

THE

DAY OF

2026

Serec Pty Ltd ACN 064 450 700
(the “Vendor”)

to

(the “Purchaser”)

CONTRACT OF SALE OF REAL ESTATE

230 Honeys Road, Barrabool VIC 3221



Oakley Thompson & Co.

Solicitors • Consultants • Established 1881

Incorporating Prompt Legal Services

OTLAWYERS PTY LTD ABN 16 676 785 747

Level 18, 350 Queen Street, Melbourne Victoria 3000 Telephone: (+613) 8676 0222

Level 1, Suite 4, 326 Keilor Road, Niddrie Victoria 3042 Telephone: (+613) 9379 0877

Email: frontdesk@oakleythompson.com Facsimile: (+613) 8676 0275

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CONTRACT OF SALE OF LAND

Property Address: 230 Honeys Road, Barrabool VIC 3221

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off Period (Section 31, Sale of Land Act 1962)

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the:

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

on / / 2026

Print name of
person signing:

State nature of authority
if applicable (eg. director,
attorney under power of attorney):

Print name of
person signing:

State nature of authority
if applicable (eg. director,
attorney under power of attorney):

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

SIGNED BY THE VENDOR

on / / 2026

Zara Lily Edgar as Director of Serec Pty Ltd ACN 064 450 700

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

PARTICULARS OF SALE**VENDOR'S ESTATE AGENT**

Name: HF Richardson

Address: 5 Retreat Road, Newton

Email: matt@hfrichardson.com.au

Phone: _____ Mob: 0400 902 146 Fax: _____ Agent: Matt Poustie

VENDOR

Name: Serec Pty Ltd ACN 064 450 700

Address: 79 Merton Street, Albert Park VIC 3206

Email: _____

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Oakley Thompson & Co

Address: Level 18, 350 Queen Street, Melbourne 3000

Email: m.bowen@oakleythompson.com

Phone: (61 3) 8676 0222 Mob: _____ Fax: (61 3) 8676 0275 Ref: JMV:MB: 26/31173

PURCHASER

Name: _____

Address: _____

Email: _____

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: _____

Address: _____

Email: _____

Phone: _____ Mob: _____ Fax: _____ Ref: _____

LAND (general conditions 3 and 9)

The land is:

Certificate of Title Reference		being lot	on plan
Volume 9316	Folio 926	Lot 2	TP630482B
Volume 11136	Folio 208	Lot 1	TP943577T
		Lot 1	LP126138

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

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: **230 Honeys Road, Barrabool VIC 3221**

GOODS SOLD WITH THE LAND (general condition 6.3(f)) (list or attach schedule)

NIL – Vacant Land

PAYMENT

Price \$ _____

Deposit \$ _____ by / / (of which \$ _____ has been paid)

Balance \$ _____ payable at settlement

DEPOSIT BOND

☐ General condition 15 applies only if the box is checked

BANK GUARANTEE

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

SETTLEMENT (general condition 17 & 26.2)

is due on being 30 / 60 days from the Day of Sale or earlier by agreement

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

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

LEASE (general condition 5.1)

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

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

☐ a lease for a term ending on with options to renew,

OR

☐ a residential tenancy for a fixed term ending on

OR

☐ a periodic tenancy determinable by notice

TERMS CONTRACT (general condition 30)

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

LOAN (general condition 20)

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

(or another lender chosen by the purchaser)

Lender: _____

Loan Amount: no more than \$

Approval Date: / /

BUILDING REPORT

☐ General condition 21 applies only if the box is checked

PEST REPORT

☐ General condition 22 applies only if the box is checked

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: ☒ No ☐ Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

The purchaser is not required to withhold an amount for GST to pay to the Commissioner of Taxation pursuant to section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

GST Withholding Payment Details

~~Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.~~

~~Supplier's Name:~~

~~Supplier's ABN:~~

~~Supplier's Business Address:~~

~~Supplier's Email Address:~~

~~Supplier's Phone Number:~~

~~Supplier's proportion of the GST Withholding Payment:~~

~~If more than one supplier, provide the above details for each supplier.~~

~~Amount purchaser must pay — price multiplied by the GST withholding rate: \$~~

~~Amount must be paid: ☐ at completion ☐ at another time (specify):~~

~~Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes~~

~~If "yes", the GST inclusive market value of the non-monetary consideration: \$~~

~~Other details (including those required by regulation or the ATO forms):~~

SPECIAL CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Contract unless the context indicates a contrary intention:

- (a) **"Business Day"** means any day on which all banks are open for business generally in Melbourne;
- (b) **"contaminant"** means a solid, liquid gas, odour, heat, sound, vibration, radiation or substance (including asbestos) which makes or may make the land or the surrounding environment:
 - (i) noxious or poisonous or offensive to the senses of human beings;
 - (ii) harmful or potentially harmful to the health, welfare or safety of human beings;
 - (iii) poisonous, harmful or potentially harmful to animals, birds, wildlife, fish, other aquatic life, plants or vegetation;
 - (iv) otherwise environmentally degraded; or
 - (v) does not comply with any Environmental Law,
- (c) **"Council"** means the council of the municipality within which the property is situated;
- (d) **"Dollar"** and **"\$"** means the lawful currency of Australia;
- (e) **"Environment"** includes all aspects of the surroundings of human beings including:
 - (i) the physical characteristics of those surroundings, such as the land, the waters and the atmosphere;
 - (ii) the biological characteristics at those surroundings, such as the animals, plants and other forms of life; and
 - (iii) the aesthetic characteristics of those surroundings, such as their appearance sounds, smells, tastes and textures,
- (f) **"Environmental Law"** means a law (whether past, present or future) of any government agency (including statutes, orders, awards and decrees) regulating or otherwise relating to the Environment including, but not limited to, any relating to land use, planning, heritage, coastal protection, water catchments, solid waste, use of dangerous goods and hazardous substances, hazardous waste, waste water discharges, water quality, drinking water, groundwater, air emissions, air quality, hazardous substances (including, but not limited to, the lease, storage, discharge, disposal. arranging for disposal or reporting hazardous substances) contaminated land, building regulations, public and occupational health and safety, noxious trades or any other aspects of protection of the environment or persons or property;
- (g) **"GC"** means General Conditions;
- (h) **"PPSR Act"** means the *Personal Property Securities Act 2009* (Cth);
- (i) **"SL Act"** means the *Sale of Land Act 1962* (Vic);
- (j) **"Takeovers Act"** means the *Foreign Acquisition & Takeovers Act 1975* (Cth);
- (k) **"writing"** includes typewriting, printing, lithography, photography and other modes of representing or reproducing words in a tangible and permanently visible form and includes a facsimile transmission and **"written"** has a corresponding meaning;

1.2 Interpretation

In this Contract unless the context indicates a contrary intention:

- (a) words importing the singular include the plural (and vice versa) and words denoting a given gender shall include all other genders;
- (b) where a word or phrase is defined, other parts of speech and other grammatical forms of that word or phrase have corresponding meanings;
- (c) a reference to a person, individual, corporation, trust, partnership, joint venture, statutory or other authority, association (incorporated or unincorporated), state or government includes any of the foregoing;
- (d) a reference to a party to this Contract or another agreement, instrument or document includes the party's successors, permitted substitutes and assigns, including any person taking by way of permitted novation (and where applicable, the party's legal personal representatives);
- (e) where a party comprises two or more persons, any covenant, agreement, warranty, undertaking or indemnity or other obligation given by or to be performed or observed by that party, binds every two or more of them jointly, and each of them severally; and a reference to that party shall be deemed to include a reference to any one or more of those persons;
- (f) where any covenant, agreement, warranty, undertaking or indemnity or other obligation is given by or to be performed or observed by two or more parties to this Contract jointly, the same shall be construed to refer to and bind every two or more of such parties jointly, and each of them severally;
- (g) a reference to any legislation or a provision thereof or schedule thereto includes any statutory modification or re-enactment or any legislative provision substituted therefore and all ordinances, by-laws, regulations and other statutory instruments issued thereunder;
- (h) a reference to a recital, clause, sub-clause, annexure or schedule is a reference to a recital, clause, sub-clause, annexure or schedule of this Contract;
- (i) any marginal notes or headings are included for convenience only and do not affect the interpretation of this Contract; and
- (j) a recital, schedule or annexure forms part of this Contract.

1.3 Weekends and Holidays

Where a day is appointed or specified by this Contract as the day on or by which any moneys are to be payable or any act, matter or thing is to be done is not a Business Day, the day so appointed or specified shall be deemed to be the next Business Day.

