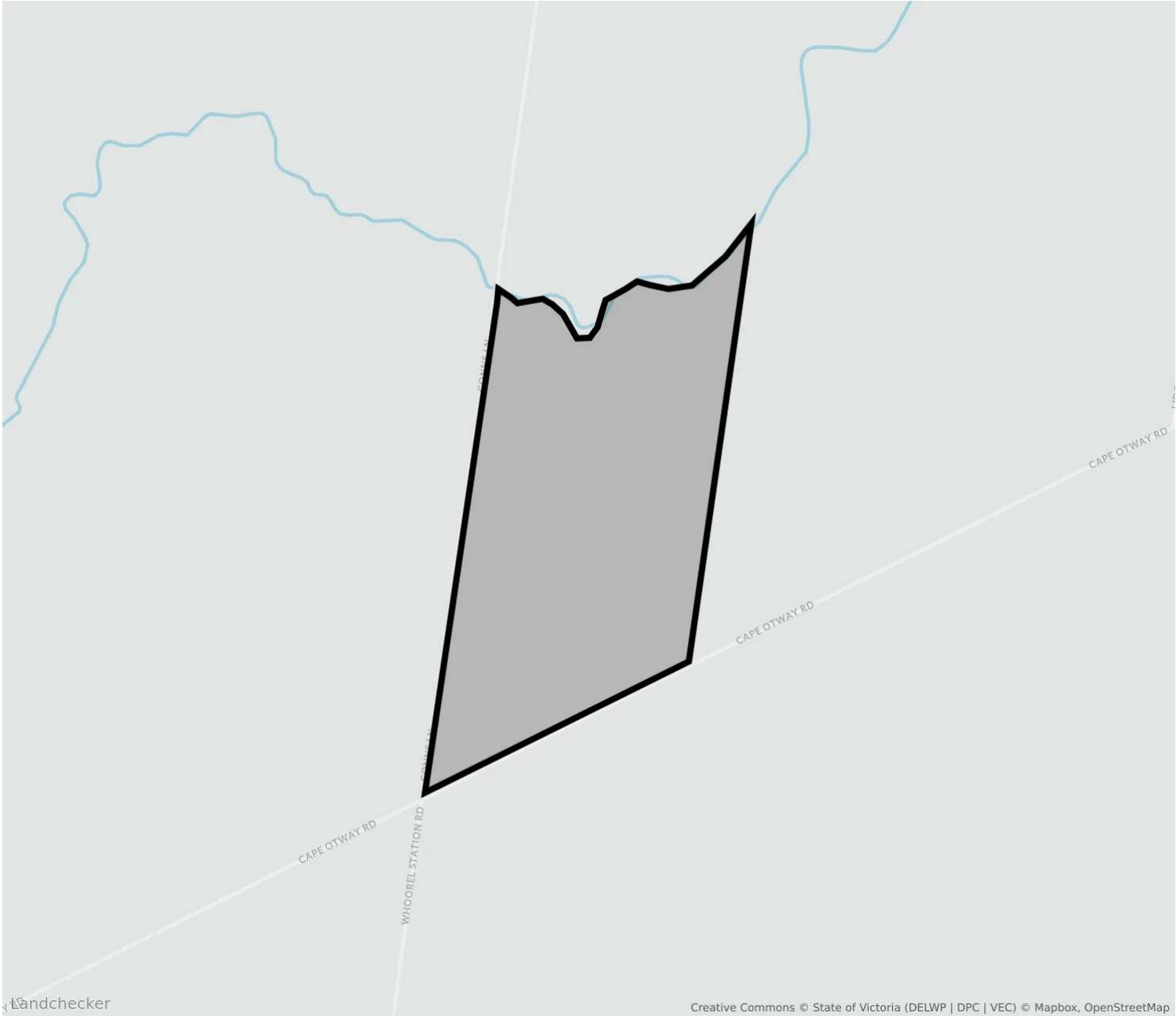


No planning permit data available for this property.



NEARBY PLANNING PERMITS

485 Conns Lane, Birregurra Vic 3242

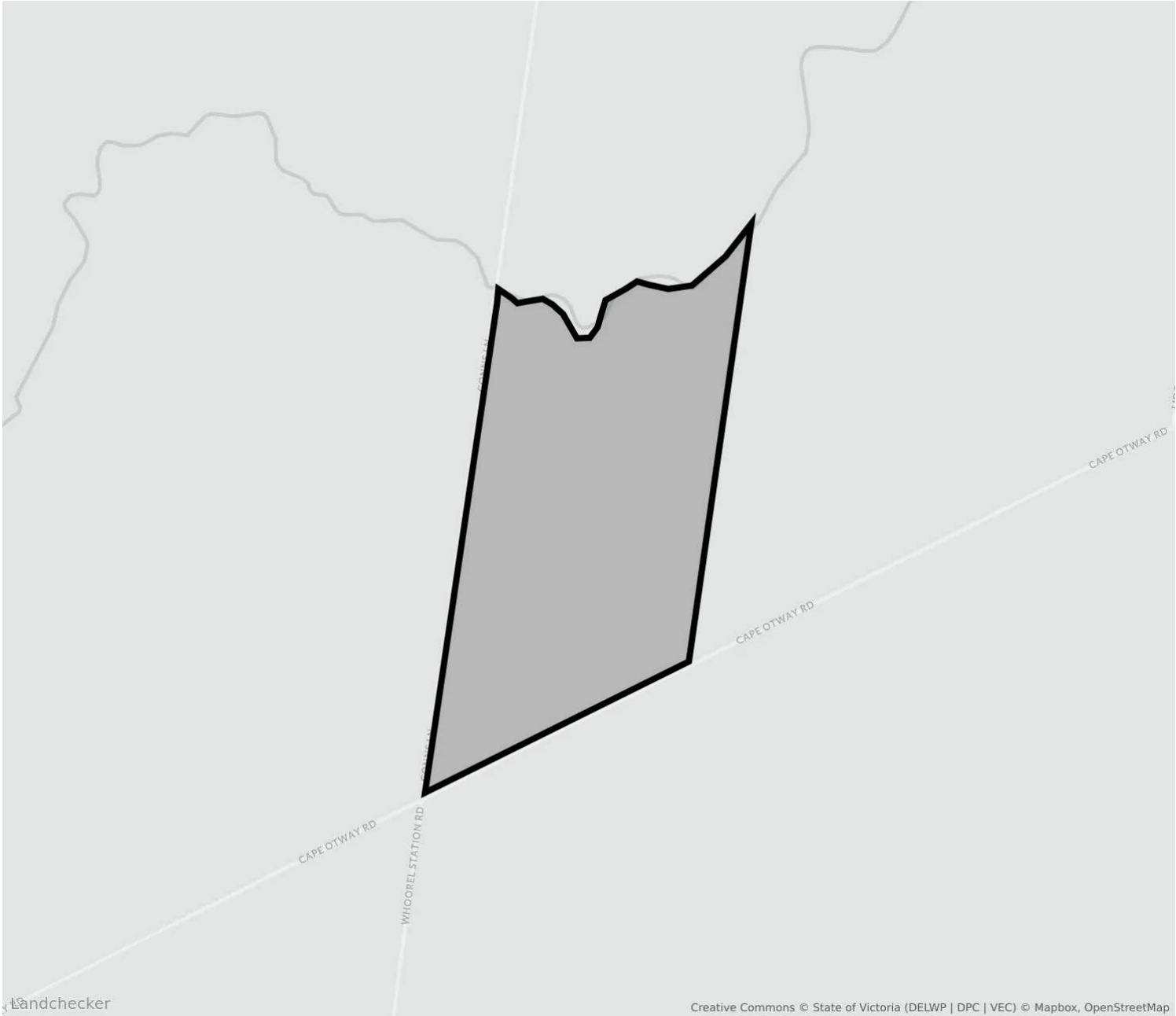


No planning permit data available for nearby properties.



EASEMENTS

485 Conns Lane, Birregurra Vic 3242

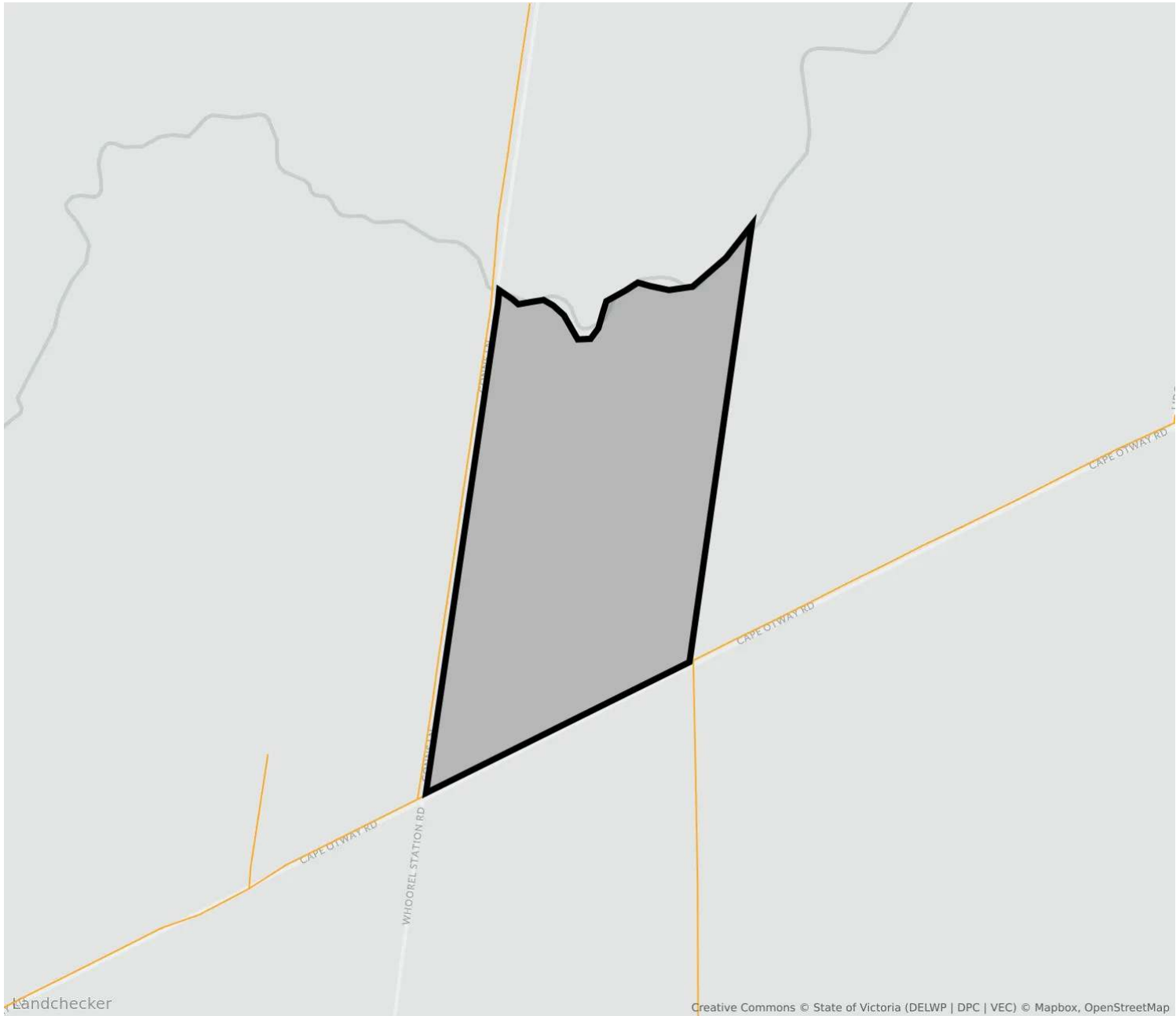


No easements for this property



NEARBY EASEMENTS

485 Conns Lane, Birregurra Vic 3242



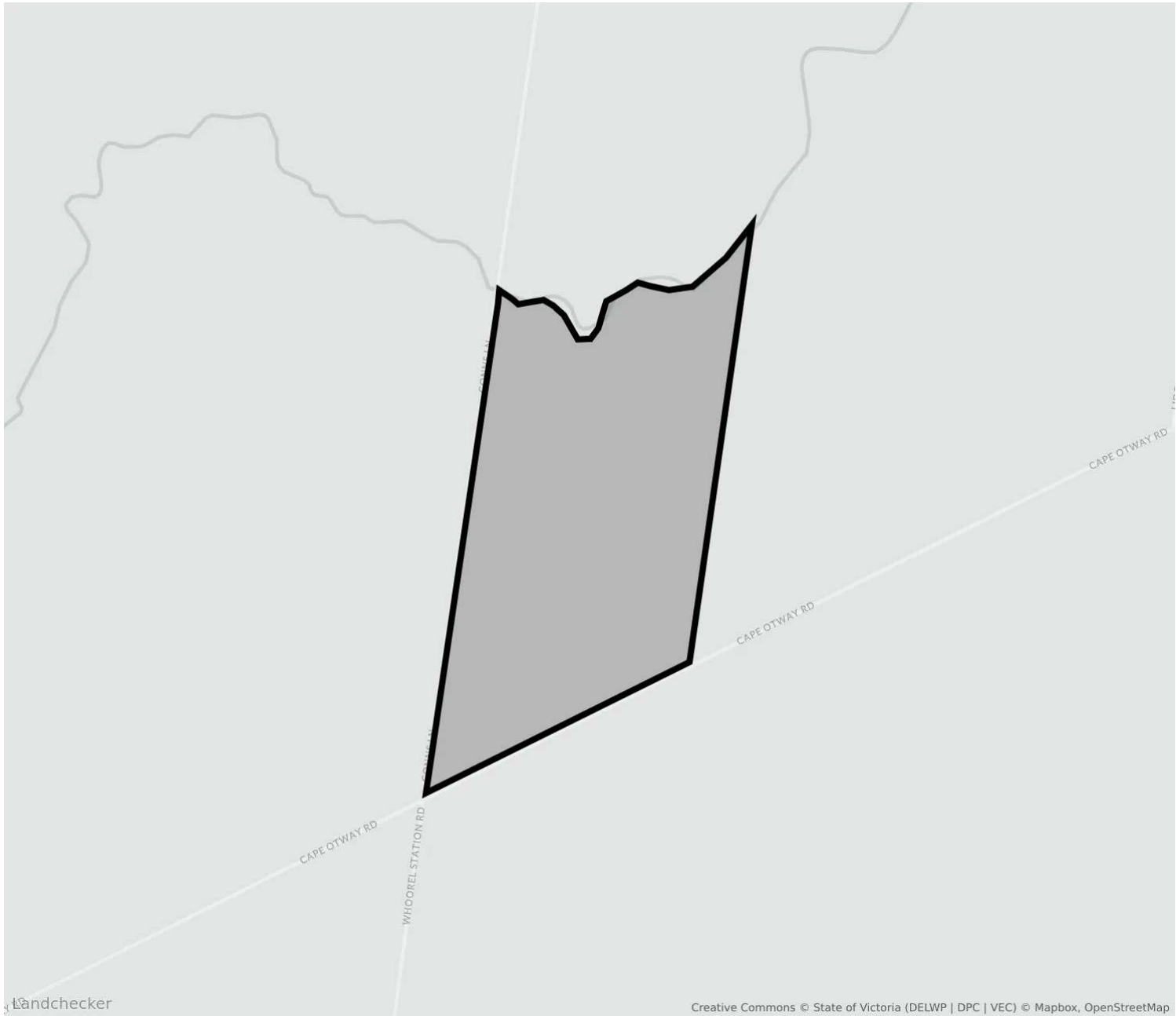
Electricity
Department of Energy, Environment, and Climate Action

The easement(s) displayed is indicative only and may represent a subset of the total easements.
For confirmation and detailed advice about the easement(s) nearby this property, please contact the relevant source authority.



TOPOGRAPHY

485 Conns Lane, Birregurra Vic 3242



10 - 20m Contours

For confirmation and detailed advice about the elevation of the property, please contact COLAC OTWAY council on 03 5232 9400.



TERMS AND CONDITIONS

485 Conns Lane, Birregurra Vic 3242

1. Property Report

This Property Report:

- a. is issued subject to the terms and conditions in respect of which Property Reports are issued by Landchecker; and
- b. contains data owned or licensed by our service providers that Landchecker Pty Ltd licences under the terms and conditions in the following links:
 - i. <https://creativecommons.org/licenses/by/4.0/legalcode> in respect of data supplied by the State of Victoria;
 - ii. <https://creativecommons.org/licenses/by/4.0/> respect of census data supplied by the Commonwealth of Australia;
 - iii. <https://www.mapbox.com/tos>, in respect of data supplied by Mapbox Inc.; and
 - iv. <https://www.openstreetmap.org/copyright>, in respect of data supplied by Open Street Maps;
 - v. The information is supplied by Landchecker (ABN 31 607 394 696) on behalf of PropTrack Pty Ltd (ABN 43 127 386 298) Copyright and Legal Disclaimers about Property Data (PropTrack); and
 - vi. <https://creativecommons.org/licenses/by/4.0/> in respect of data supplied by the Australian Curriculum, Assessment and Reporting Authority (ACARA).

2. Use of Property Report

This Property Report is made available for information purposes only. Recipients of this Property Report acknowledge and agree that they may not rely upon the content of this Property Report for any other purposes other than the express purpose for which it is issued and that recipients:

- a. must not use if in any manner which is unlawful, offensive, threatening, defamatory, fraudulent, misleading, deceptive or otherwise inappropriate;
- b. must seek their own independent professional advice and seek their own professional advice in respect of the subject matter of this Property Report before acting on or referring to any of the information contained in this Property Report;

- c. acknowledge that this Property Report is provided entirely at recipients' own risk and neither Landchecker nor its service providers take any responsibility or liability for any loss or damage suffered by recipients in reliance on this Property Report; and
- d. acknowledge that this Property Report will not be accurate, complete or reliable.

3. Attributions

State Government Copyright Notice and Disclaimer

The State of Victoria owns the copyright in the Property Sales Data and reproduction of that data in any way without the consent of the State and Victoria will constitute a breach of the Copyright Act 1968 (Cth). The State of Victoria does not warrant the accuracy or completeness of the Property Sales Data and any person using or relying upon such information does so on the basis that the State of Victoria accepts no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information supplied.

Neither Landchecker nor this Property Report are affiliated with, endorsed or authorised by the State of Victoria.

The data in this Property Report may contain property data in respect of an adjacent State. The attribution in respect of the Property Data is only in respect of the property for which the Property Report was obtained. Additional attribution statements for adjoining properties are available in Landchecker's terms of use.

Australian Curriculum Assessment and Reporting Authority

This Property Report contains data that was downloaded from the ACARA website (www.acara.edu.au) (accessed 1 April 2019) and was not modified that is © copyright 2009 to present. ACARA does not:

- a. endorse any product, such as this Property Report, that uses ACARA material; or
- b. make any representations as to the quality of such products.



PROPERTY REPORT

Created at 26 May 2026 01:52 PM

PROPERTY DETAILS

Address: **485 CONNS LANE BIRREGURRA 3242**

Lot and Plan Number: **Lot 6 LP5302**

Standard Parcel Identifier (SPI): **6\LP5302**

Local Government Area (Council): **COLAC OTWAY**

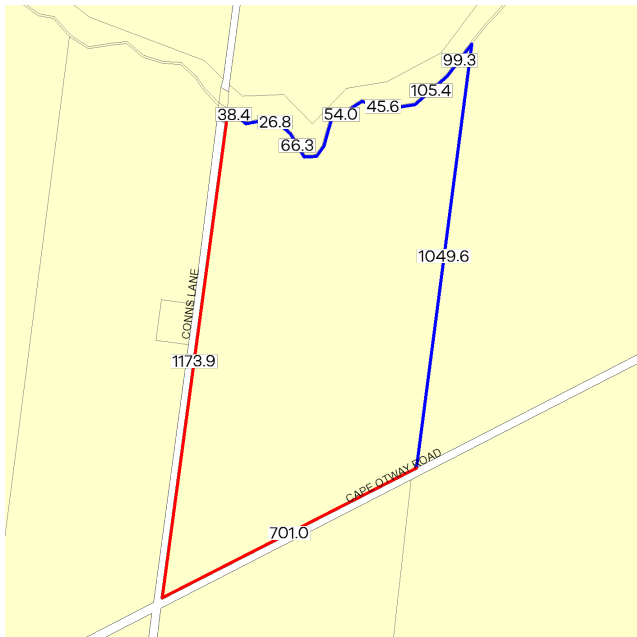
Council Property Number: **11982**

Directory Reference: **Vicroads 92 F7**

www.colacotway.vic.gov.au

SITE DIMENSIONS

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



Area: 598880 sq. m (59.89 ha)

Perimeter: 3757 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.

12 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: **POLWARTH**

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](#)

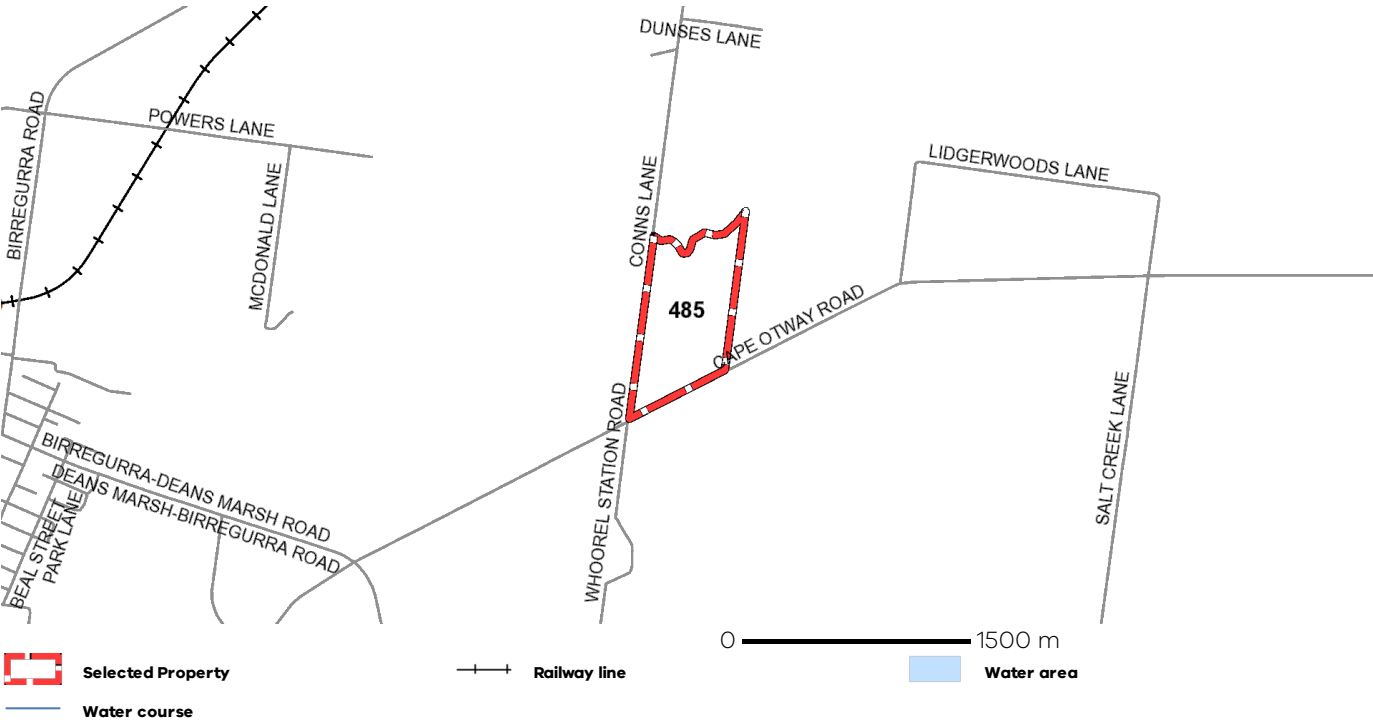
Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



PLANNING PROPERTY REPORT



From www.planning.vic.gov.au at 26 May 2026 01:52 PM

PROPERTY DETAILS

Address: 485 CONNS LANE BIRREGURRA 3242
Lot and Plan Number: Lot 6 LP5302
Standard Parcel Identifier (SPI): 6\LP5302
Local Government Area (Council): COLAC OTWAY
Council Property Number: 11982
Planning Scheme: Colac Otway
Directory Reference: Vicroads 92 F7

www.colacotway.vic.gov.au

[Planning Scheme - Colac Otway](#)

UTILITIES

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

STATE ELECTORATES

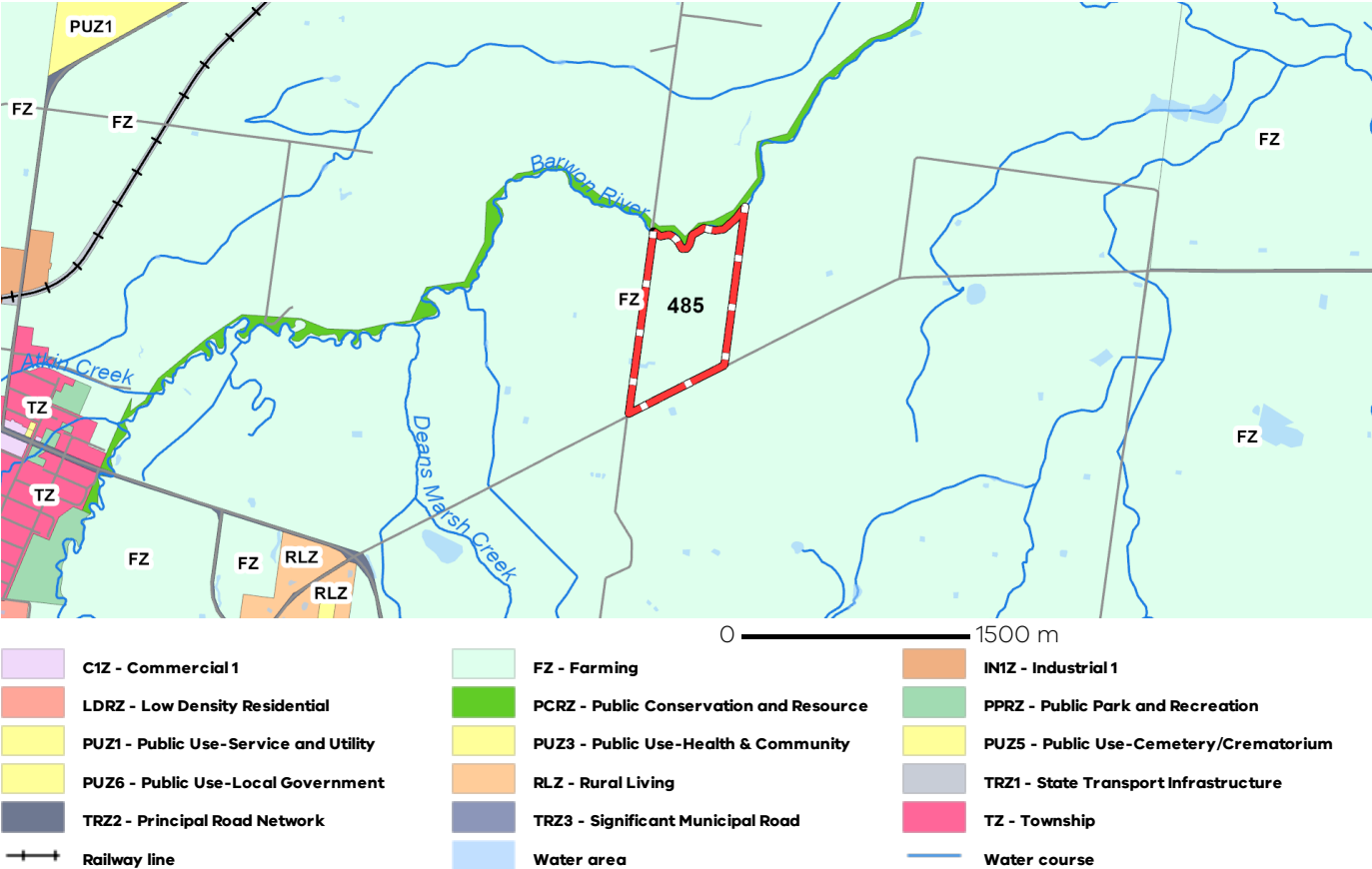
Legislative Council: WESTERN VICTORIA
Legislative Assembly: POLWARTH
OTHER
Registered Aboriginal Party: Eastern Maar Aboriginal Corporation
Fire Authority: Country Fire Authority

[View location in VicPlan](#)