1.4 Amendments to General Conditions

The GC are amended as follows:

- (a) GC2 is amended to read as follows: "Any signatory for a proprietary limited company purchaser or trust is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser or a trust.";
- (b) GC3 is deleted and replaced with the following:

"If the Purchaser is a company other than a public company or if the Purchaser nominates a substitute purchaser which is a company other than a public company, the Purchaser must procure the execution of the guarantee by:

3.1 each of its directors; or

3.2 a listed company of which the Purchaser is a subsidiary,

at the purchaser's expense and deliver it to the vendor together with the executed Contract.";

(c) GC4 is amended by adding the following at the end of the condition:

“ If the purchaser wishes to exercise its right hereunder to nominate an additional or substitute purchaser, it must deliver, at least 10 Business Days before the Settlement Date, to the vendor's legal representative the following:

- 4.1 a nomination form executed by the nominee and the Purchaser;
- 4.2 if the nominee is a corporation to which general condition 3 applies, a guarantee and indemnity which complies with the requirements of general condition 3 but includes changes necessary by reason of the nomination;
- 4.3 a written acknowledgement from the guarantors that the nomination of the nominee does not vitiate the guarantors' obligations; and
- 4.4 a statement signed by the Purchaser and the nominee that the nominee is not obliged by the Takeovers Act to furnish notice to the Treasurer of its intention to acquire an interest in the property,

and pay the vendor's legal cost associated with the nomination fixed at \$385.00 inclusive of GST at settlement.”;

(d) GC6.1, GC6.6 and GC6.7 are deleted;

(e) GC7 is amended by including a new paragraph 7(c) as follows:

“7(c) Where the purchaser is deemed by section 27(7) of the *SL Act* 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.”;

(f) GC9 is amended to read “The vendor must obtain any consent or approval required by the vendor as a condition of the vendor selling the property. The contract will be at an end and all money must be refunded to the purchaser if any necessary consent or approval if not obtained by settlement”;

(g) GC10.1 is amended by inserting the following sentences at the end of the General Condition: “The purchaser will be deemed to have defaulted in payment of the balance of the price if the transfer of land document is not delivered as required by this general condition. The default will be deemed to commence on the settlement date and terminate 7 days after the date on which the vendor receives the transfer of land document.”;

(h) GC11 is deleted and replaced with the following:

“11. Release of security interest

11.1 This general condition applies if any part of the property is subject to a Security Interest registered under the *PPSR Act*. Words and phrases used in general condition 11 which are defined in the *PPSR Act* have the same meaning in general condition 11.

11.2 If a Security Interest in respect to any part of the property is registered in the Personal Property Securities Register, the vendor must ensure that at or before settlement, the purchaser receives a release from the secured party releasing the property that is subject to the security interest.

11.3 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 required by the *PPSR Act* to be described in a registration by a serial number and is not described by serial number in the Personal Property Securities Register.

11.4 If the purchaser receives a release under general condition 11.2, the purchaser must provide the vendor with a copy of the release at or soon as practicable after settlement.

11.5 The purchaser must not grant a Security Interest over any part of the property prior to the Settlement Date. The purchaser must indemnify and hold harmless the vendor against all

claims, damages or loss incurred by the vendor as a consequence of the purchaser granting a Security Interest over any part of the property in breach of this condition.

11.6 If the land is sold subject to a lease and the vendor has registered a security interest over any part of the property being sold or the tenant's property, the vendor must transfer the security interest to the purchaser on the settlement date and execute all documents necessary to facilitate registration of the transfer of the security interest.”;

(i) GC14.1(c) is deleted;

(j) GC19 is amended by including a new paragraph 19.7(c) as follows:

“19.7(c) Unless the price includes GST, the reference to **the price** in this GC19 refers to the price plus any GST payable on the price.”;

(k) GC15 is deleted;

(l) GC16 is deleted;

(m) The second sentence of GC28.3 is amended to read; “The Purchaser may enter the property on reasonable times and following prior written notice to the Vendor to comply with that responsibility where action is required before settlement. The Purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the Vendor and indemnifies the Vendor for any loss or damage suffered by the Vendor as a consequence of the purchaser exercising its right under this general condition.”;

(n) GC31.4 to 31.6 (inclusive) are deleted; and

(o) GC33 is amended by replacing "2%" with "6%".

2. PURCHASER’S ACKNOWLEDGEMENTS AND WARRANTIES

2.1 Vendor’s Statement

The Purchaser acknowledges that prior to the execution of this Contract it received a statement in writing in accordance with the requirements of Section 32 of the *SL Act*.

2.2 Vendor’s Agent

The Purchaser acknowledges that no information, representation or warranty of the Vendor or the Vendor’s agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and that no information, representation or warranty has in fact been so relied upon and that this Contract is the sole and full repository of the agreement between the Vendor and the Vendor’s agent on the one hand and the Purchaser on the other hand.

2.3 FIRB Warranty

The Purchaser:

(a) warrants to the Vendor, as an essential term of this contract, that the acquisition of the property by the Purchaser does not fall within the scope of the Takeovers Act and is not examinable by FIRB; and

(b) agrees that if the warranty in special condition 2.3(a) is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty.

2.4 Property Condition

The Purchaser acknowledges that:

(a) it purchases the Property “as is” in its present condition; and

- (b) assumes all risk of loss, damage, liability or injury to any person, corporation or property resulting in any way from the condition of the Property or the existence or previous existence of any fixtures, fittings or installation in, to or on the improvements or in, on or under the Property.

2.5 Environmental Matters

The Purchaser:

- (a) acknowledges that it has made or has had the opportunity to make, its own enquiries and investigations regarding the land, the presence of contaminants on or emanating from the land or any adjoining, the existence or previous existence of any underground storage tank or tanks and the current condition of the land;
- (b) acknowledges that it assumes all risk of loss, damage, liability or injury to any person, corporation or property resulting in any way from use of the land or existence or previous existence of any underground storage tank or tanks (including without limitation, leakage or spillage of oil or other products) or the presence of any contaminant which may be in or on the improvements or any fixtures, fittings or installation in, to or on the improvements or in on or under the land, whether disclosed or undisclosed;
- (c) releases and discharges the Vendor and its successors, assigns, employees and agents from and against all claims, suits, demands and actions of every description whatsoever and whenever occurring which the Purchaser has, may have, or which may accrue in the future or which, but for the execution of this contract, the Purchaser would or might have had against the Vendor as a result of the presence of any contaminant in, on or under the land and from and against all claims for costs and expenses in respect of such claims, suits, demands and actions; and
- (d) indemnifies and holds harmless the Vendor and its successors, assigns, employees and agents from and against all loss, damage, liability, claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from the presence of any contaminant in, on or under the land (including without limitation, any costs or expenses incurred in relation to any notice, direction or order issued or made under any Environmental Law and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suits, demands and actions whether disclosed or undisclosed).

2.6 No Objection or Requisition

The Purchaser may not make any requisitions, or objections or claim any compensation from the Vendor in respect of the condition of the Property or any contaminant thereto.

3. TOWN PLANNING AND OTHER RESTRICTIONS

3.1 Planning Schemes

The Purchaser buys the property subject to any restrictions imposed by and to the provisions of the Council Planning Scheme, and any other Town Planning Acts or Schemes. The Vendor does not warrant the property may be used for any particular purpose. The Purchaser buys the property subject to:

- (a) any act or regulation by law or local law affecting the land;
- (b) any restriction or condition imposed on the land or its use, or its use by or with the authority of any government, semi-governmental or judicial entity or authority;
- (c) any easements or rights vested in or planned by any statutory authority;
- (d) the restrictions contained in the applicable planning scheme; and
- (e) any legal requirements which must be satisfied prior to making use of the land for its intended purpose,

and the Purchaser has satisfied itself as to the suitability of the land for its intended purpose.

3.2 Planning Permits

Without limiting the operation of Special Condition 3.1, the Purchaser hereby buys the property subject to all the planning permits disclosed in the Vendor's statement. The Vendor makes no warranties or representations about:

- (a) the nature, force effect or validity of any planning permit;
- (b) whether or not the existing use of the property complies with any planning permit; or
- (c) whether or not the conditions of any planning permit have been breached.

3.3 No Objection or Requisition

The Purchaser may not make any requisitions, or objections or claim any compensation from the Vendor in respect of the planning permits any matter disclosed in the planning permits or any alleged non-compliance with the planning permits.

GENERAL CONDITIONS

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

TITLE

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 5.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

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

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

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

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

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

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the 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.

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must

comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must:
 - (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives:
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
 - (a) that:
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if:
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor:
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay: as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act* 1958 before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

MONEY**14. DEPOSIT**

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's solicitor or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, solicitor or conveyancer and held by the estate agent, solicitor or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

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

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

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
 - (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's solicitor or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a ‘going concern’:
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a ‘margin scheme’ supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) ‘GST Act’ means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
 - (b) ‘GST’ includes penalties and interest.

20. LOAN

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

- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's solicitor, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's solicitor, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section

14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a solicitor or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts

the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a solicitor or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

TRANSACTIONAL

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligations will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the solicitor or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's solicitor, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a solicitor, whether or not the person serving or receiving the document is a solicitor; or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) Express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) Priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) Regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a solicitor or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

DEFAULT

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor: Serec Pty Ltd ACN 064 450 700

Purchaser:

Guarantor:

IN WITNESS WHEREOF the said Guarantor has set his hand and seal this day , 2026.

SIGNED SEALED AND DELIVERED by the
guarantor in the presence of:

x
Signature of Witness
Full Name:
Address:

*** Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines**

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor.
2. An *agreed* Statement of Facts must be signed by all parties and referring solicitors and must include:
 - 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
 - 2.2 A copy of all relevant documents.
 - 2.3 The issues, based on the agreed facts, to be decided by the Committee.
3. Applications for disputes to be decided by the Committee shall include an agreement by the referring solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
4. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria.
5. An administration fee of \$100.00 for each referring solicitor must be paid to the Law Institute of Victoria when the application is lodged.
6. The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee shall act as an expert panel and not as an arbitrator.
7. The Committee reserves the right:
 - (i) to call for further and better particulars in order to make a decision.
 - (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.
8. The Committee's written decision will be sent to the referring legal practitioners within seven days of the dispute being decided.