PLANNING PROPERTY REPORT

Planning Zones

[FARMING ZONE \(FZ\) \(COLAC OTWAY\)](#)
[SCHEDULE TO THE FARMING ZONE \(FZ\) \(COLAC OTWAY\)](#)
[PUBLIC CONSERVATION AND RESOURCE ZONE \(PCRZ\) \(COLAC OTWAY\)](#)
[SCHEDULE TO THE PUBLIC CONSERVATION AND RESOURCE ZONE \(PCRZ\) \(COLAC OTWAY\)](#)



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

PLANNING PROPERTY REPORT

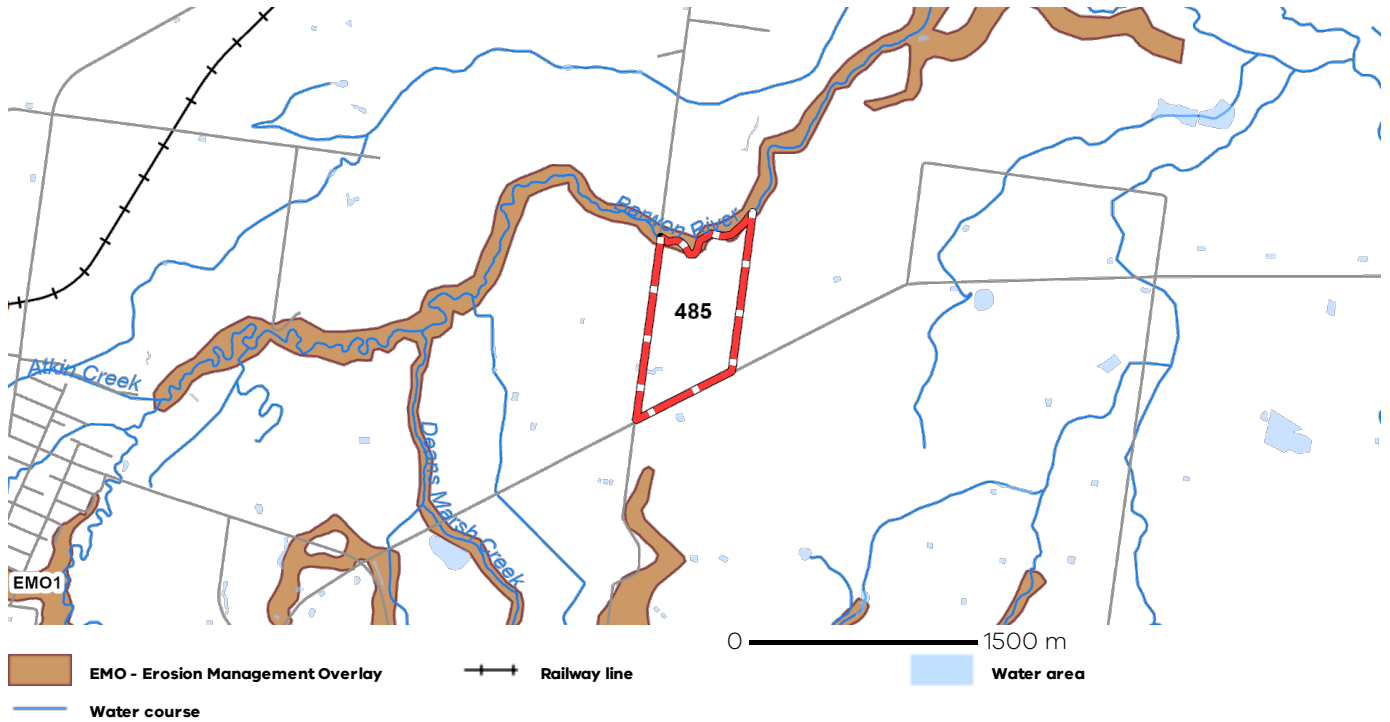


Department
of Transport
and Planning

Planning Overlays

EROSION MANAGEMENT OVERLAY (EMO) (COLAC OTWAY)

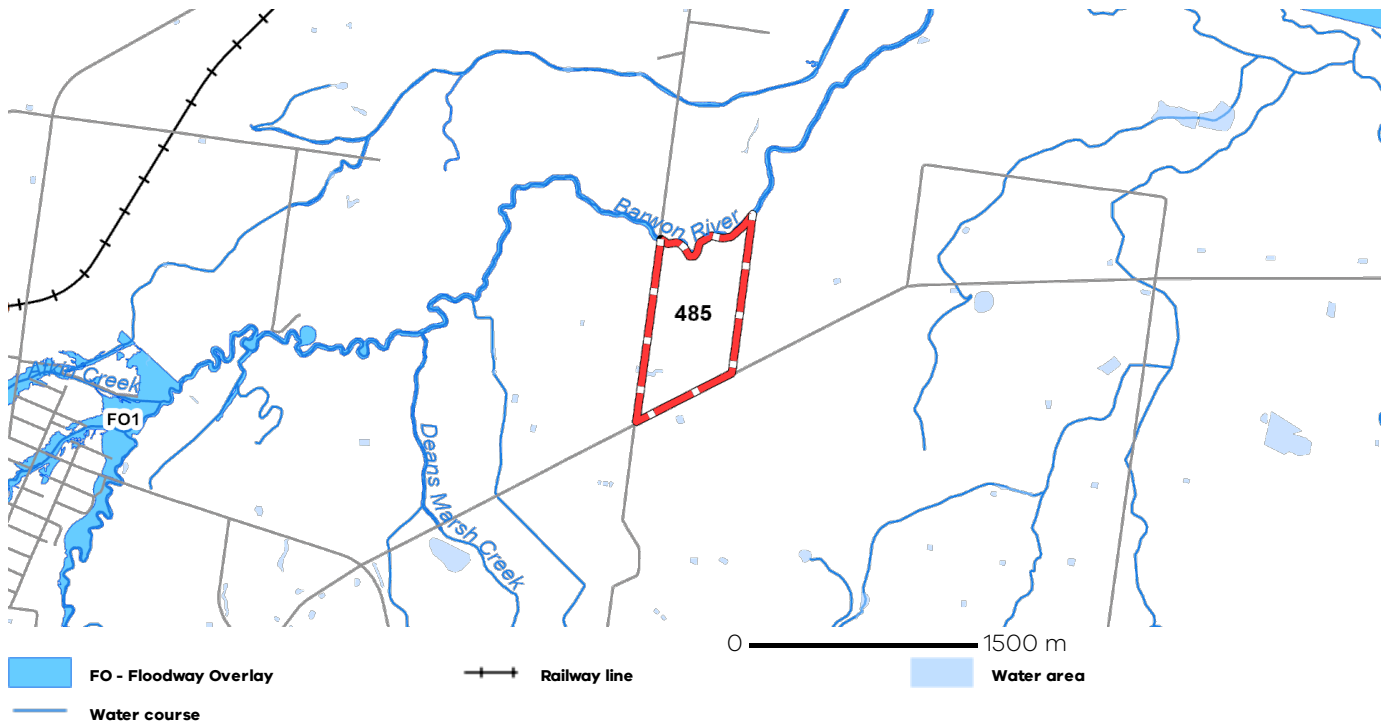
EROSION MANAGEMENT OVERLAY - SCHEDULE 1 (EMO1) (COLAC OTWAY)



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

FLOODWAY OVERLAY (FO) (COLAC OTWAY)

FLOODWAY OVERLAY - SCHEDULE 1 (FO1) (COLAC OTWAY)



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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

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

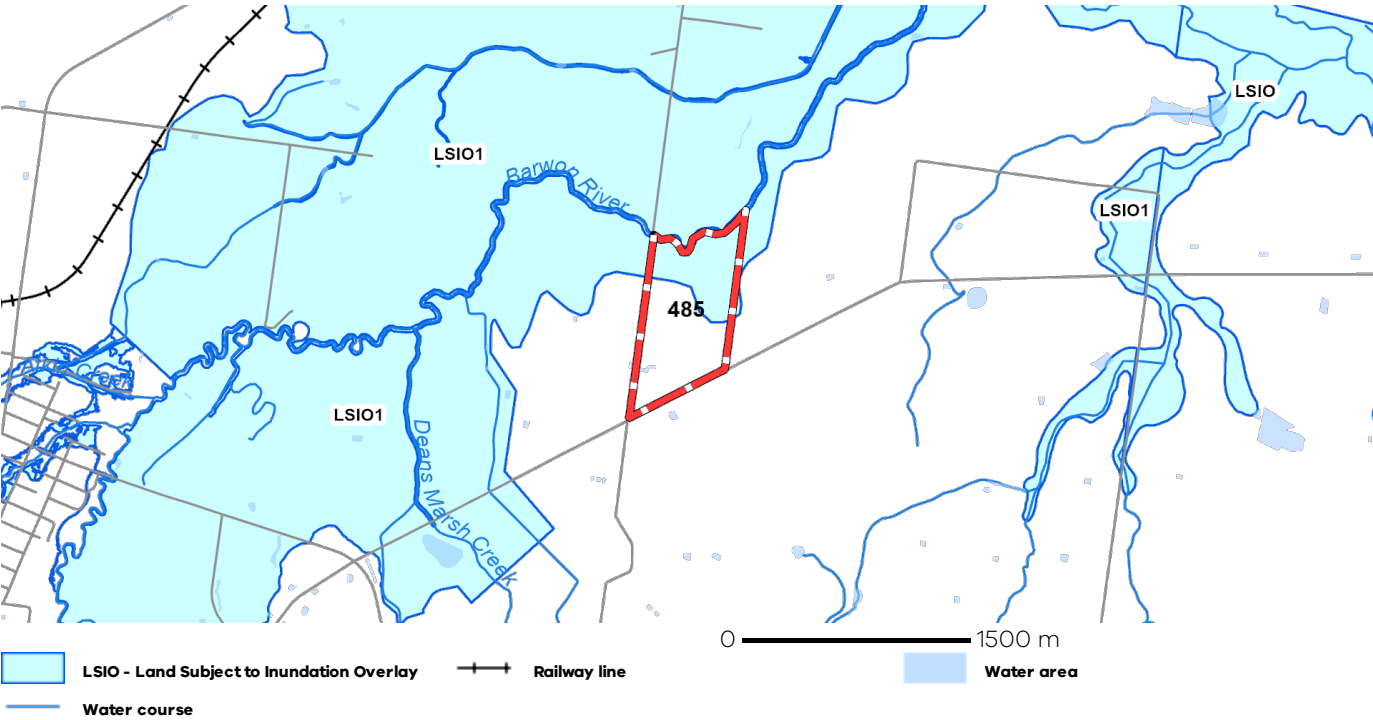
PLANNING PROPERTY REPORT: 485 CONNS LANE BIRREGURRA 3242

Page 3 of 8

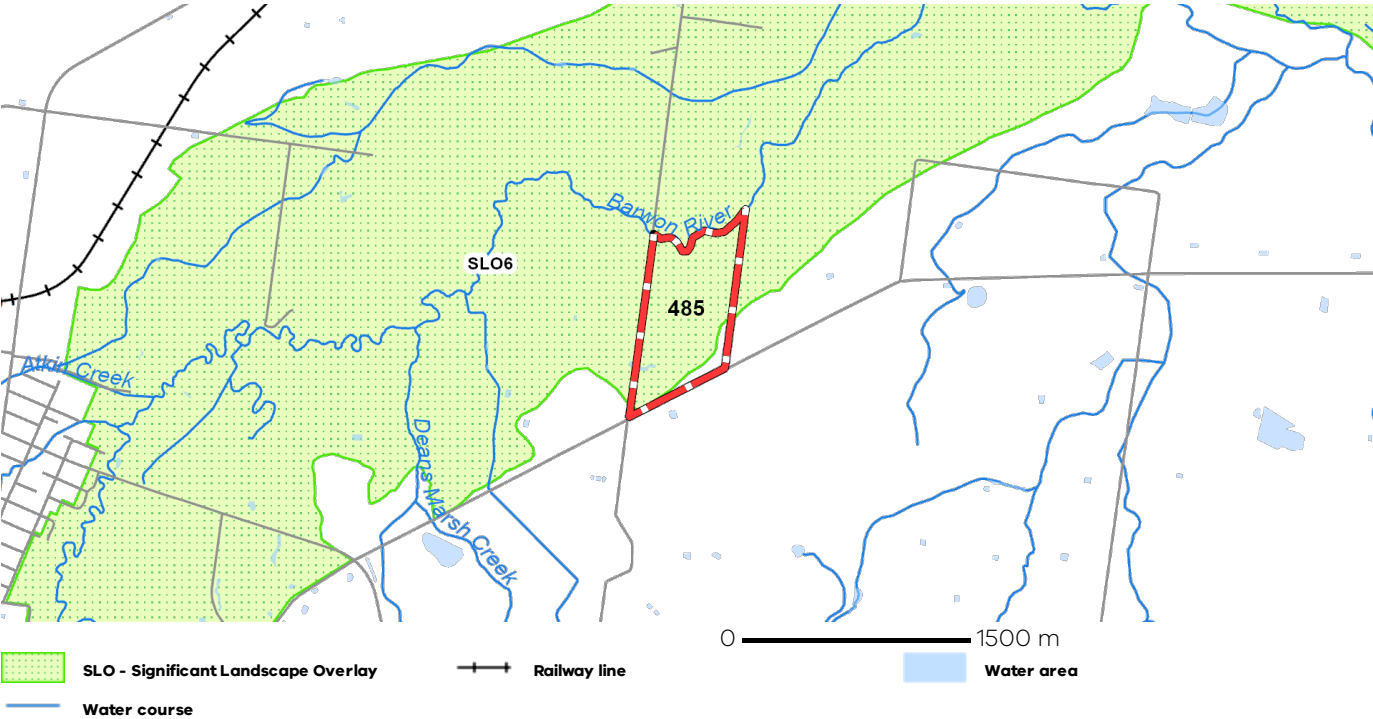
PLANNING PROPERTY REPORT

Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO) (COLAC OTWAY)
LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 1 (LSIO1) (COLAC OTWAY)



SIGNIFICANT LANDSCAPE OVERLAY (SLO) (COLAC OTWAY)
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 6 (SLO6) (COLAC OTWAY)



PLANNING PROPERTY REPORT

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[BUSHFIRE MANAGEMENT OVERLAY \(BMO\) \(SURF COAST\)](#)

[BUSHFIRE MANAGEMENT OVERLAY \(BMO\) \(COLAC OTWAY\)](#)

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\) \(COLAC OTWAY\)](#)

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

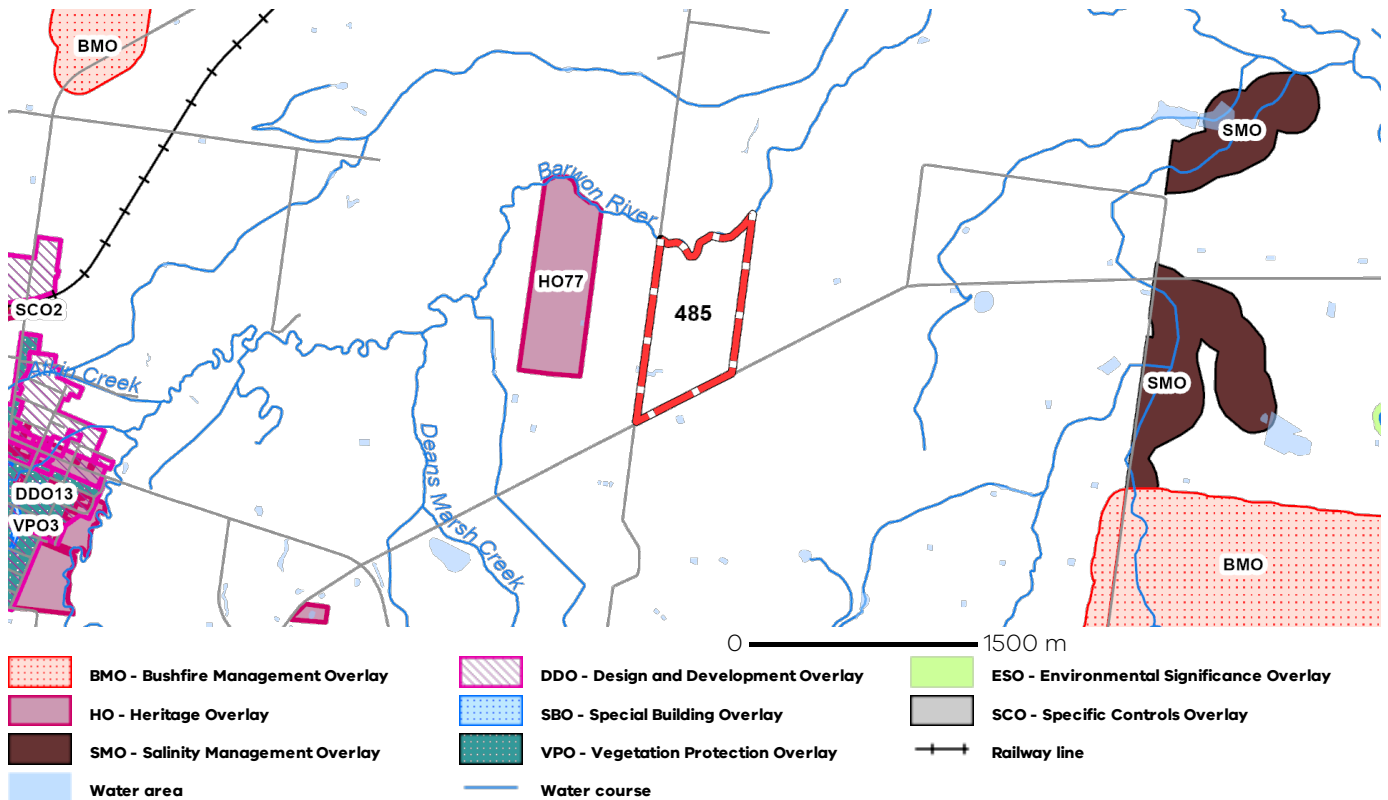
[HERITAGE OVERLAY \(HO\) \(COLAC OTWAY\)](#)

[SPECIAL BUILDING OVERLAY \(SBO\) \(COLAC OTWAY\)](#)

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

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

[VEGETATION PROTECTION OVERLAY \(VPO\) \(COLAC OTWAY\)](#)



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

PLANNING PROPERTY REPORT



VICTORIA
State
Government

Department
of Transport
and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

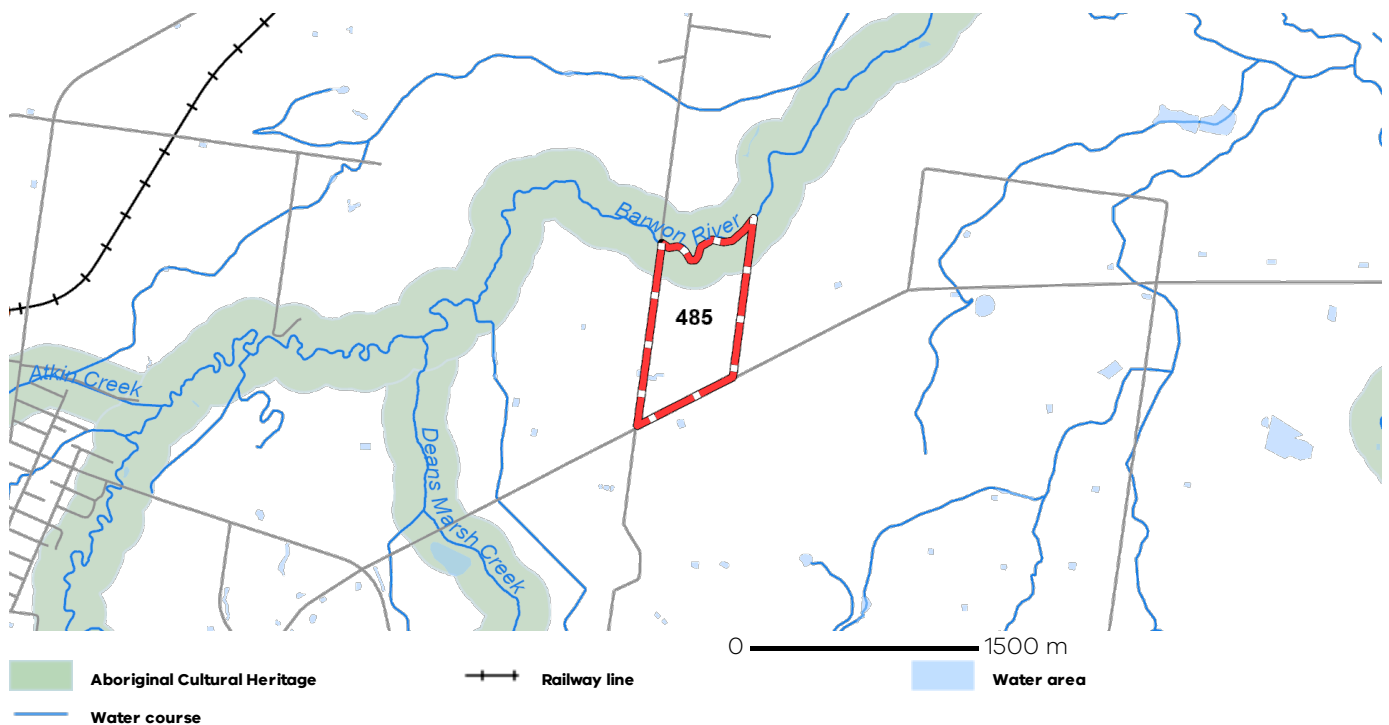
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this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

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

For further information about whether a Cultural Heritage Management Plan is required go to

<https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

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



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Further Planning Information

Planning scheme data last updated on 21 May 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>

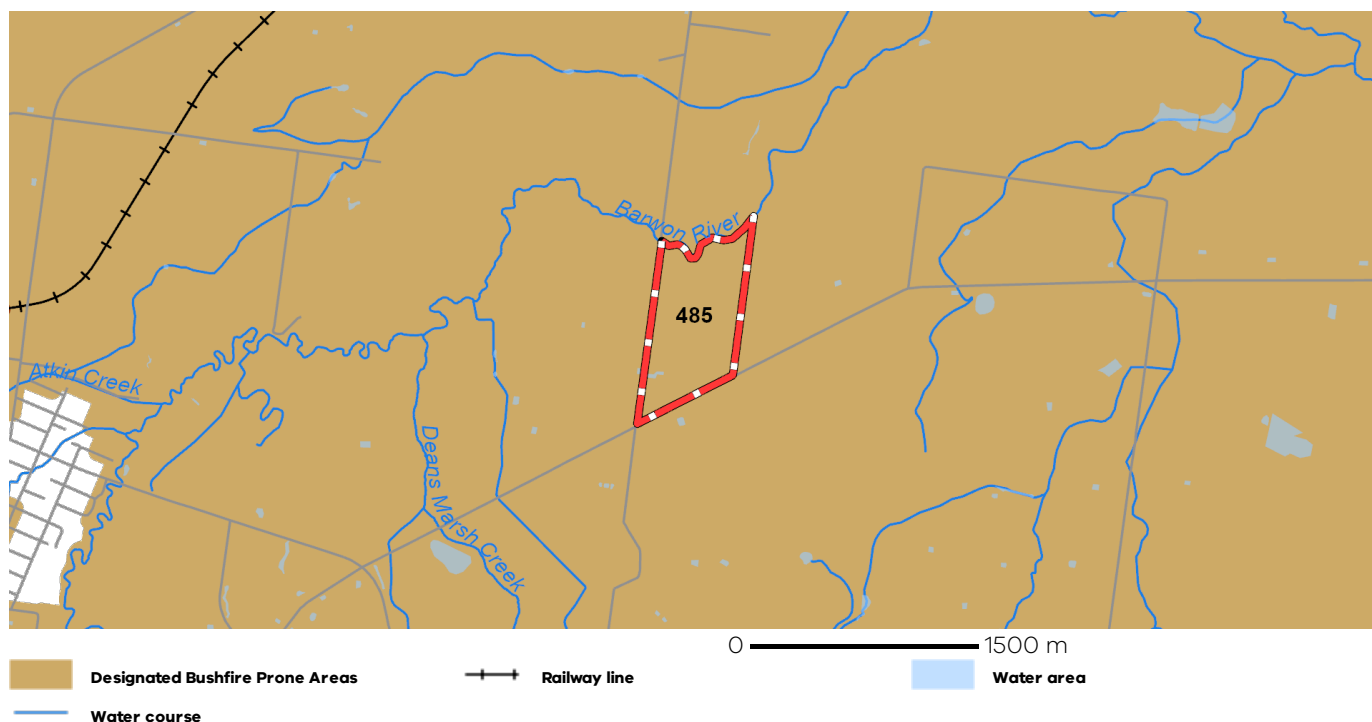
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



Designated 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)

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

44.01
06/09/2021
VC171

EROSION MANAGEMENT OVERLAY

Shown on the planning scheme map as **EMO** with a number (if shown).

Purpose

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

To protect areas prone to erosion, landslip, other land degradation or coastal processes by minimising land disturbance and inappropriate development.

44.01-1
31/07/2018
VC148

Erosion management objectives and statement of risk

A schedule to this overlay may contain:

- Erosion management objectives to be achieved.
- A statement of risk.

44.01-2
14/12/2023
VC253

Buildings and works

A permit is required to construct a building or construct or carry out works, including:

- Roadworks (other than roadworks constructed or carried out by or on behalf of the Head, Transport for Victoria).
- A domestic swimming pool or spa and associated mechanical and safety equipment if associated with one dwelling on a lot.
- Any other matter specified in Clause 62.02-2 if specified in a schedule to this overlay.

This does not apply if a schedule to this overlay specifically states that a permit is not required.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct a fence.	Clause 59.05
Construct a building or construct or carry out works for:	Clause 59.05
▪ A carport, garage, pergola, verandah, deck, shed or similar structure. ▪ A rainwater tank.	
The buildings and works must be associated with a dwelling or a small second dwelling.	

44.01-3
31/07/2018
VC148

Vegetation removal

A permit is required to remove, destroy or lop any vegetation. This does not apply:

- If a schedule to this overlay specifically states that a permit is not required.
- If the table to Clause 44.01-4 specifically states that a permit is not required.
- To the removal, destruction or lopping of native vegetation in accordance with a native vegetation precinct plan specified in the schedule to Clause 52.16.

COLAC OTWAY PLANNING SCHEME

44.01-4

16/08/2024
VC262

Table of exemptions

The requirement to obtain a permit does not apply to:	
Emergency works	Vegetation that is to be removed, destroyed or lopped: - in an emergency by, or on behalf of, a public authority or municipal council to create an emergency access or to enable emergency works; or - where it presents an immediate risk of personal injury or damage to property. Only that part of the vegetation that presents the immediate risk may be removed, destroyed or lopped under this exemption.
Extractive industry	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of extractive industry in accordance with a work plan approved under the <i>Mineral Resources (Sustainable Development) Act 1990</i> and authorised by a work authority granted under that Act.
Fire protection	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of any of the following fire protection activities: - fire fighting; - planned burning; - making or maintenance of a fuelbreak or fire fighting access track (or any combination thereof) that does not exceed a combined width of 6 metres; - making of a strategic fuelbreak up to 40 metres wide by, or on behalf of, a public authority in accordance with a strategic fuelbreak plan approved by the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>); - is ground fuel within 30 metres of a building and is vegetation other than native vegetation; - in accordance with a fire prevention notice issued under either: - section 87 of the <i>Fire Rescue Victoria Act 1958</i>; - section 65 of the <i>Forests Act 1958</i>; or - section 41 of the <i>Country Fire Authority Act 1958</i>. - keeping vegetation clear of, or minimising the risk of bushfire ignition from, an electric line in accordance with a code of practice prepared under Part 8 of the <i>Electricity Safety Act 1998</i>; - minimising the risk to life and property from bushfire on a roadside of a public road managed by the relevant responsible road authority, and carried out by, or on behalf of that authority in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>). In this exemption, roadside, public road and responsible road authority have the same meanings as in section 3 of the <i>Road Management Act 2004</i>. <i>Note: Additional permit exemptions for bushfire protection are provided at Clause 52.12.</i>
Geothermal energy exploration and extraction	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with an operation plan approved under the <i>Geothermal Energy Resources Act 2005</i>.
Greenhouse gas sequestration and exploration	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with an operation plan approved under the <i>Greenhouse Gas Geological Sequestration Act 2008</i>.