** The guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9522.*

THE

DAY OF

2026

SEREC PTY. LTD. ACN 064 450 700

(the “**Vendor**”)

to

(the “**Purchaser**”)

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

230 HONEYS ROAD BARRABOOL 3221 VICTORIA



Oakley Thompson & Co.

Solicitors • Consultants • Established 1881

Incorporating Prompt Legal Services

OTLAWYERS PTY LTD ABN 16 676 785 747

Level 18, 350 Queen Street, Melbourne Victoria 3000 Telephone: (+613) 8676 0222

Level 1, Suite 4, 326 Keilor Road, Niddrie Victoria 3042 Telephone: (+613) 9379 0877

Email: frontdesk@oakleythompson.com Facsimile: (+613) 8676 0275

Liability limited by a scheme approved under Professional Standards Legislation

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

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

VENDOR SEREC PTY. LTD. ACN 064 450 700

LAND 230 HONEYS ROAD BARRABOOL 3221 VICTORIA

1. FINANCIAL MATTERS

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

- (a) Are contained in the attached certificates.
- (b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
 - (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
 - (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

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

Nil.

1.3 Terms Contract

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

Not applicable.

1.4 Sale Subject to Mortgage

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

Not applicable.

1.5 Land subject to Tax Reform scheme

- (a) Is the land tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024?**

No

2. INSURANCE

2.1 Damage and Destruction

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

Not applicable.

2.2 Owner-Builder

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

Not applicable.

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

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

- (a) Are as set out in the attached copies of title documents otherwise none known to the vendor.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

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

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

The land is in a bushfire prone area under section 192A of the *Building Act 1993*.

3.4 Planning Scheme

The required specified information is contained in the attached certificate.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Nil.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. **BUILDING PERMITS**

The particulars of any building permits have been issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

are contained in the attached certificate.

6. **OWNERS CORPORATION**

The land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

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

Not applicable.

7.1 **Work-in-Kind Agreement**

There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

7.2 **GAIC Recording**

The land is not affected by the GAIC.

8. **SERVICES**

The following services are **not** connected to the land:

Water, Sewerage, Electricity, Gas, Telephone.

9. **TITLE**

- 9.1 Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a “diagram location” in the Statement that identifies the land and its location.

10. SUBDIVISION**10.1 Unregistered Subdivision**

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

Not Applicable

10.2 Staged Subdivision

Not Applicable

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

13.1 Register Search Statement (Copy of Title) - Volume 9316 Folio 926 – 230 Honeys Road BARRABOOL 3221

13.2 Register Search Statement (Copy of Title) - Volume 11136 Folio 208 – 610A Princes Highway MOUNT MORIAC 3240

13.3 Copy of Plan - **LP126138** – 230 Honeys Road BARRABOOL 3221

13.4 Copy of Plan – Instrument **TP630482B** – 230 Honeys Road BARRABOOL 3221

13.5 Copy of Plan – **TP943577T** – 610A Princes Highway MOUNT MORIAC 3240

13.6 Instrument Search – **AP126122G**

13.7 Vicplan Planning Property Report – 230 Honeys Road BARRABOOL 3221

13.8 Vicplan Detailed Property Report – 230 Honeys Road BARRABOOL 3221

13.9 Vicplan Planning Property Report – 610A Princes Highway MOUNT MORIAC 3240

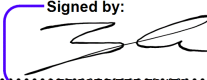
- 13.10 Vicplan Detailed Property Report – 610A Princes Highway MOUNT MORIAC 3240
- 13.11 DELWP: Planning Certificate Express – 9316/926 230 Honeys Road BARRABOOL 3221
- 13.12 DELWP: Planning Certificate Express – 11136/208 610A Princes Highway MOUNT MORIAC 3240
- 13.13 Surf Coast Shire: Land Information Certificate – 230 Honeys Road BARRABOOL 3221
- 13.14 Surf Coast Shire: Land Information Certificate – 610A Princes Highway MOUNT MORIAC 3240
- 13.15 Southern Rural Water: Water Information Certificate – 230 Honeys Road BARRABOOL 3221
- 13.16 Barwon Water: Water Information Certificate – 610A Princes Highway MOUNT MORIAC 3240
- 13.17 SRO Property Clearance Certificate – 230 Honeys Road BARRABOOL 3221
- 13.18 SRO Property Clearance Certificate – 610A Princes Highway MOUNT MORIAC 3240
- 13.19 Surf Coast Shire: Building Approvals 326(1) – 230 Honeys Road BARRABOOL 3221
- 13.20 Surf Coast Shire: Building Approvals 326(1) - 610A Princes Highway MOUNT MORIAC 3240
- 13.21 Surf Coast Shire: Building Approvals 326(2) – 230 Honeys Road BARRABOOL 3221
- 13.22 EPA Priority Sites Register – 230 Honeys Road BARRABOOL 3221
- 13.23 EPA Priority Sites Register – 610A Princes Highway MOUNT MORIAC 3240
- 13.24 DEECA: Agricultural Licenses – 230 Honeys Road BARRABOOL 3221
- 13.25 DEECA: Agricultural Licenses – 610A Princes Highway MOUNT MORIAC 3240
- 13.26 Heritage Certificate (Sec 58) – 230 Honeys Road BARRABOOL 3221
- 13.27 VicRoads – 230 Honeys Road BARRABOOL 3221
- 13.28 VicRoads – 610A Princes Highway MOUNT MORIAC 3240

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

27-07-2026 | 5:51 PM AEST

Date of this Statement:/ / 2026

Signatures of the vendor:

Signed by:


 2FD20EDF7DF8478...
 Zara Lily Edgar as Director of SEREC PTY. LTD.

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

Date of this Acknowledgment: / /

Signature of the purchaser:

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

Page 1 of 1

VOLUME 09316 FOLIO 926

Security no : 124134911766E
Produced 22/05/2026 03:03 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 126138.
PARENT TITLE Volume 09173 Folio 925
Created by instrument H334948 08/12/1978

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SEREC PTY LTD of 230 HONEYS ROAD CERES VIC 3221
AG517111L 20/05/2009

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG517120K 20/05/2009
NATIONAL AUSTRALIA BANK LTD

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 TP630482B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 230 HONEYS ROAD BARRABOOL VIC 3221

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 23/10/2016

DOCUMENT END



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

Page 1 of 1

VOLUME 11136 FOLIO 208

Security no : 124135354961V
Produced 09/06/2026 09:13 AM

LAND DESCRIPTION

Lot 1 on Title Plan 943577T.
Created by Application No. 126122G 20/05/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SEREC PTY LTD of 230 HONEYS ROAD CERES VIC 3221
Application No. 126122G 20/05/2009

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG517120K 20/05/2009
NATIONAL AUSTRALIA BANK LTD

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

Warning as to Dimensions
Any dimension and connecting distance shown is based on the description of the land as contained in the General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.

DIAGRAM LOCATION

SEE TP943577T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

ADMINISTRATIVE NOTICES

NIL

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Effective from 23/10/2016

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	LP126138
Number of Pages (excluding this cover sheet)	1
Document Assembled	22/05/2026 15:03