COLAC OTWAY PLANNING SCHEME

The requirement to obtain a permit does not apply to:

Land management or directions notice	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land management notice or directions notice served under the <i>Catchment and Land Protection Act 1994</i> .
Land use conditions	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land use condition served under the <i>Catchment and Land Protection Act 1994</i> .
Mineral exploration and extraction	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by the holder of an exploration, mining, prospecting, or retention licence issued under the <i>Mineral Resources (Sustainable Development) Act 1990</i> : ▪ that is low impact exploration within the meaning of Schedule 4A of the <i>Mineral Resources (Sustainable Development) Act 1990</i> ; or ▪ in accordance with a work plan approved under Part 3 of the <i>Mineral Resources (Sustainable Development) Act 1990</i> . <i>Note: Schedule 4A of the Mineral Resources (Sustainable Development) Act 1990 specifies limits on the extent of native vegetation that may be removed as part of low impact exploration.</i>
Noxious weeds	Vegetation that is a noxious weed subject of a declaration under section 58 or section 58A of the <i>Catchment and Land Protection Act 1994</i> . This exemption does not apply to Australian Dodder (<i>Cuscuta australis</i>).
Pest animal burrows	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the removal of pest animal burrows. In the case of native vegetation the written agreement of an officer of the department responsible for administering the <i>Flora and Fauna Guarantee Act 1988</i> is required before the vegetation can be removed, destroyed or lopped.
Planted vegetation	Vegetation that is to be removed, destroyed or lopped that was either planted or grown as a result of direct seeding for Crop raising or Grazing animal production.
Railways	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to maintain the safe and efficient function of an existing railway, or railway access road, in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>).
Regrowth	Vegetation that is to be removed, destroyed or lopped that has naturally established or regenerated on land lawfully cleared of naturally established vegetation, and is: ▪ bracken (<i>Pteridium esculentum</i>) ; or ▪ within the boundary of a timber production plantation, as indicated on a Plantation Development Notice or other documented record, and has established after the plantation. This exemption does not apply to land on which vegetation has been destroyed or otherwise damaged as a result of flood, fire or other natural disaster.
Road safety	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by or on behalf of a public authority or municipal council to maintain the safe and efficient function of an existing public road in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>).

COLAC OTWAY PLANNING SCHEME**The requirement to obtain a permit does not apply to:**

Stone exploration	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of Stone exploration. The maximum extent of vegetation removed, destroyed or lopped under this exemption on contiguous land in the same ownership in a five year period must not exceed any of the following: ▪ 1 hectare of vegetation which does not include a tree. ▪ 15 trees with a trunk diameter of less than 40 centimetres at a height of 1.3 metres above ground level. ▪ 5 trees with a trunk diameter of 40 centimetres or more at a height of 1.3 metres above ground level. This exemption does not apply to costeaning and bulk sampling activities.
Surveying	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by, or on behalf of, a licenced surveyor (within the meaning of section 3 of the <i>Surveying Act 2004</i>) using hand-held tools to establish a sightline for the measurement of land.
Traditional owners	Vegetation that is to be removed, destroyed or lopped by a person acting under, and in accordance with: ▪ a natural resources agreement under Part 6 of the <i>Traditional Owners Settlement Act 2010</i> ; or ▪ an authorisation order made under sections 82 or 84 of the <i>Traditional Owner Settlement Act 2010</i> as those sections were in force immediately before the commencement of section 24 of the <i>Traditional owners Settlement Amendment Act</i> in 2016 (1 May 2017).
Tram stops	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by or on behalf of the Head, Transport for Victoria to construct a tram stop, including a tram stop shelter.
Transport land	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by or on behalf of the Head, Transport for Victoria on land in a Transport Zone, or in a Public Acquisition Overlay if the Head, Transport for Victoria is the acquiring authority, to construct or maintain transport system infrastructure.

44.01-531/07/2018
VC148**Subdivision**

A permit is required to subdivide land.

44.01-631/07/2018
VC148**Application requirements**

An application must be accompanied by any information specified in a schedule to this overlay and information showing:

- The existing site conditions, including land gradient and the extent of any existing erosion, landslip or other land degradation.
- The extent of any proposed earthworks.
- The means proposed to stabilise disturbed areas.
- Any other application requirements specified in a schedule to this overlay.

COLAC OTWAY PLANNING SCHEME

44.01-7

15/09/2022
VC225

Exemption from notice and review

An application under this overlay is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

44.01-8

14/01/2025
VC237

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- Regional Catchment Strategy (*Catchment and Land Protection Act 1994*).
- *Civil Construction, Building and Demolition Guide* (Publication 1834, Environment Protection Authority, November 2020).
- *Control of Erosion on Construction Sites* (Michael Ransom and Soil Conservation Authority, 1984).
- *Your Dam: an Asset or a Liability* (Department of Conservation and Natural Resources and Rural Water Corporation Victoria, 1993).
- Any proposed measures to manage concentrated runoff and site drainage.
- Any proposed measures to minimise the extent of soil disturbance.
- Whether the removal of vegetation will increase the possibility of erosion, the susceptibility to landslip or other land degradation processes, and whether such removal is consistent with sustainable land management.
- The need to stabilise disturbed areas by engineering works or revegetation.
- Whether the land is capable of providing a building envelope which is not subject to high or severe erosion concern.
- Whether buildings or works are likely to cause erosion or landslip.
- Whether access and servicing of the site or building envelope is likely to result in erosion or landslip.
- Land Capability Report (if prepared) as developed by the Department of Energy, Environment and Climate Action.
- The need to remove, destroy or lop vegetation to create a defendable space to reduce the risk of bushfire to life and property.
- Any technical information or reports required to be provided by a schedule to this overlay.
- Any other matters specified in a schedule to this overlay.

21/09/2022
C119cola

SCHEDULE 1 TO CLAUSE 44.01 EROSION MANAGEMENT OVERLAY

Shown on the planning scheme map as **EMO1** .

EROSION MANAGEMENT OVERLAY - SCHEDULE 1

1.0
21/09/2022
C119cola

Erosion management objectives to be achieved

To ensure that development can be undertaken at a tolerable risk to human life and property from landslip.

2.0
21/09/2022
C119cola

Statement of risk

Areas subject to landslip are within the Otway Ranges, coastal areas along the Great Ocean Road and farming areas in the Forrest and Gellibrand localities.

The occurrence of landslips within Colac Otway Shire has historically caused damage to property and the environment and presents an ongoing risk to human life. Geotechnical studies have documented historical landslip occurrences and seek to identify areas susceptible to future landslide occurrence.

The control of environmental factors and development relating to vegetation cover, drainage, rock and soil disturbance and effluent and stormwater disposal are all important in managing the risk of landslip.

Risk from landslip needs to achieve Tolerable Risk.

Tolerable Risk is a risk within a range that society can live with so as to secure certain net benefits. It is a range of risk regarded as non-negligible and needing to be kept under review and reduced further if possible. The maximum tolerable risk is defined as:

- For loss of life for the person(s) most at risk, is taken as having a probability of no greater than 10⁻⁵ (1:100,000) per annum calculated in accordance with the *Australian Geomechanics Society Practice Note Guidelines for Landslide Risk Management 2007*.
- For property loss is assessed qualitatively using the *Australian Geomechanics Society Practice Note Guidelines for Landslide Risk Management 2007* and specifically Appendix C to that document and is selected depending on the new development type in accordance with Table 1.

Table 1 - Maximum tolerable risk to property

New Development Type	Maximum Qualitative Tolerable Risk
Essential facilities, including hospitals, medical and surgery facilities, emergency services facilities, designated emergency shelters and facilities, buildings and facilities containing toxic or explosive materials in sufficient quantity capable of causing hazardous conditions that extend beyond property boundaries.	Low
All other new development, including residential dwellings.	Moderate

3.021/09/2022
C119cola**Permit requirement**

A permit is not required to:

- Construct or carry out works associated with:
 - A pond or open, impervious water holding structure with a capacity of less than 10,000 litres.
 - A masonry wall if the height of the wall does not exceed one metre.
 - A spa and associated mechanical and safety equipment if the spa has a capacity not exceeding 5,000 litres and is constructed at or above ground level.
- Construct or carry out earthworks that result in a modified ground surface that is less than one metre above or below the natural ground level.
- Extend a building or carry out works, provided:
 - The gross ground floor area is not increased by more than 20 square metres.
 - Stormwater from the building is drained to a legal point of discharge.
 - The slope of the land within 20 metres of the building is 9 degrees (15%) or less.
- Construct a non-habitable structure ancillary to a dwelling, including carports and garden sheds, provided:
 - The structure is constructed of lightweight, flexible materials (not bricks, concrete blocks or similar).
 - The ground surface area occupied by all such structures on the property does not exceed 40 square metres.
 - The slope of the land within 20 metres of the structure is 9 degrees (15%) or less.
 - Stormwater from the roof is drained to the legal point of discharge.
- Construct or extend a building used for agricultural purposes in the Farming Zone.
- Construct or carry out works undertaken by or on behalf of a public authority relating to watercourse management, environmental improvements or infrastructure services.
- Remove, destroy or lop vegetation if any of the following apply:
 - The trunk circumference measured at 1 metre above ground level does not exceed 2 metres and the natural ground surface is reinstated.
 - The vegetation is dead and the natural ground surface is reinstated.
 - The roots below the ground level are retained, and the vegetation removal is associated with the maintenance of an existing minor utility installation.
 - The vegetation is to be removed, destroyed or lopped in conjunction with timber production, and:
 - Complies with the *Timber harvesting Prescriptions for Environmental Protection – Otway Region Private Land Native Forests and Plantations* ; and
 - Details of landslip risk is provided to and approved by the responsible authority.
 - The lopping is for pruning to improve a tree's health or structural stability.

4.021/09/2022
C119cola**Application requirements**

The following application requirements apply to an application for a permit under Clause 44.01, in addition to those specified in Clause 44.01 and elsewhere in the scheme, and must accompany an application, as appropriate, to the satisfaction of the responsible authority:

COLAC OTWAY PLANNING SCHEME

- For an application to construct a building or construct or carry out works, plans drawn to scale and dimensioned, showing as appropriate:
 - The proposed new development, including as appropriate a site plan, building elevations, access, cut and fill, retaining walls and effluent disposal system.
 - Any existing development, including buildings, water tanks and dams on both the subject lot(s) and adjacent land.
 - Any existing development on the subject lot(s), including cut and fill, stormwater drainage, subsurface drainage, water supply pipelines, sewerage pipelines or effluent disposal installations and pipelines and any otherwise identified geotechnical hazard.
 - Details and location of existing vegetation, including any vegetation to be removed.
- For an application to subdivide land, plans drawn to scale and dimensioned, showing as appropriate:
 - The proposed subdivision layout and land contours.
 - Any existing development, including buildings, water tanks and dams on both the subject lot(s) and adjacent land.
 - Any existing development on the subject lot(s), including cut and fill, stormwater drainage, subsurface drainage, water supply pipelines, sewerage pipelines or effluent disposal installations and pipelines and any otherwise identified geotechnical hazard.
 - Details and location of existing vegetation, including any vegetation to be removed.
- A geotechnical assessment, landslide hazard assessment or landslide risk assessment as required by and prepared in accordance with the Incorporated document titled ‘ *Requirements for a Geotechnical Assessment, Landslide Risk Assessment or Landslide Hazard Assessment prepared in support of a planning permit application under the Erosion Management Overlay (EMO) October 2021* ’ and to the satisfaction of the responsible authority.
- Where, in the opinion of the responsible authority, the application for a subdivision or development will not adversely increase the landslip risk to life or property affecting the subject lot(s) or adjoining or nearby land, a written geotechnical assessment, landslide hazard assessment or landslip risk assessment (as appropriate) is not required.

5.0

21/09/2022
C119cola

Decision guidelines

The following decision guidelines apply to an application for a permit under Clause 44.01, in addition to those specified in Clause 44.01 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- The risk to human life and property is tolerable.
- The need for any ongoing monitoring and maintenance for mitigation measures.

44.03

01/07/2021
VC203

FLOODWAY OVERLAY

Shown on the planning scheme map as **FO** or **RFO** with a number (if shown).

Purpose

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

To identify waterways, major floodpaths, drainage depressions and high hazard areas which have the greatest risk and frequency of being affected by flooding.

To ensure that any development maintains the free passage and temporary storage of floodwater, minimises flood damage and is compatible with flood hazard, local drainage conditions and the minimisation of soil erosion, sedimentation and silting.

To reflect any declarations under Division 4 of Part 10 of the *Water Act, 1989* if a declaration has been made.

To protect water quality and waterways as natural resources by managing urban stormwater, protecting water supply catchment areas, and managing saline discharges to minimise the risks to the environmental quality of water and groundwater.

To ensure that development maintains or improves river and wetland health, waterway protection and flood plain health.

44.03-1

31/07/2018
VC148

Floodway objectives and statement of risk

A schedule to this overlay may contain:

- Floodway management objectives to be achieved.
- A statement of risk.

44.03-2

14/12/2023
VC253

Buildings and works

A permit is required to construct a building or to construct or carry out works, including:

- A fence.
- Roadworks, if the water flow path is redirected or obstructed.
- Bicycle pathways and trails.
- Public toilets.
- A domestic swimming pool or spa and associated mechanical and safety equipment if associated with one dwelling on a lot.
- Rainwater tank with a capacity of not more than 10,000 litres.
- A pergola or verandah, including an open-sided pergola or verandah to a dwelling or a small second dwelling with a finished floor level not more than 800mm above ground level and a maximum building height of 3 metres above ground level.
- A deck, including a deck to a dwelling or a small second dwelling with a finished floor level not more than 800mm above ground level.
- A disabled access ramp.
-

This does not apply:

- If a schedule to this overlay specifically states that a permit is not required.
- To roadworks or bicycle paths and trails constructed or carried out by or on behalf of the Head, Transport for Victoria, to the satisfaction of the relevant floodplain management authority.

COLAC OTWAY PLANNING SCHEME

- To flood mitigation works carried out by the responsible authority or floodplain management authority.
- To the following works in accordance with plans prepared to the satisfaction of the responsible authority:
 - The laying of underground sewerage, water and gas mains, oil pipelines, underground telephone lines and underground power lines provided they do not alter the topography of the land.
 - The erection of telephone or power lines provided they do not involve the construction of towers or poles.
- To post and wire and post and rail fencing.

44.03-3
31/07/2018
VC148

Subdivision

A permit is required to subdivide land. A permit may only be granted to subdivide land if the following apply:

- The subdivision does not create any new lots, which are entirely within this overlay. This does not apply if the subdivision creates a lot, which by agreement between the owner and the relevant floodplain management authority, is to be transferred to an authority for a public purpose.
- The subdivision is the resubdivision of existing lots and the number of lots is not increased, unless a local floodplain development plan incorporated into this scheme specifically provides otherwise.

44.03-4
31/07/2018
VC148

Application requirements

Local floodplain development plan

If a local floodplain development plan has been developed for the area and has been incorporated into this scheme, an application must be consistent with the plan.

Flood risk report

If a local floodplain development plan for the area has not been incorporated into this scheme, an application must be accompanied by a flood risk report to the satisfaction of the responsible authority, which must consider the following, where applicable:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The existing use and development of the land.
- Whether the proposed use or development could be located on flood-free land or land with a lesser flood hazard outside this overlay.
- The susceptibility of the development to flooding and flood damage.
- The potential flood risk to life, health and safety associated with the development. Flood risk factors to consider include:
 - The frequency, duration, extent, depth and velocity of flooding of the site and accessway.
 - The flood warning time available.
 - The danger to the occupants of the development, other floodplain residents and emergency personnel if the site or accessway is flooded.
- The effect of the development on redirecting or obstructing floodwater, stormwater or drainage water and the effect of the development on reducing flood storage and increasing flood levels and flow velocities.

COLAC OTWAY PLANNING SCHEME

- The effects of the development on river health values including wetlands, natural habitat, stream stability, erosion, environmental flows, water quality and sites of scientific significance.
- An application must be accompanied by any information specified in a schedule to this overlay.

44.03-531/07/2018
VC148**Exemption from notice and review**

An application under this overlay is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

44.03-631/07/2018
VC148**Referral of applications**

An application must be referred to the relevant floodplain management authority under Section 55 of the Act unless in the opinion of the responsible authority the proposal satisfies requirements or conditions previously agreed in writing between the responsible authority and the floodplain management authority.

44.03-731/07/2018
VC148**Decision guidelines**

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The local floodplain development plan or flood risk report.
- Any comments of the relevant floodplain management authority.
- The Victorian River Health Strategy (2002) and any relevant regional river health strategy and associated wetland plan.
- Any other matters specified in a schedule to this overlay.

30/07/2021
C090cola

SCHEDULE 1 TO CLAUSE 44.03 FLOODWAY OVERLAY

Shown on the planning scheme map as **FO1** .

FLOODWAY OVERLAY SCHEDULE 1

1.0
20/05/2021
C99cola

Floodway objectives to be achieved

None specified.

2.0
20/05/2021
C99cola

Statement of risk

None specified.

3.0
30/07/2021
C090cola

Permit requirement

A permit is not required to construct a building or to construct or carry out works for the following:

Replacement buildings

- If the footprint of the replacement building(s) is the same or less than the original building(s); and
- If the floor level of the replacement building is finished at least 300 millimetres above the 100 year ARI flood level; and
- If the replacement building is constructed on stumps (or piers) and bearers; and
- Cladding to the subfloor structure of the building has openings or is of an open style (such as spaced timber boards) to allow automatic entry and exit of flood water for all floods up to the 1 per cent AEP event.

External alterations to existing buildings

- If the original building footprint remains the same.

Ground level extensions to existing buildings

- If the floor level of the extension is at least 300 millimetres above the 100 year ARI flood level; and
- The extension of the building is constructed on stumps (or piers) and bearers; and
- Cladding to the subfloor structure of the extension has openings or is of an open style (such as spaced timber boards) to allow automatic entry and exit of flood water for all floods up to the 1 per cent AEP event.
- If the floor level of the extension is not lower than the existing floor level and the combined ground floor area of extensions since 31 December 2018 is no greater than 20 square metres.

Upper level extensions to existing buildings

- If there is no increase in the ground floor building footprint other than the floor area exempted above and except for any additions or alterations to the footings to support the extensions to the upper level.

Repairs and routine maintenance of existing fences

- If the fence design and material remain the same.

New or replacement fences

- A post and wire fence with:

COLAC OTWAY PLANNING SCHEME

- Post spacing no less than 3 metres apart.
- Single wires spaced no more than one horizontal strand per 200 millimetres.
- A post and rail fence with:
 - Post spacing no less than 3 metres apart.
 - Rails no more than 150 millimetres wide.
 - Rails spaced no less than 200 millimetres apart.
 - Bottom rail no less than 150 millimetres off the ground.
- Tubular steel/pool fencing.

Other buildings and works

- A building which is open on all sides including a pergola, carport, domestic shed, animal enclosure outbuildings, stockyard or agricultural sheds with unenclosed foundations.
- A ramp, verandah or decking and similar structures with a floor raised on stumps or piers and with unenclosed foundations.
- Road works or works including pathways, bicycle paths, car parks, access ways or driveways (public or private) that do not change the natural ground level.
- A mast, antenna, satellite dish, power pole, light pole, or telecommunication tower.
- An outdoor advertising sign/structure provided it does not alter flood flows or floodplain storage capacity.
- Repairs and routine maintenance that do not affect the height, length, width or location of a levee or embankment.
- A rainwater tank with a capacity of not more than 5000 litres.
- A shed with a gross floor area of 20 square metres or less.
- An in-ground domestic swimming pool or spa, and associated mechanical and safety equipment, providing that:
 - The excavated spoil is removed from within the 100 year ARI floodplain; and
 - The perimeter edging of the pool is finished at natural ground level; and
 - Security pool fencing is of an open style.
- A sportsground, racecourse or recreation area, pathways and trails that do not change the natural ground level, playground, open picnic shelter, picnic table, drinking tap, rubbish bin, barbecue and/or similar works associated with a park, recreation area or public place.

4.0

20/05/2021
C99cola

Application requirements

None specified.

5.0

20/05/2021
C99cola

Decision guidelines

None specified.

44.04

06/09/2021
VC171

LAND SUBJECT TO INUNDATION OVERLAY

Shown on the planning scheme map as **LSIO** with a number (if shown).

Purpose

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

To identify flood prone land in a riverine or coastal area affected by the 1 in 100 (1 per cent Annual Exceedance Probability) year flood or any other area determined by the floodplain management authority.

To ensure that development maintains the free passage and temporary storage of floodwaters, minimises flood damage, responds to the flood hazard and local drainage conditions and will not cause any significant rise in flood level or flow velocity.

To minimise the potential flood risk to life, health and safety associated with development.

To reflect a declaration under Division 4 of Part 10 of the *Water Act, 1989*.

To protect water quality and waterways as natural resources by managing urban stormwater, protecting water supply catchment areas, and managing saline discharges to minimise the risks to the environmental quality of water and groundwater.

To ensure that development maintains or improves river, marine, coastal and wetland health, waterway protection and floodplain health.

44.04-1

24/01/2020
VC160

Land subject to inundation objectives and statement of risk

A schedule to this overlay may contain:

- Land subject to inundation management objectives to be achieved.
- A statement of risk.

44.04-2

14/12/2023
VC253

Buildings and works

A permit is required to construct a building or to construct or carry out works, including:

- A fence.
- Roadworks, if the water flow path is redirected or obstructed.
- Bicycle pathways and trails.
- Public toilets.
- A domestic swimming pool or spa and associated mechanical and safety equipment if associated with one dwelling on a lot.
- Rainwater tank with a capacity of not more than 10,000 litres.
- A pergola or verandah, including an open-sided pergola or verandah to a dwelling or a small second dwelling with a finished floor level not more than 800mm above ground level and a maximum building height of 3 metres above ground level.
- A deck, including a deck to a dwelling or a small second dwelling with a finished floor level not more than 800mm above ground level.
- A disabled access ramp.

This does not apply:

- If a schedule to this overlay specifically states that a permit is not required.
- To roadworks or bicycle paths and trails constructed or carried out by or on behalf of the Head, Transport for Victoria, to the satisfaction of the relevant floodplain management authority.

COLAC OTWAY PLANNING SCHEME

- To flood mitigation works carried out by the responsible authority or floodplain management authority.
- To the following works in accordance with plans prepared to the satisfaction of the responsible authority:
 - The laying of underground sewerage, water and gas mains, oil pipelines, underground telephone lines and underground power lines provided they do not alter the topography of the land.
 - The erection of telephone or power lines provided they do not involve the construction of towers or poles.
- To post and wire and post and rail fencing.

44.04-3

31/07/2018
VC148

Subdivision

A permit is required to subdivide land.

44.04-4

31/07/2018
VC148

Application requirements

An application must be accompanied by any information specified in a schedule to this overlay.

44.04-5

31/07/2018
VC148

Local floodplain development plan

If a local floodplain development plan has been developed for the area and has been incorporated into this scheme, an application must be consistent with the plan.

44.04-6

31/07/2018
VC148

Exemption from notice and review

An application under this overlay is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

44.04-7

31/07/2018
VC148

Referral of applications

An application must be referred to the relevant floodplain management authority under Section 55 of the Act unless in the opinion of the responsible authority, the proposal satisfies requirements or conditions previously agreed in writing between the responsible authority and the floodplain management authority.

44.04-8

06/09/2021
VC171

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- Any local floodplain development plan.
- Any comments from the relevant floodplain management authority.
- The existing use and development of the land.
- Whether the proposed use or development could be located on flood-free land or land with a lesser flood hazard outside this overlay.
- Alternative design or flood proofing responses.
- The susceptibility of the development to flooding and flood damage.
- The potential flood risk to life, health and safety associated with the development. Flood risk factors to consider include:
 - The frequency, duration, extent, depth and velocity of flooding of the site and accessway.
 - The flood warning time available.
 - Tidal patterns.

COLAC OTWAY PLANNING SCHEME

- Coastal inundation and erosion.
- The danger to the occupants of the development, other floodplain residents and emergency personnel if the site or accessway is flooded.
- The effect of the development on redirecting or obstructing floodwater, stormwater or drainage water and the effect of the development on reducing flood storage and increasing flood levels and flow velocities.
- The effect of the development on river, marine and coastal health values including wetlands, natural habitat, stream stability, erosion, environmental flows, water quality, estuaries and sites of scientific significance.
- Any other matters specified in a schedule to this overlay.

30/07/2021
C090cola**SCHEDULE 1 TO CLAUSE 44.04 LAND SUBJECT TO INUNDATION OVERLAY**

Shown on the planning scheme map as LSIO1 .

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE 11.0
20/05/2021
C99cola**Land subject to inundation objectives to be achieved**

None specified.

2.0
20/05/2021
C99cola**Statement of risk**

None specified.

3.0
30/07/2021
C090cola**Permit requirement**

A permit is not required to construct a building or to construct or carry out works for the following:

New buildings, including extensions

- If the floor level of the new building is finished at least 300 millimetres above the 100 year ARI flood level and meets the safety hazard mitigation/management criteria of the Floodplain Management Authority; and
- If the new building is constructed on stumps (or piers) and bearers; and
- Cladding to the subfloor structure of the new building has openings or is of an open style (such as spaced timber boards) to allow automatic entry and exit of flood water for all floods up to the 1 per cent AEP event; and
- Earthworks including any driveways, paths or services do not alter the natural ground level.

External alterations to existing buildings

- If the original building footprint remains the same.

Repairs and routine maintenance of existing fences

- If the fence design and material remain the same.

New or replacement fences

- A post and wire fence with:
 - Post spacing no less than 3 metres apart.
 - Single wires spaced no more than one horizontal strand per 200 millimetres.
- A post and rail fence with:
 - Post spacing no less than 3 metres apart.
 - Rails no more than 150 millimetres wide.
 - Rails spaced no less than 200 millimetres apart.
 - Bottom rail no less than 150 millimetres off the ground.
- Tubular steel/pool fencing.

Other buildings and works

- A building which is open on all sides including a pergola, carport, domestic shed, animal enclosure outbuildings, stockyard or agricultural sheds with unenclosed foundations.
- A ramp, verandah or decking and similar structures with a floor raised on stumps or piers and with unenclosed foundations.

COLAC OTWAY PLANNING SCHEME

- Road works or works including pathways, bicycle paths, car parks, access ways or driveways (public or private) that do not change the natural ground level.
- A mast, antenna, satellite dish, power pole, light pole, or telecommunication tower.
- An outdoor advertising sign/structure provided it does not alter flood flows or floodplain storage capacity.
- Repairs and routine maintenance that do not affect the height, length, width or location of a levee or embankment.
- A rainwater tank with a capacity of not more than 5000 litres.
- A shed with a gross floor area of 20 square metres or less.
- An in-ground domestic swimming pool or spa, and associated mechanical and safety equipment, providing that:
 - The excavated spoil is removed from within the 100 year ARI floodplain; and
 - The perimeter edging of the pool is finished at natural ground level; and
 - Security pool fencing is of an open style.
- A sportsground, racecourse or recreation area, pathways and trails that do not change the natural ground level, playground, open picnic shelter, picnic table, drinking tap, rubbish bin, barbecue and/or similar works associated with a park, recreation area or public place.

4.0
20/05/2021
C99cola

Application requirements

None specified.

5.0
20/05/2021
C99cola

Decision guidelines

None specified.

42.03
31/07/2018
VC148

SIGNIFICANT LANDSCAPE OVERLAY

Shown on the planning scheme map as **SLO** with a number.

Purpose

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

To identify significant landscapes.

To conserve and enhance the character of significant landscapes.

42.03-1
31/07/2018
VC148

Landscape character and objectives

A schedule to this overlay must contain:

- A statement of the nature and key elements of the landscape.
- The landscape character objectives to be achieved.

42.03-2
14/12/2023
VC253

Permit requirement

A permit is required to:

- Construct a building or construct or carry out works. This does not apply:
 - If a schedule to this overlay specifically states that a permit is not required.
 - To the conduct of agricultural activities including ploughing and fencing (but not the construction of dams) unless a specific requirement for that activity is specified in a schedule to this overlay.
- Construct a fence if specified in the schedule to this overlay.
- Remove, destroy or lop any vegetation specified in a schedule to this overlay. This does not apply:
 - If the table to Clause 42.03-3 specifically states that a permit is not required.
 - To the removal, destruction or lopping of native vegetation in accordance with a native vegetation precinct plan specified in the schedule to Clause 52.16.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct a fence.	Clause 59.05
Remove, destroy or lop one tree provided:	Clause 59.06
▪ A permit has not been granted for a VicSmart application to remove, destroy or lop a tree on the same land within the last 12 months. ▪ There is no other current VicSmart application to remove, destroy or lop a tree on the same land.	
Construct a building or construct or carry out works for:	Clause 59.05
▪ A carport, garage, pergola, verandah, deck, shed or similar structure.	