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PLAN OF SUBDIVISION OF PART OF CROWN PORTION 4 PARISH OF BARRARBOOL

COUNTY OF GRANT

VOL. 9173 FOL. 925

Measurements are in METRES

LP126138
EDITION 1
APPROVED 19/7/78

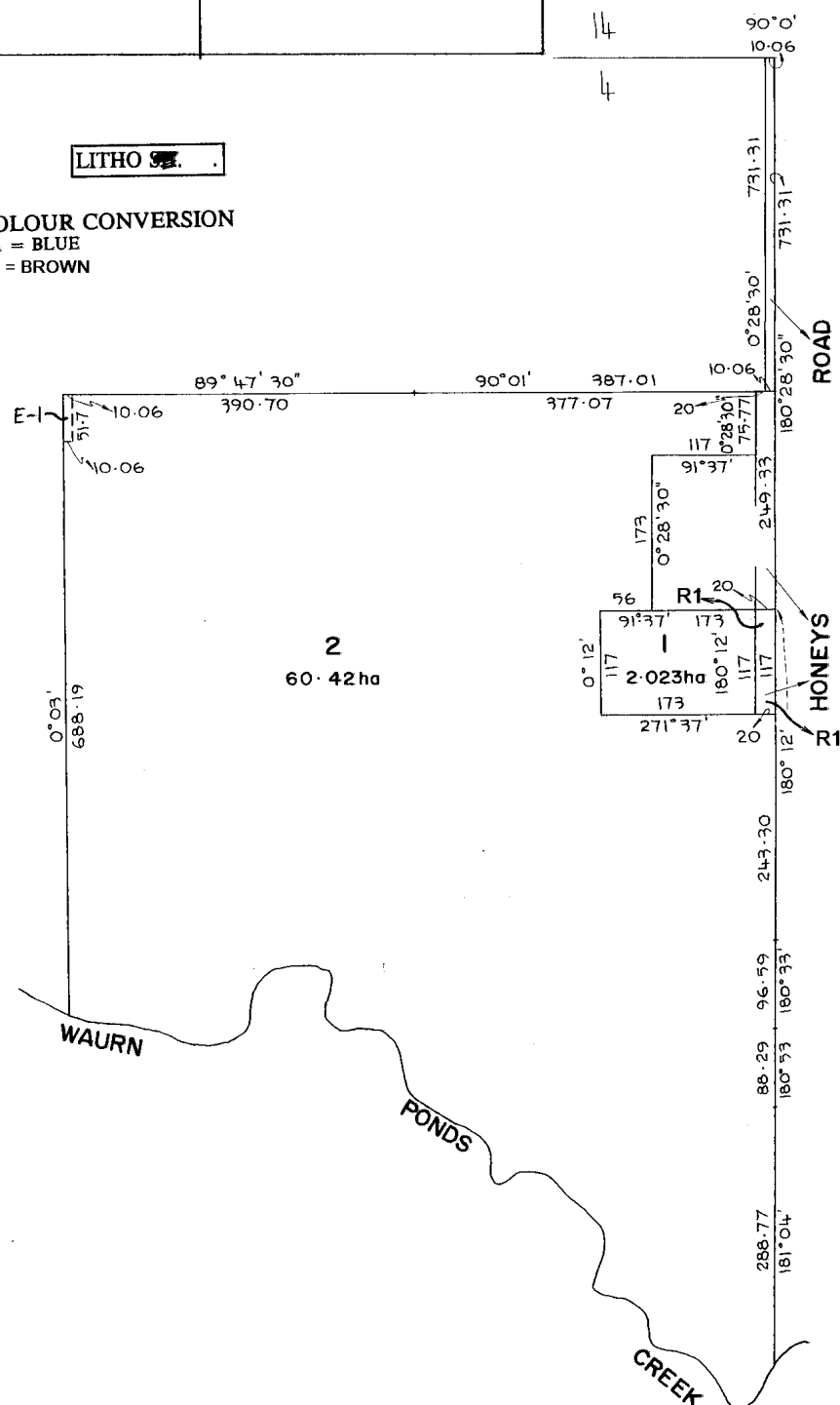
APPROPRIATIONS	ENCUMBRANCES & OTHER NOTATIONS
BROWN - CARRIAGEWAY & DRAINAGE	BLUE - SEE CH VOL. 9173 FOL. 925 FOR APPURTENANT EASEMENTS SEE CH VOL. 9173 FOL. 925 LOT 2 HAS NOT BEEN SURVEYED AT THIS TIME

LITHO 98.

COLOUR CONVERSION

E-1 = BLUE

R1 = BROWN



WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	TP630482B
Number of Pages (excluding this cover sheet)	1
Document Assembled	22/05/2026 15:03

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TITLE PLAN		EDITION 1	TP 630482B
Location of Land Parish: BARRARBOOL Township: Section: Crown Allotment: Crown Portion: 4 (PT) Last Plan Reference: LP 126138 Derived From: VOL 9316 FOL 926 Depth Limitation: NIL		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN	
Description of Land / Easement Information ENCUMBRANCES REFERRED TO As to the land shown marked A - - ANY EASEMENTS affecting the same - -		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 21/09/2000 VERIFIED: AC	
LENGTHS ARE IN METRES		Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	TP943577T
Number of Pages (excluding this cover sheet)	1
Document Assembled	09/06/2026 09:13

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TITLE PLAN				EDITION 1	TP943577T
LOCATION OF LAND PARISH: DUNEED TOWNSHIP: SECTION: 17 CROWN ALLOTMENT: B (PART) CROWN PORTION: LAST PLAN REFERENCE: DERIVED FROM: DEPTH LIMITATION:				NOTATIONS WARNING AS TO DIMENSIONS: ANY DIMENSION AND CONNECTING DISTANCE SHOWN IS BASED ON THE DESCRIPTION OF THE LAND CONTAINED IN THE GENERAL LAW TITLE AND IS NOT BASED ON SURVEY INFORMATION WHICH HAS BEEN INVESTIGATED BY THE REGISTRAR OF TITLES.	
EASEMENT INFORMATION E - ENCUMBERING EASEMENT. R - ENCUMBERING EASEMENT (ROAD). A - APPURTENANT EASEMENT.					THIS PLAN HAS BEEN PREPARED BY LAND VICTORIA FOR TITLE DIAGRAM PURPOSES Checked by: PRT Date: 20/5/2009 Assistant Registrar of Titles
Easement Reference	Purpose / Authority	Width (Metres)	Origin	Land benefited / In favour of	
LENGTHS ARE IN METRES		SCALE —	DEALING / FILE No: AP126122G GOVERNMENT GAZETTE No:		DEALING CODE: 14 SHEET 1 OF 1



Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AP126122G
Number of Pages (excluding this cover sheet)	1
Document Assembled	09/06/2026 09:13

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**Application to bring land
under the operation of the
Transfer of Land Act 1958
Section 14 Transfer of Land Act 1958**

P			
The			
col			
anc			
ma			
reg			
Vic			
		AP126122G	
		20/05/2009 \$99.90	14
			

Lodged by:

Name:

Phone:

Address:

National Australia Bank Limited 9E

Ref:

Customer Code:

The applicant applies to bring the land under the operation of the Act subject to the encumbrances set out in the legal practitioner's certificate.

Land: Part of Crown Allotment B Portion 17 in Conveyance Book ~~849~~ No. 669.

Applicant: Serec Pty Ltd ACN 064 450 700 of 230 Honeys Road, Ceres Victoria 3221

Certifying legal practitioner: Mr Julian Michael Vagg
Oakley Thompson & Co
Level 19, 500 Collins Street
Melbourne Victoria 3000

Date of certificate: 19th January 2009

Date: 6th February 2009

Signed:



JULIAN MICHAEL VAGG
An Australian Legal Practitioner
(within the meaning of the
Legal Profession Act 2004)
Level 19, 500 Collins Street
Melbourne, Victoria 3000

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 12 June 2026 02:05 PM

PROPERTY DETAILS

Address: 230 HONEYS ROAD BARRABOOL 3221

Lot and Plan Number: Lot 2 LP126138

Standard Parcel Identifier (SPI): 2\LP126138

Local Government Area (Council): SURF COAST www.surfcoast.vic.gov.au

Council Property Number: 3500

Planning Scheme: Surf Coast [Planning Scheme - Surf Coast](#)

Directory Reference: Melway 463 G3

UTILITIES

Rural Water Corporation: Southern Rural Water

Urban Water Corporation: Barwon Water

Melbourne Water: Outside drainage boundary

Power Distributor: POWERCOR

STATE ELECTORATES

Legislative Council: WESTERN VICTORIA

Legislative Assembly: SOUTH BARWON

OTHER

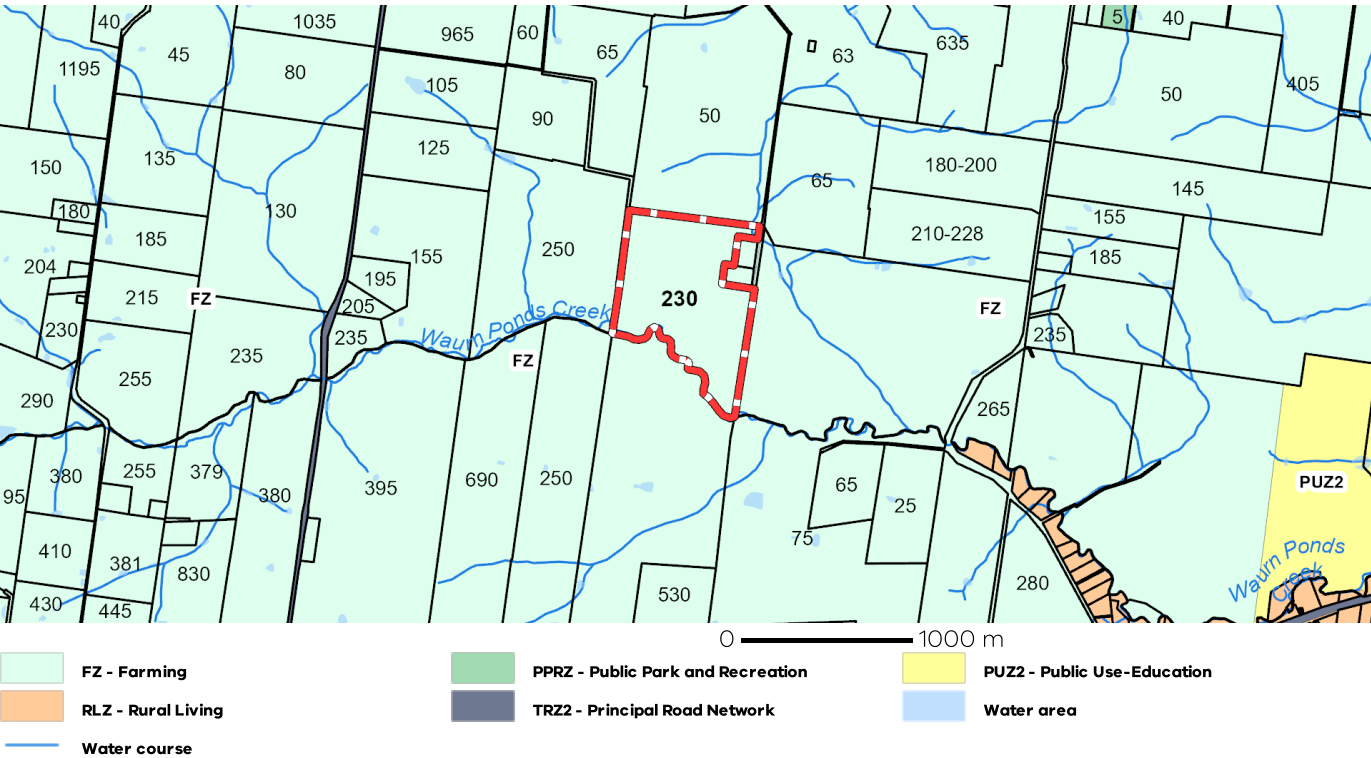
Registered Aboriginal Party: Wadawurrung Traditional Owners Aboriginal Corporation

Fire Authority: Country Fire Authority

[View location in VicPlan](#)

Planning Zones

[FARMING ZONE \(FZ\) \(SURF COAST\)](#)
[SCHEDULE TO THE FARMING ZONE \(FZ\) \(SURF COAST\)](#)



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

PLANNING PROPERTY REPORT



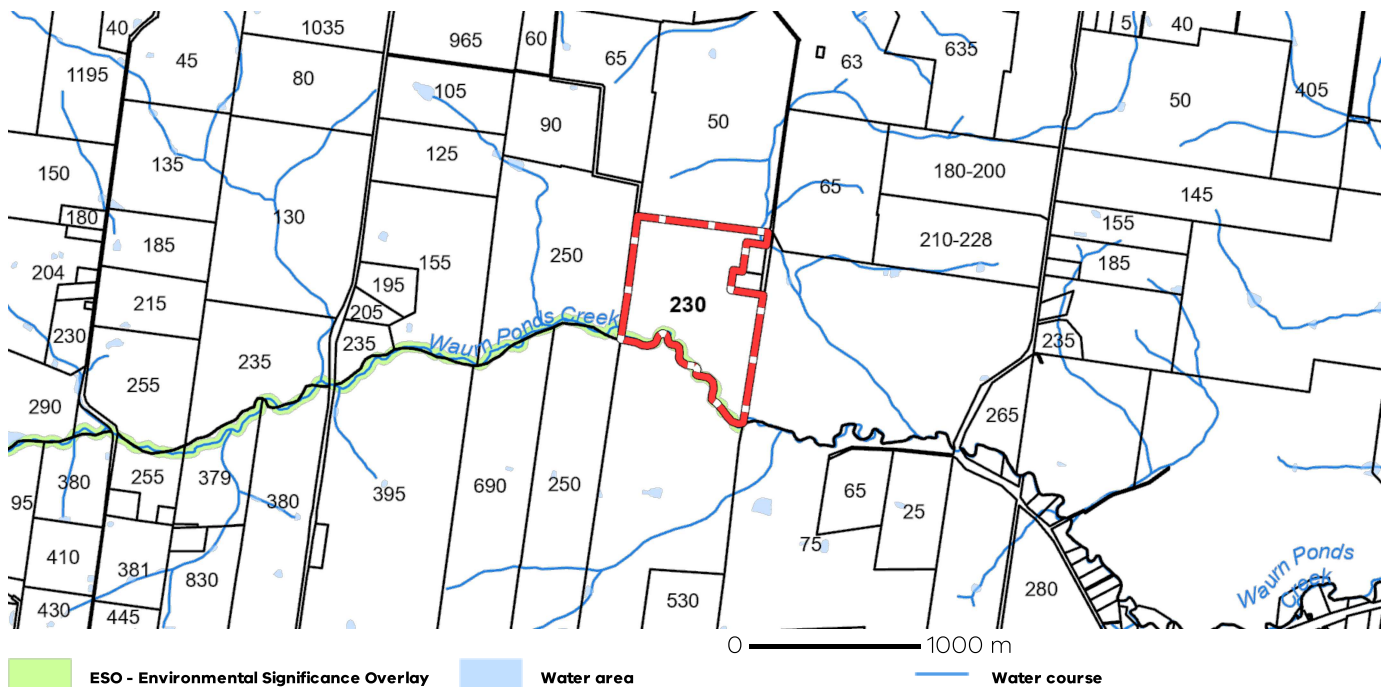
VICTORIA
State
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Department
of Transport
and Planning

Planning Overlays

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

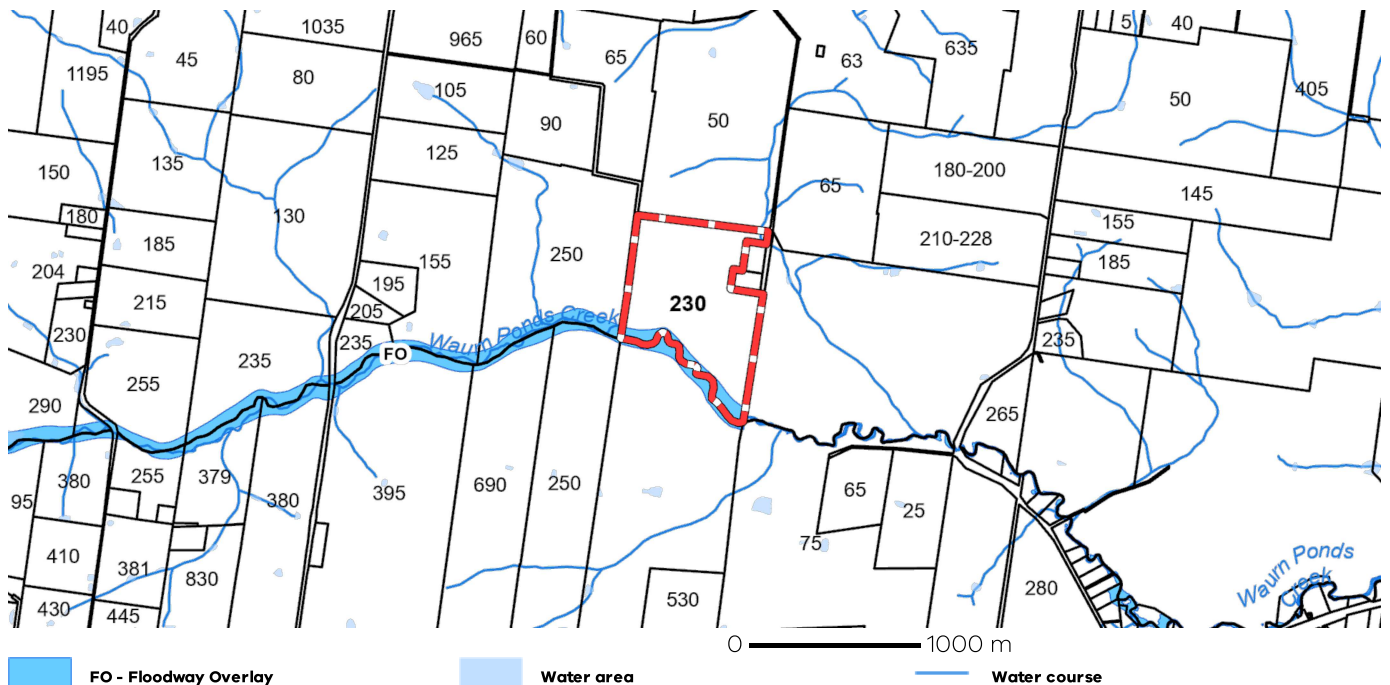
[ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 \(ESO1\) \(SURF COAST\)](#)



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

[FLOODWAY OVERLAY \(FO\) \(SURF COAST\)](#)

[FLOODWAY OVERLAY SCHEDULE \(FO\) \(SURF COAST\)](#)