Class of application	Information requirements and decision guidelines
■ A rainwater tank. The buildings and works must be associated with a dwelling.	
Construct a building or construct or carry out works for a small second dwelling.	Clause 59.05

42.03-3
16/08/2024
VC262

Table of exemptions

The requirement to obtain a permit does not apply to:	
Emergency works	Vegetation that is to be removed, destroyed or lopped: ■ in an emergency by, or on behalf of, a public authority or municipal council to create an emergency access or to enable emergency works; or ■ where it presents an immediate risk of personal injury or damage to property. Only that part of the vegetation that presents the immediate risk may be removed, destroyed or lopped under this exemption.
Extractive industry	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of extractive industry in accordance with a work plan approved under the <i>Mineral Resources (Sustainable Development) Act 1990</i> and authorised by a work authority granted under that Act.

COLAC OTWAY PLANNING SCHEME**The requirement to obtain a permit does not apply to:**

Fire protection	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of any of the following fire protection activities: ▪ fire fighting; ▪ planned burning; ▪ making or maintaining of a fuelbreak or fire fighting access track (or any combination thereof) that does not exceed a combined width of 6 metres; ▪ making of strategic fuelbreak up to 40 metres wide by, or on behalf of, a public authority in accordance with a strategic fuelbreak plan approved by the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>); ▪ is ground fuel within 30 metres of a building and is vegetation other than native vegetation; ▪ in accordance with a fire prevention notice issued under either: – section 87 of the <i>Fire Rescue Victoria Act 1958</i>; – section 65 of the <i>Forests Act 1958</i>; or – section 41 of the <i>Country Fire Authority Act 1958</i>. ▪ keeping vegetation clear of, or minimising the risk of bushfire ignition from, an electric line in accordance with a code of practice prepared under Part 8 of the <i>Electricity Safety Act 1998</i>; ▪ minimising the risk to life and property from bushfire of a roadside of a public road managed by the relevant responsible road authority, and carried out by or on behalf of that authority, in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>). In this exemption, roadside, public road and responsible road authority have the same meanings as in section 3 of the <i>Road Management Act 2004</i>. <i>Note: Additional permit exemptions for bushfire protection are provided at Clause 52.12.</i>
Geothermal energy exploration and extraction	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with operation plan approved under the <i>Geothermal Energy Resources Act 2005</i> .
Greenhouse gas sequestration and exploration	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with an operation plan approved under the <i>Greenhouse Gas Geological Sequestration Act 2008</i> .
Land management or directions notice	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land management notice or directions notice served under the <i>Catchment and Land Protection Act 1994</i> .
Land use conditions	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land use condition served under the <i>Catchment and Land Protection Act 1994</i> .
Mineral exploration and extraction	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by the holder of an exploration, mining, prospecting, or retention licence issued under the <i>Mineral Resources (Sustainable Development) Act 1990</i>: ▪ that is low impact exploration within the meaning of Schedule 4A of the <i>Mineral Resources (Sustainable Development) Act 1990</i>; or

COLAC OTWAY PLANNING SCHEME

The requirement to obtain a permit does not apply to:

	in accordance with a work plan approved under Part 3 of the <i>Mineral Resources (Sustainable Development) Act 1990</i>. <i>Note: Schedule 4A of the Mineral Resources (Sustainable Development) Act 1990 specifies limits on the extent of native vegetation that may be removed as part of low impact exploration.</i>
Noxious weeds	Vegetation that is a noxious weed subject of a declaration under section 58 or section 58A of the <i>Catchment and Land Protection Act 1994</i> . This exemption does not apply to Australian Dodder (<i>Cuscuta australis</i>).
Pest animal burrows	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the removal of pest animal burrows. In the case of native vegetation the written agreement of an officer of the department responsible for administering the <i>Flora and Fauna Guarantee Act 1988</i> is required before the vegetation can be removed, destroyed or lopped.
Planted vegetation	Vegetation that is to be removed, destroyed or lopped that was either planted or grown as a result of direct seeding for Crop raising or Grazing animal production.
Railways	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to maintain the safe and efficient function of an existing railway, or railway access road, in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>).
Regrowth	Vegetation that is to be removed, destroyed or lopped that has naturally established or regenerated on land lawfully cleared of naturally established vegetation, and is - bracken (<i>Pteridium esculentum</i>); or - within the boundary of a timber production plantation, as indicated on a Plantation Development Notice or other documented record, and has established after the plantation. This exemption does not apply to land on which vegetation has been destroyed or otherwise damaged as a result of flood, fire or other natural disaster.
Road safety	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by and on behalf of a public authority or municipal council to maintain the safe and efficient function of an existing public road in accordance with written agreement of the Secretary of the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>).
Stone exploration	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of Stone exploration. The maximum extent of vegetation removed, destroyed or lopped under this exemption on contiguous land in the same ownership in a five year period must not exceed any of the following: 1 hectare of vegetation which does not include a tree. 15 trees with a trunk diameter of less than 40 centimetres at a height of 1.3 metres above ground level. 5 trees with a trunk diameter of 40 centimetres or more at a height of 1.3 metres above ground level. This exemption does not apply to costeaning and bulk sampling activities.

COLAC OTWAY PLANNING SCHEME**The requirement to obtain a permit does not apply to:**

Surveying	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by, or on behalf of, a licenced surveyor (within the meaning of section 3 of the <i>Surveying Act 2004</i>) using hand-held tools to establish a sightline for the measurement of land.
Traditional owners	Vegetation that is to be removed, destroyed or lopped by a person acting under, and in accordance with: ▪ a natural resources agreement under Part 6 of the <i>Traditional Owners Settlement Act 2010</i> ; or ▪ an authorisation order made under sections 82 or 84 of the <i>Traditional Owner Settlement Act 2010</i> as those sections were in force immediately before the commencement of section 24 of the <i>Traditional owners Settlement Amendment Act</i> in 2016 (1 May 2017).
Tram stops	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by or on behalf of the Head, Transport for Victoria to construct a tram stop, including a tram stop shelter.
Transport land	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by or on behalf of the Head, Transport for Victoria on land in a Transport Zone, or in a Public Acquisition Overlay if the Head, Transport for Victoria is the acquiring authority, to construct or maintain transport system infrastructure.

42.03-431/07/2018
VC148**Application requirements**

An application must be accompanied by any information specified in a schedule to this overlay.

42.03-531/07/2018
VC148**Decision guidelines**

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The statement of the nature and key elements of the landscape and the landscape character objective contained in a schedule to this overlay.
- The conservation and enhancement of the landscape values of the area.
- The need to remove, destroy or lop vegetation to create a defensible space to reduce the risk of bushfire to life and property.
- The impact of the proposed buildings and works on the landscape due to height, bulk, colour, general appearance or the need to remove vegetation.
- The extent to which the buildings and works are designed to enhance or promote the landscape character objectives of the area.
- The impact of buildings and works on significant views.
- Any other matters specified in a schedule to this overlay.

16/12/2022
VC201**SCHEDULE 6 TO CLAUSE 42.03 SIGNIFICANT LANDSCAPE OVERLAY**

Shown on the planning scheme map as **SLO6**.

RIVERS OF THE BARWON: BARWON RIVER (PARWAN) CORRIDOR ENVIRONS1.0
16/12/2022
VC201**Statement of nature and key elements of landscape**

The Barwon River (Parwan) forms part of the connected system of rivers within the Barwon catchment (Barre Warre Yulluk). The river has intrinsic spiritual connections and living cultural heritage significance to Traditional Owners and is of high natural and landscape value.

Due to the topography and landscape of the river, bushfire is a present risk in some locations along the corridor.

The landscape of the main reach of the Barwon River commences at the confluence of the river's East and West Branches at Yeodene. The river then flows through Birregurra and Winchelsea and converges with the Leigh River (Waywatcurtan) at Inverleigh. From Inverleigh, it meets the Moorabool River (Mooroobull) at Fyansford.

The river generally flows across an open landscape of gently undulating hills, incised into the volcanic plains, set within channels of varying depths and widths. The agricultural and rural landscape is visually open and generally sparsely vegetated. Within this setting, the riparian corridor forms a green spine through the landscape with Floodplain Riparian Woodland and Shrublands flanking the river. Riparian vegetation includes examples of River Red Gums (Biyal), Blackwood (Burn-naa-look), and Silver Wattles. The riparian corridor provides important habitat for threaten species like the Platypus (Wad-durring), Australian Grayling, and Yarra Pygmy Perch. In addition to indigenous species there are extensive examples of weeds, such as Willows and Glyceria which, at points, congest the river.

At Birregurra, the Barwon River is characterised by pockets of open space abutting the river and with evidence of river rehabilitation. At Winchelsea, the river flows through the centre of the town in a modest, vegetated channel where river restoration works have been undertaken.

At Inverleigh the river converges with the Leigh River. The confluence is of high cultural value to Wadawurrung Traditional Owners, and open space and walking trails characterise the river setting.

From Fyansford to Breakwater the river flows through Geelong (Djilang), with urban development located on both sides of the river. Through Geelong, the river is visually dominant and generally flanked by large open spaces and parklands. In some areas the setback to the corridor is reduced with development backing onto the river and there are opportunities to repair and enhance the river and its interfaces.

The river setting is an important characteristic of Geelong, with the natural riparian corridor forming a strong and distinct green spine through the urban landscape and comprising an important linear park network.

From Breakwater, the river flows into the Lake Connemawarre (Connemawarre) system, an area of high cultural significance to Wadawurrung Traditional Owners. The system forms a series of Ramsar protected lakes and wetlands, part of the Connemawarre Wildlife Reserve. Through this area, the river is characterised by indigenous vegetation which supports the unique ecology of the region.

From the Lake Connemawarre system, the river is fringed by mangroves and the beaches of Barwon Heads and Ocean Grove. The final section of the river is characterised by river channelling through sandbars and mudflats, and views of Barwon Bluff, Ingamells Bay and Bass Strait beyond.

2.0
20/01/2026
VC278

Landscape character objectives to be achieved

To enhance the role of the waterway as an integrated and continuous landscape corridor, protecting the environmental, cultural and landscape values of the waterway system.

To retain indigenous riparian vegetation and canopy trees or existing grasslands as the dominant landscape feature and enhance the revegetation and ecological improvement of the waterway corridor while managing the introduction of potential bushfire hazards.

To ensure the visual impact of buildings and works, including the storage of goods, is minimised when viewed from the waterway corridor.

To ensure that earthworks are minimised and do not affect the natural drainage function and landscape character of the waterway.

To ensure that fencing interfacing the waterway corridor is designed and located to be visually transparent and recessive in the landscape.

3.0
29/01/2026
GC282

Permit requirement

A permit is not required to:

- Construct a building or construct or carry out works in a Housing Choice and Transport Zone, Activity Centre Zone and Precinct Zone or on land subject to the Built Form Overlay if the following requirements are met:
 - the building is constructed using muted, natural and low-reflective colours and materials;
 - the ground level does not change by more than 600mm, as reinstated; and
 - the buildings and works are sited more than 50 metres from the top of bank of the waterway.
- Construct a building or construct or carry out works in a Precinct Zone if a masterplan has been approved under Clause 37.10-3.
- Construct a building or construct or carry out works in a zone other than a Housing Choice and Transport Zone, Activity Centre Zone and Precinct Zone or on land not subject to the Built Form Overlay if the following requirements are met:
 - the building is less than 6 metres in height above ground level;
 - the building provides no more than 50 square metres in additional gross floor area;
 - the building is constructed using muted, natural and low-reflective colours and materials;
 - the ground level does not change by more than 600mm; and
 - the buildings and works are sited more than 50 metres from the top of bank of the waterway.
- Construct a building or construct or carry out works by, or on behalf of, a public land manager to:
 - sustain the form and stability of stream beds and banks, regulate or control the flow of water in a watercourse; or
 - construct stream habitat works; or
 - maintain the landscape quality, health or bank stability of areas that have been restored or revegetated; or
 - maintain or repair existing assets; or
 - maintain or repair a pathway or trail.

A permit is required to remove, destroy or lop vegetation unless the vegetation:

- Has a height of less than 6 metres above ground level, a trunk diameter of less than 0.4 metres measured at 1.4 metres above ground level, and a canopy diameter of less than 4 metres; or

COLAC OTWAY PLANNING SCHEME

- Has been planted as part of a windbreak, plantation, orchard or horticulture; or
- Is identified as a weed species in the Advisory List of Environmental Weeds in Victoria; or
- Is removed, destroyed or lopped to the minimum extent necessary by or on behalf of the Head, Transport for Victoria, a public authority or municipal council to construct or maintain the transport system; or
- Is being removed, destroyed or lopped as part of maintenance works carried out by, or on behalf of, a public land manager that:
 - has the capacity to adversely affect stream flow; or
 - improves biodiversity and habitat restoration; or
 - forms part of an approved management plan.

A permit is required to construct a fence, unless the fence:

- Is constructed by or on behalf of the Head, Transport for Victoria; or
- Is erected for a period of not more than 60 days and is being used for stock management or agricultural activities; or
- Is sited more than 50 metres from the top of bank of the waterway, and:
 - is a metal post and wire, timber or metal post and railing, wire mesh, chainmesh or similar open rural style fence up to 1.4 metres in height; or
 - is at least 50 percent transparent when viewed perpendicular to the fence line and is less than 1.8 metres in height.

4.0

29/01/2026
GC282

Application requirements

The following application requirements apply to an application for a permit under Clause 42.03, in addition to those specified elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority:

- To remove, destroy or lop vegetation:
 - An assessment and justification of the proposed removal of the vegetation against the landscape character objectives of this schedule prepared by a suitably qualified person.
 - A description and accurate site plan denoting the position, height, number, trunk circumference, branch spread, slope of land and species of any vegetation to be removed.
 - A plan detailing the location of any new and replacement planting.
 - For land within a Bushfire Prone Area, an assessment of the risk of any new or replacement planting that may result in additional bushfire hazard.
- For any other application:
 - A site survey plan certified by a qualified surveyor clearly showing the location and the distance of all buildings and works from the top of bank of the waterway.
 - A site context plan and elevations showing:
 - Building and fencing heights using Australian Height Datum measured from ground level.
 - Areas and volume of cut and fill.
 - Site coverage and permeability.
 - Location and proposed material for fences.
 - A schedule of materials and finishes.
 - The existing landscape including topography and vegetation.

COLAC OTWAY PLANNING SCHEME

- A visual impact assessment of proposed buildings and works from public viewing points along the waterway.
- A landscape plan which includes:
 - The type, location, quantity, height at maturity and botanical names of any proposed plants and details of any proposed tree protection zones.
 - Species that are sourced from the relevant municipal council's local planting guidelines where appropriate.
 - A maintenance/weed/erosion control plan for all proposed revegetated areas immediately adjacent to the banks of the waterway.
 - Measures for the protection of natural landforms, including appropriate approaches to vegetation retention and planting, ground preparation and the minimisation of ground disturbance.
 - Measures to control and filter pollutants in stormwater leaving the property.
 - In a Bushfire Prone Area, measures that appropriately manage the potential introduction of bushfire hazards.
- An assessment of the identified values and threats for the reach and the proposal's impact on the waterway corridor.