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

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PLANNING PROPERTY REPORT: 230 HONEY'S ROAD BARRABOOL 3221

Page 2 of 6

PLANNING PROPERTY REPORT

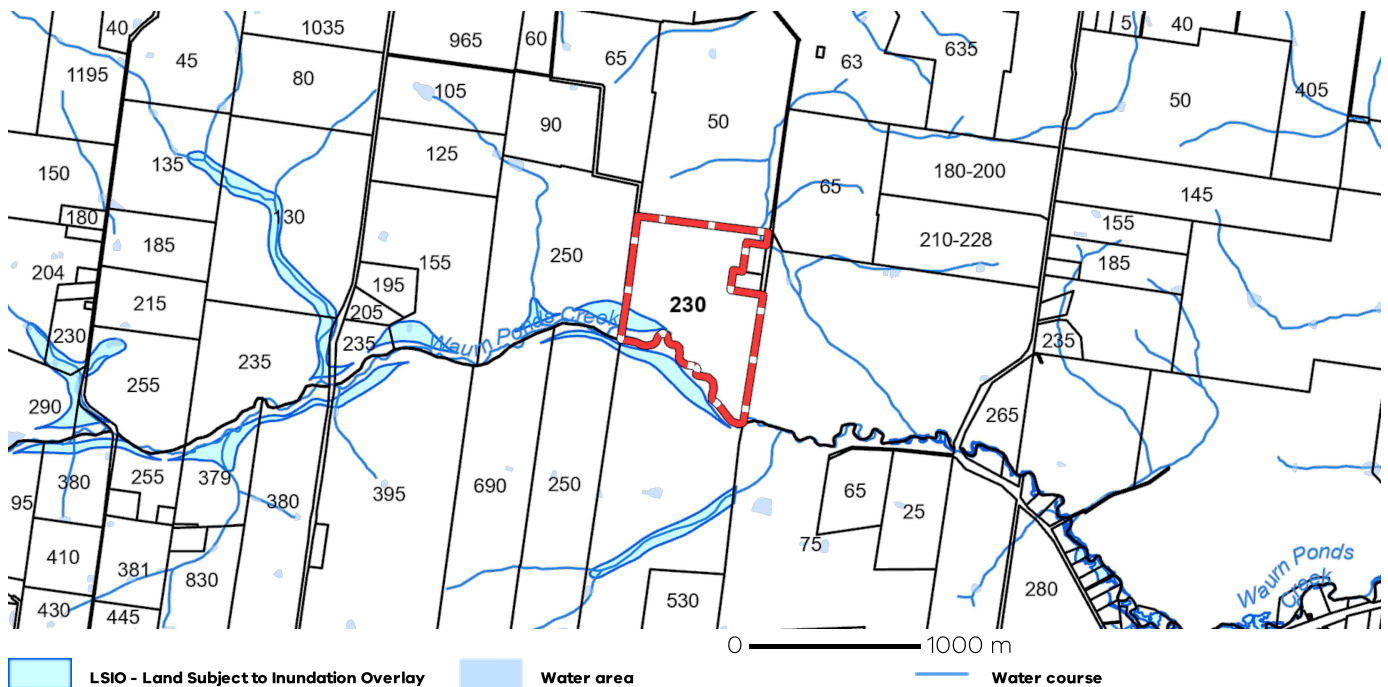


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of Transport
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Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO) (SURF COAST)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO) (SURF COAST)



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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

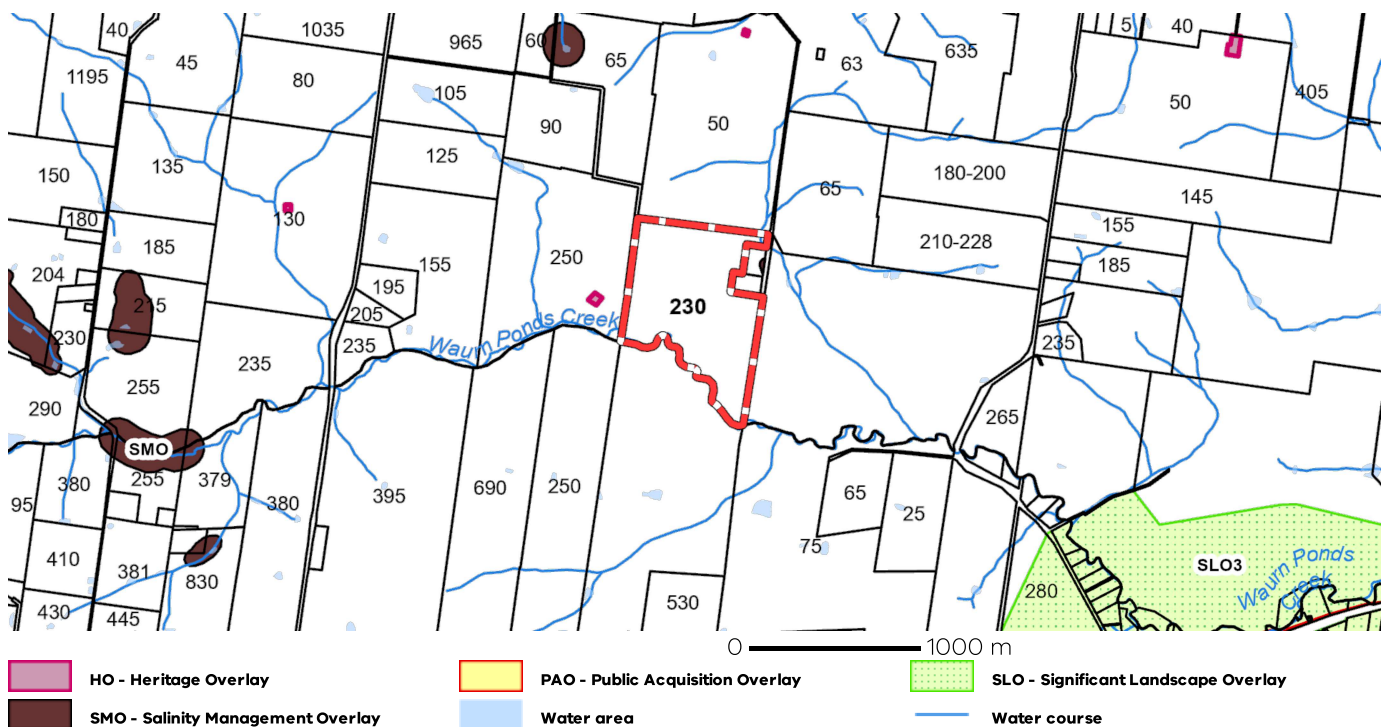
HERITAGE OVERLAY (HO) (SURF COAST)

HERITAGE OVERLAY (HO) (GREATER GEELONG)

PUBLIC ACQUISITION OVERLAY (PAO) (GREATER GEELONG)

SIGNIFICANT LANDSCAPE OVERLAY (SLO) (GREATER GEELONG)

SALINITY MANAGEMENT OVERLAY (SMO) (SURF COAST)



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

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PLANNING PROPERTY REPORT: 230 HONEYS ROAD BARRABOOL 3221

Page 3 of 6

PLANNING PROPERTY REPORT



Department
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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.

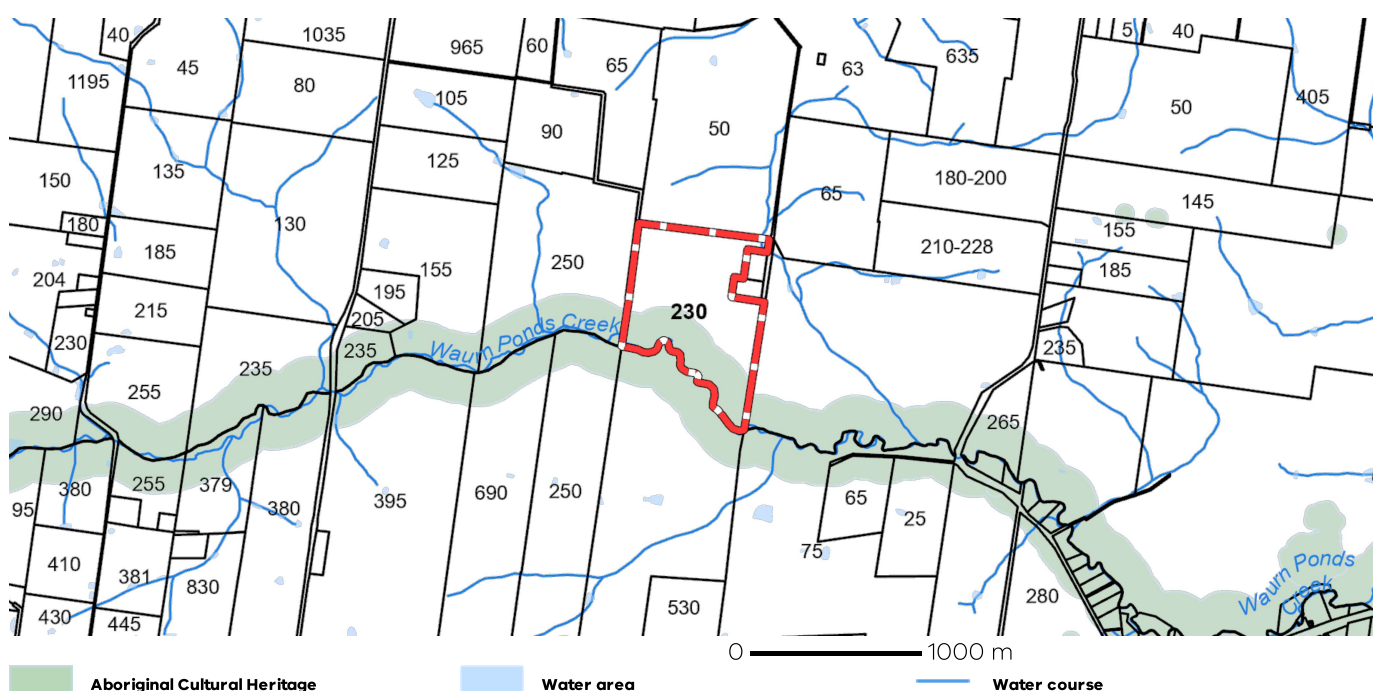
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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/gavQuestion1.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>



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PLANNING PROPERTY REPORT



Department
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and Planning

Further Planning Information

Planning scheme data last updated on 11 June 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>

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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