5.0

29/01/2026
GC282

Decision guidelines

The following decision guidelines apply to an application for a permit under Clause 42.03, in addition to those specified in Clause 42.03 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- Whether the scale, form, siting and design of buildings and works:
 - Present new buildings that are sensitively integrated with the natural landscape setting of the waterway corridor, including vegetation.
 - Provide suitable heights, avoid visual bulk, are stepped back from the frontage of the waterway corridor and adjacent public open space and use materials, colours and finishes that are sensitively integrated with the natural landscape setting of the waterway corridor.
 - Manage and limit new light spill and overshadowing on the waterway, adjacent public open space, and pedestrian and bicycle paths.
 - Result in soil disturbance that impacts the banks of the waterway or water quality.
- Whether the buildings or works will create an adverse visual impact:
 - From prominent locations such as ridgelines, hill faces, escarpments and landscape features.
 - Within waterway corridors.
 - From parks and reserves along the waterway corridor.
 - Within the vegetation canopy along the waterway corridor.
- Whether the spacing between buildings allows for:
 - the planting of appropriate vegetation and canopy trees to filter views of the development; and
 - the maintenance of views to the waterway corridor.
- Whether the development results in the loss of public access to the waterway and its parklands or creates inappropriate access to the waterway and its parklands.
- Whether proposed vegetation species are compatible with the local plant communities.

COLAC OTWAY PLANNING SCHEME

- The justification for the proposed removal of the vegetation and whether there are alternative options.
- The effect of removing vegetation on the landscape setting and biodiversity values of the waterway and whether the loss of vegetation can be managed onsite through rehabilitation or replaced with vegetation that will grow to a similar size within a reasonable timeframe.
- The scale of excavation associated with any works and its impact on existing vegetation and cultural values along the waterway.
- Whether any proposed earthworks and changes in the topography of the waterway corridor will detrimentally impact its local natural landscape character and environmental values.
- Whether the proposed fencing allows for the free movement of wildlife, minimises visual intrusion and limits impact on the natural flood and watercourse characteristics.
- Within a Bushfire Prone Area, whether landscaping and revegetation considers potential bushfire hazards.

Information Statement Part A

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

INSTALLATION NUMBER: 18417562 **APPLICATION NUMBER:** 527854 **DATE:** 26/05/2026
PROPERTY ADDRESS: 485 CONNS LANE, BIRREGURRA, VIC 3242
YOUR REFERENCE: 408182
OWNER: Maher Farming Pty Ltd as Trustee
COMMENTS: **Comments**

The following service charges are applicable for the abovenamed property for the period 01/04/2026 to 30/06/2026. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

		Value	GST	Price
Water Service Charge		31.55	0.00	31.55
Total Service Charge	\$	<u>31.55</u>	<u>0.00</u>	<u>31.55</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		31.55	0.00	31.55
TOTAL DUE	\$	<u>31.55</u>	<u>0.00</u>	<u>31.55</u>

Important Information

Account Not Yet Issued For Service And Volume Charges.

The supply of water/sewer to this property is "By Agreement"

The water meter for this property was last read on 20/03/2026. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

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

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

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

*** PLEASE NOTE:** **Verbal confirmation will not be given after 25/07/2026. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 25/07/2026 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

Nelson Property Transfer Services C/- Triconvey (Reseller) C/-
 LANDATA
 Two Melbourne Quarter, Level 13, 697 Collins Street Docklands



Billers Code: 585224
 Ref Code: 6900 0001 0038 8376 9

Information Statement Part A

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

INSTALLATION NUMBER: 40002959 **APPLICATION NUMBER:** 527854 **DATE:** 27/05/2026
PROPERTY ADDRESS: 3900 CAPE OTWAY RD, BIRREGURRA, VIC 3242
YOUR REFERENCE: 408182
OWNER: Master Meter
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/04/2026 to 30/06/2026. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

		Value	GST	Price
Total Service Charge	\$	<u>0.00</u>	<u>0.00</u>	<u>0.00</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 Volume charged to tenant		0.00	0.00	0.00
TOTAL DUE	\$	<u>NIL</u>	<u>NIL</u>	<u>NIL</u>

Important Information

THERE ARE NO METERS AFFIXED TO THIS PROPERTY.

The supply of water/sewer to this property is "By Agreement"

Our records show that a tenant is currently residing at this property, and responsible to pay the water volume charge. To assist in ensuring that accounts are issued correctly, would you please complete the attached letter, and return to us at your earliest convenience, advising whether that tenant will continue to occupy the property after settlement.

*** PLEASE NOTE: Special Meter Readings may not be required for residential properties that are currently tenanted by a long term tenant, i.e. where the tenant has occupied the property for more than the last three months.**

The water meter for this property was last read on 20/03/2026. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

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

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

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

*** PLEASE NOTE:** ***Verbal confirmation will not be given after 26/07/2026. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 26/07/2026 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

Our Ref: 527854
Your Ref: 408182

27/05/2026

Barwon Region Water Corporation,
PO Box 659,
GEELONG VIC 3220

Dear Sir/Madam,

Re: 40002959 3900 CAPE OTWAY RD, BIRREGURRA, VIC 3242

It has been noted from the Information Statement the water volume has been charged to

the person recorded as the tenant occupying the abovenamed property and as such is liable for payment. This charge is not the responsibility of the owner of the property.

Please complete the applicable details and email to info@barwonwater.vic.gov.au or call 1300 656 007.

-
1. I wish to advise that the tenant will continue to occupy the property after settlement, and that future water volume accounts should be issued to the tenant.

or

2. I wish to advise that the tenant will not occupy the property after settlement has been finalised.

Date of vacation: _____

Forwarding address: _____

or telephone contact details: _____

or

3. The name of the tenant shown above is not correct, and your records should be amended to show

Name of Tenant: _____

Date of Occupation: _____

Yours faithfully

Date: _____

Information Statement Part B

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

27-05-2026

Nelson Property Transfer Services C/- Triconvey (Reseller) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 485 CONNS LANE BIRREGURRA 3242

I refer to your application received at this office on 26/05/2026. 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.

Please note that this property is subject to a Water Supply By Agreement. Please refer to the attached document for details.

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

Our Ref: EC527854

Your Ref: 408182

Agent Ref: 80660119-021-4

Yours faithfully,

Manager Customer Centre

Information Statement Part B

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

05-06-2026

Nelson Property Transfer Services C/- Triconvey (Reseller) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 3900 CAPE OTWAY RD BIRREGURRA 3242

I refer to your application received at this office on 26/05/2026. 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: EC527854

Your Ref: 408182

Agent Ref: 80660119-021-4

Yours faithfully,

Manager Customer Centre

WATER BY AGREEMENT

Nelson Property Transfer Services C/- Triconvey (Reseller) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

05-06-2026

Dear Sir/Madam

Re: Water Supply 'By Separate Written Agreement' to:

485 CONNS LANE BIRREGURRA 3242

Our records indicate that this property is not within our declared serviced area.

It is currently subject to a [water by agreement](#) with Barwon Water.

What you need to do

If you have acquired or leased a property with an existing agreement, you must apply to transfer the agreement to your name.

If we do not receive your application within **14 days**, we may stop your water supply.

[Apply for water and sewer by agreement](#)

About the agreement

The agreement is between the property owner or tenant and Barwon Water, and includes the following conditions:

- there is no guarantee of ongoing water supply to your property
- you may need to meet new conditions due to changes in safe drinking water regulations
- you may need to pay for changes like new meters or moving pipes
- if a third-party owns the supply system, you will need to arrange access with them.

Terms and conditions

You can find our standard terms and conditions in the Barwon Water [Customer Charter](#).

Questions?

If you have any questions, please email info@barwonwater.vic.gov.au or call [1300 656 007](tel:1300656007) we're here to help.

Our Ref: EC527854

Your Ref: 408182

Agent Ref: 80660119-021-4

Yours faithfully,

Manager Customer Centre

LAND INFORMATION CERTIFICATE

(Issued pursuant to Section 229 Local Government Act 1989)



Colac Otway
SHIRE

CERTIFICATE NO: 19500
DATE ISSUED: 27/05/2026
YOUR REF NO: 80660119-015-3

ABN: 32 430 819 755
PO Box 283, Colac VIC 3250
Phone: 03 5232 9400
Email: inq@colacotway.vic.gov.au

RATING YEAR 1 JULY 2025 TO 30 JUNE 2026

PROPERTY DETAILS

PROPERTY NO:	11982		
LOCATION:	485 Conns Lane BIRREGURRA 3242		
PROPERTY DESCRIPTION:	Lot: 6 LP: 5302 V/F: 3470/924		
PARISH:	Whoorel	LAND AREA:	60.7000 Hectares
AVPC CODE:	530.2 – Mixed farming and grazing with infrastructure		

VALUATION DETAILS

SITE VALUE:	\$1,280,000
CAPITAL IMPROVED VALUE:	\$1,680,000
NET ANNUAL VALUE:	\$84,000
VALUATION DATE:	01/01/2025
OPERATIONAL DATE:	01/07/2025

RATE CHARGES AND OTHER MONIES

See reverse for more information

Rates declared to by Council on 24 June 2025

RATES	
Rural Farm	\$3,086.16
Municipal Charge	\$216.00
Weekly Waste Collection	\$441.00
ESVF - Primary Production	\$482.16
Primary Production ESVF Fixed Charge	\$275.00
Current Year Rates and Charges:	\$4,500.32
ADJUSTMENTS	
Rate Arrears to and interest brought forward from 2024/2025	\$10,515.46
Interest on arrears from 01/07/2025	\$572.04
Less Rebates (Pension, Trust for Nature or Drought Relief Rebate):	-\$1,320.86
Less Payments:	-\$14,266.96
Other Adjustments:	\$0.00
Rates Balance Outstanding:	\$0.00
PROPERTY DEBTS	
SPECIAL RATES AND CHARGES	
nil	
Other Debtor Amounts	
TOTAL RATES, CHARGES AND OTHER MONIES OUTSTANDING	\$0.00

FURTHER INFORMATION:**Settlement in 2026/2027 Financial Year**

Please note the rates and charges quoted in this certificate relate to the 2025/2026 financial year. If settlement of this property is to occur in the 2026/2027 financial year, up to date details of rates and charges will need to be obtained. These details may be obtained by contacting the Rates department on 03 5232 9400.

Drought Assistance Remissions Provided

Please note the Primary Producer rebate has been deducted from the amount of rates and charges levied as the property qualifies to receive the discount in the 2025-2026 year. The rebate will not be provided in future.

IMPORTANT INFORMATION**WHAT THIS CERTIFICATE PROVIDES**

This Certificate provides information regarding valuations, rates, charges, other moneys owing and any orders and notices made under the Local Government (Miscellaneous) Act 1958, Local Government Act 1989 or under a local law or by-law of the Council on property prescribed above for the year ending 30th June 2026.

This certificate does **not** provide information regarding the following matters that is available from the Council Departments or relevant authorities as indicated:-

Planning Zones, Flood Levels, Landfill or Landslips	<i>available from Landata at www.landata.vic.gov.au</i>
Purpose for which property may be used	<i>available from Council's Planning Department</i>
Building works approved, Permits Issued	<i>available from Council's Building Department</i>
Health Department Orders issued	<i>available from Council's Health Department</i>
Water & Waste functions	<i>available from the Relevant Water Authority</i>
Service Easements	<i>available from authorities or title search</i>

Please note a fee may be applicable for this information

CURRENCY OF CERTIFICATE

Information provided in this certificate is correct at the date of issue. Applicants should confirm details provided in the certificate with Council's Rates Department prior to settlement date.

I certify that as at 27/05/2026 the information given in this certificate is a true and correct disclosure of the rates and other monies and interest payable to the COLAC OTWAY SHIRE as required under the Local Government Act 1989.

Fee Payable \$30.60

YOUR REF NO: 80660119-015-3

APPLICANT: Secure Electronic Registries Victoria Pty Ltd
PO Box 500
EAST MELBOURNE VIC 8002

Jan Coventry

Jan Coventry
AUTHORISED OFFICER

BPay Details for Rates Payments:

Biller Code: 22400

Biller Reference: 0000 1198 24

Property Clearance Certificate

Land Tax



INFOTRACK / NELSON PROPERTY TRANSFER SERVICES

Your Reference:	HB:26:28867 (S)
Certificate No:	99345570
Issue Date:	26 MAY 2026
Enquiries:	ESYSPROD

Land Address: 485 CONNS LANE BIRREGURRA VIC 3242					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
34096336	6	5302	3470	924	\$0.00

Vendor: MAHER FARMING PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR IAN JEFFREY HURLEY	2026	\$1,280,000	\$0.00	\$0.00

Comments: Property is exempt: LTX primary production land.

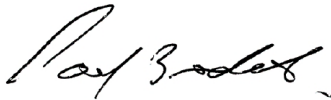
Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
-------------------------------------	--------------------------	---------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total
--	------	------------------	------------------	-------

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$1,680,000
SITE VALUE (SV):	\$1,280,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 99345570

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$7,170.00

Taxable Value = \$1,280,000

Calculated as \$4,650 plus (\$1,280,000 - \$1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$16,800.00

Taxable Value = \$1,680,000

Calculated as \$1,680,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY


Billers Code:5249
Ref: 99345570

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: 99345570

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / NELSON PROPERTY TRANSFER SERVICES

Your Reference:	HB:26:28867 (S)
Certificate No:	99345570
Issue Date:	26 MAY 2026
Enquires:	ESYSPROD

Land Address: 485 CONNS LANE BIRREGURRA VIC 3242					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
34096336	6	5302	3470	924	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
530.2	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,680,000
SITE VALUE:	\$1,280,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 99345570

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / NELSON PROPERTY TRANSFER SERVICES

Your Reference:	HB:26:28867 (S)
Certificate No:	99345570
Issue Date:	26 MAY 2026

Land Address: 485 CONNS LANE BIRREGURRA VIC 3242

Lot	Plan	Volume	Folio
6	5302	3470	924

Vendor: MAHER FARMING 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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 99345570

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 99345571 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: 99345571 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
---	--	--

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 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.

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.

Rural properties

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