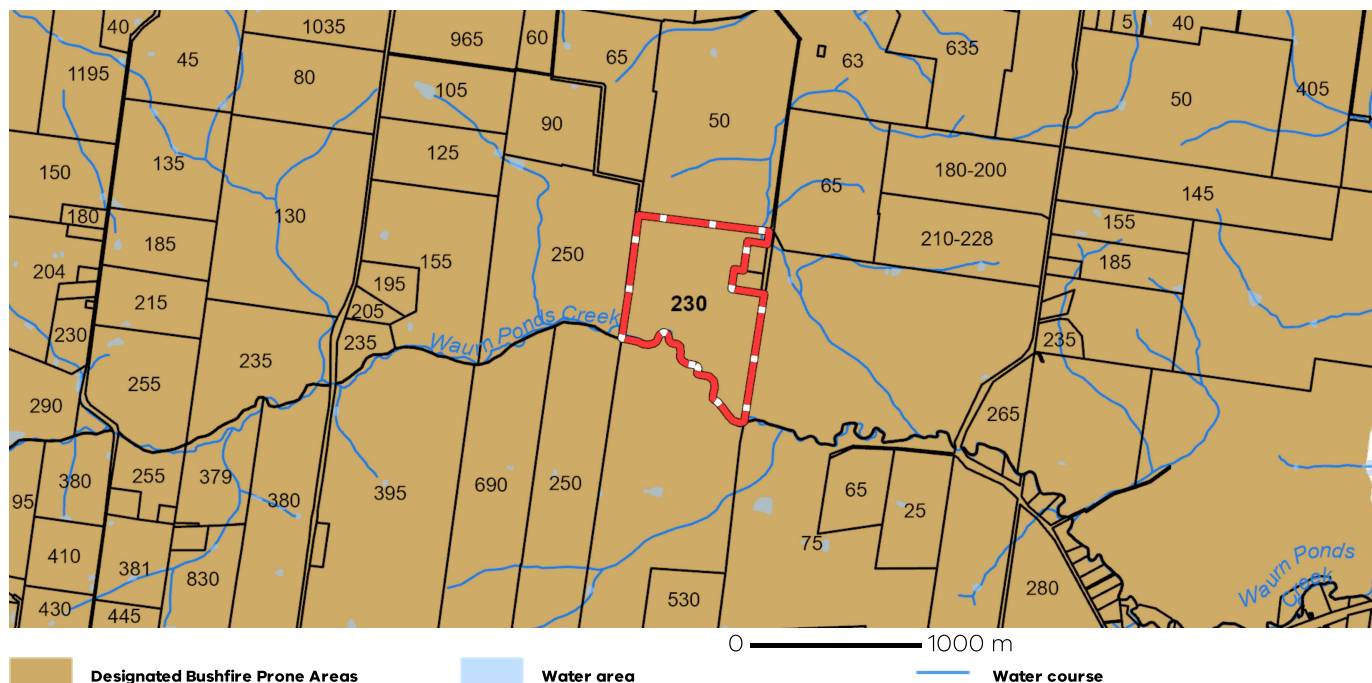
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of Transport
and Planning

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 \(environment.vic.gov.au\)](https://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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

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PROPERTY REPORT

Created at 12 June 2026 02:05 PM

PROPERTY DETAILS

Address: **230 HONEYS ROAD BARRABOOL 3221**

Lot and Plan Number: **Lot 2 LP126138**

Standard Parcel Identifier (SPI): **2\LP126138**

Local Government Area (Council): **SURF COAST**

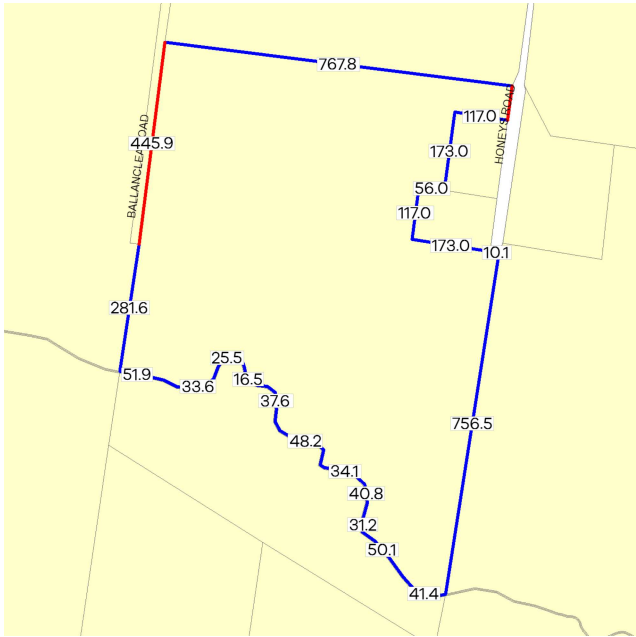
Council Property Number: **3500**

Directory Reference: **Melway 463 G3**

www.surfcoast.vic.gov.au

SITE DIMENSIONS

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



Area: 621654 sq. m (62.17 ha)

Perimeter: 4097 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.

28 overlapping dimension labels are not being displayed

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Barwon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **SOUTH BARWON**

PLANNING INFORMATION

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

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

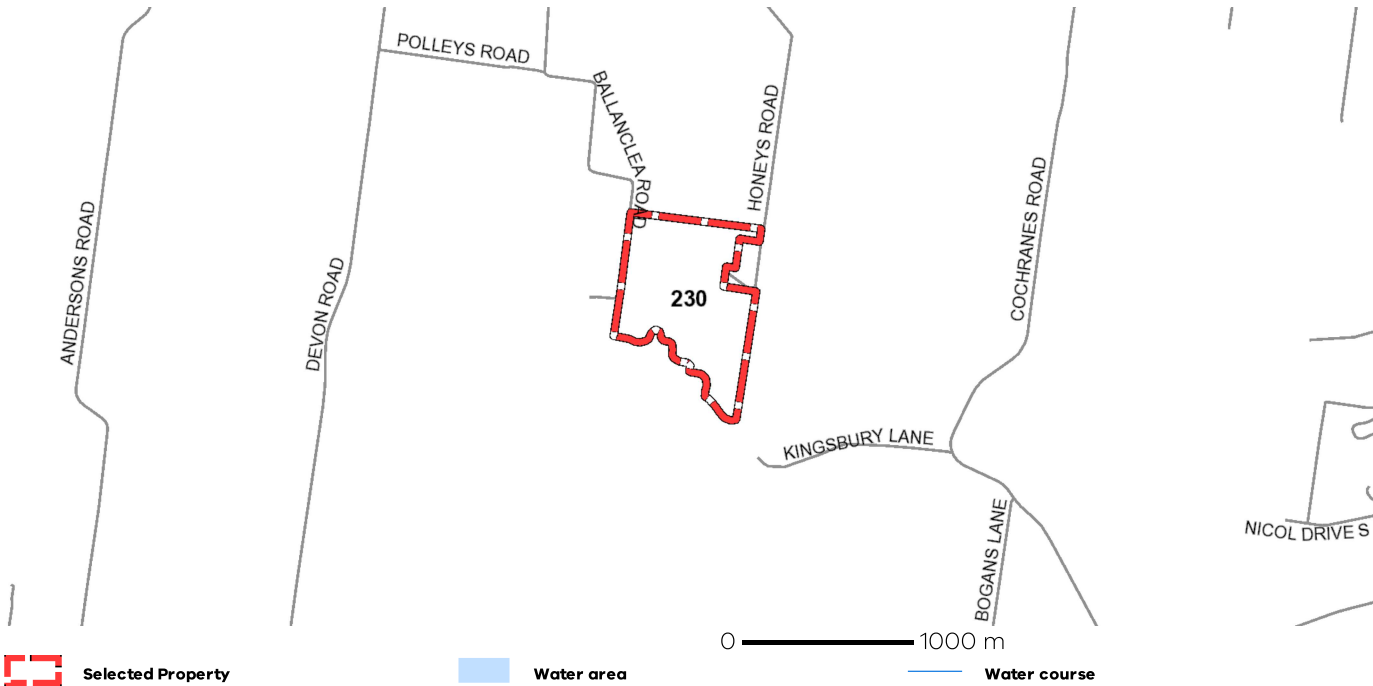
Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 17 June 2026 09:18 AM

PROPERTY DETAILS

Address: 610A PRINCES HIGHWAY MOUNT MORIAC 3240
Lot and Plan Number: More than one parcel - see link below
Standard Parcel Identifier (SPI): More than one parcel - see link below
Local Government Area (Council): SURF COAST www.surfcoast.vic.gov.au
Council Property Number: 155210
Planning Scheme: Surf Coast [Planning Scheme - Surf Coast](#)
Directory Reference: Melway 463 E9
This property has 4 parcels. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

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

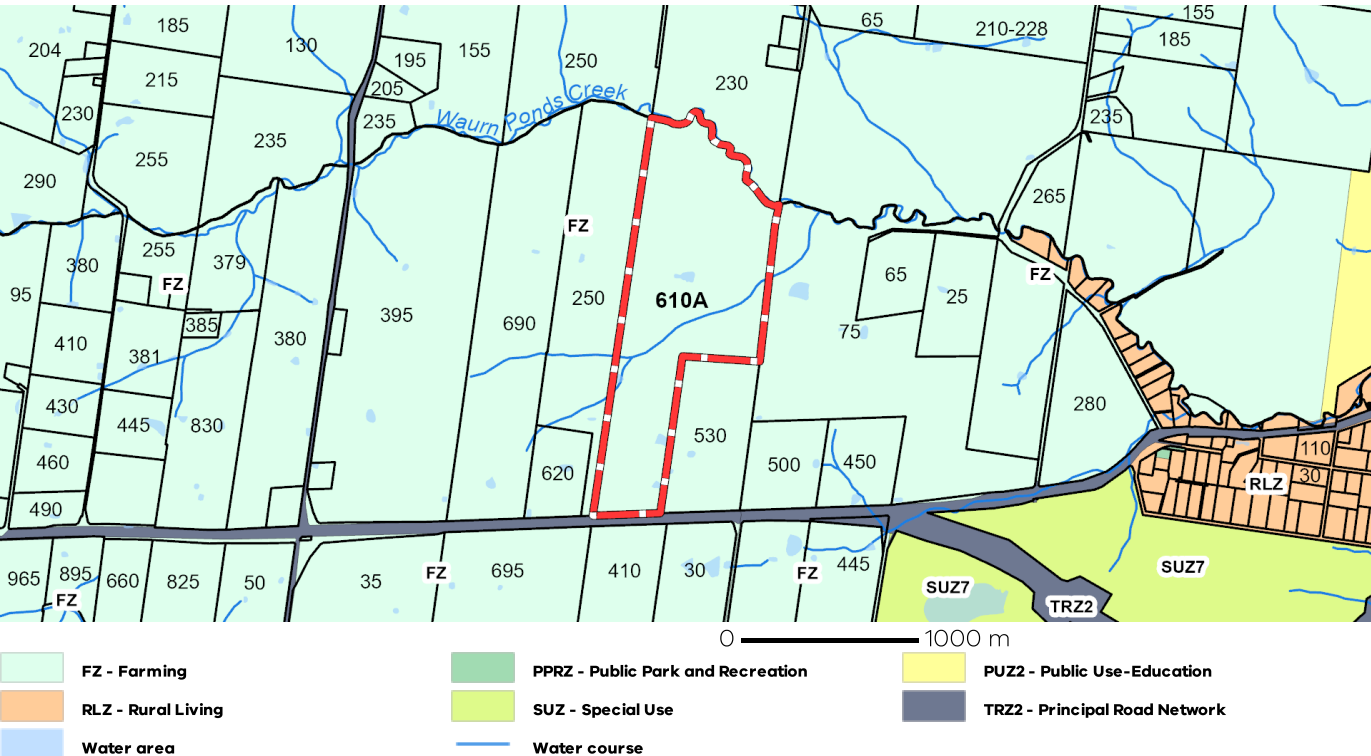
STATE ELECTORATES

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

[View location in VicPlan](#)

Planning Zones

[FARMING ZONE \(FZ\) \(SURF COAST\)](#)
[SCHEDULE TO THE FARMING ZONE \(FZ\) \(SURF COAST\)](#)



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

PLANNING PROPERTY REPORT

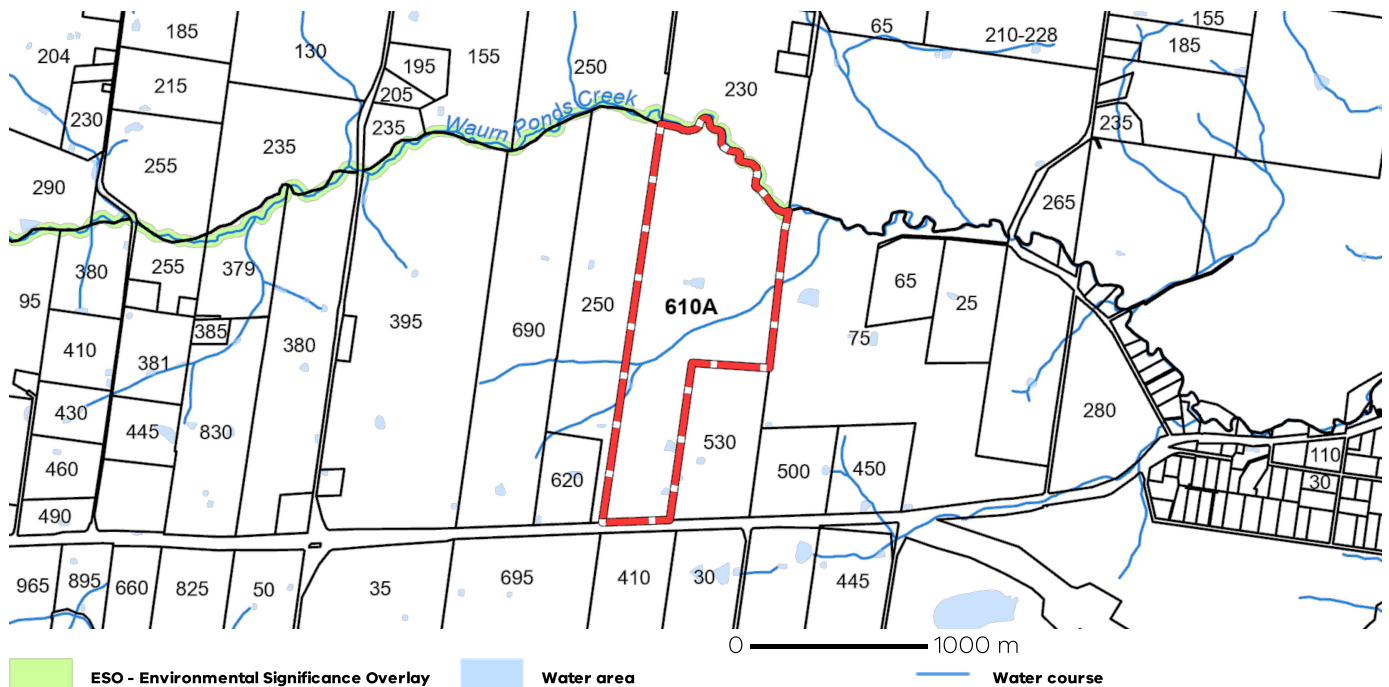


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and Planning

Planning Overlays

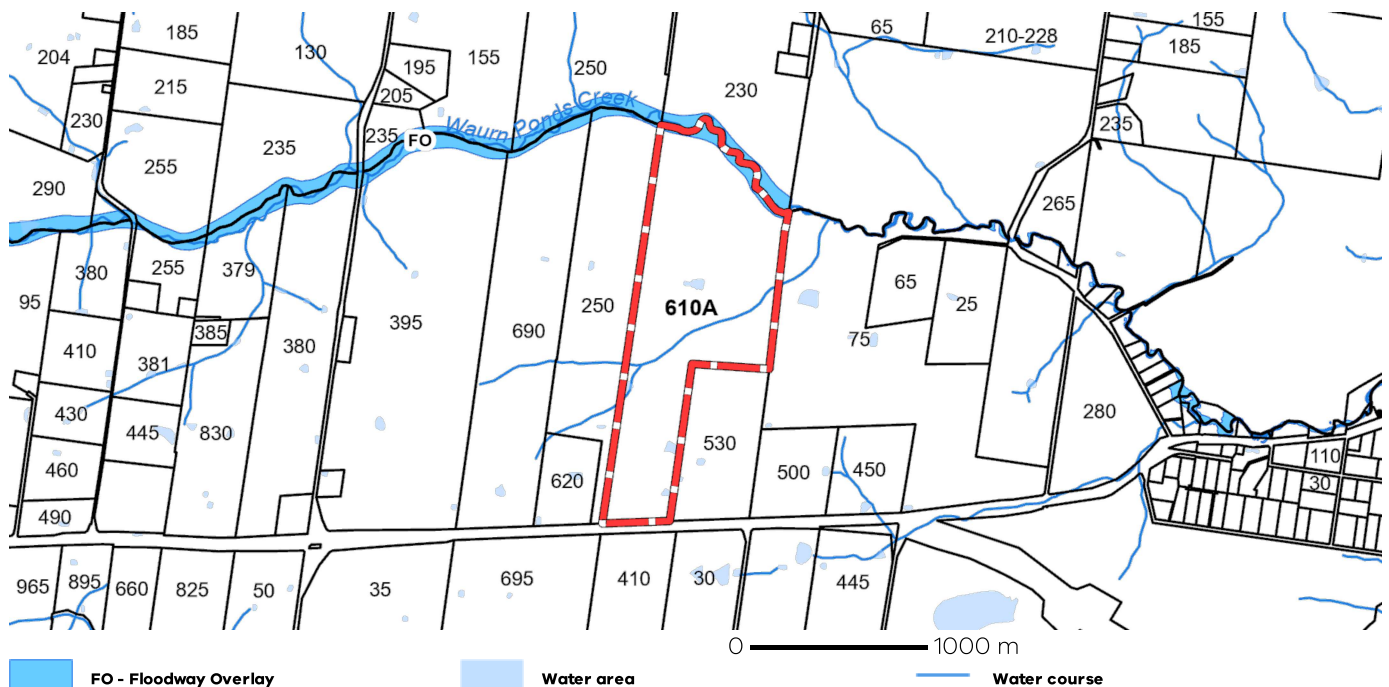
ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) (SURF COAST)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1) (SURF COAST)



FLOODWAY OVERLAY (FO) (SURF COAST)

FLOODWAY OVERLAY SCHEDULE (FO) (SURF COAST)



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PLANNING PROPERTY REPORT: 610A PRINCES HIGHWAY MOUNT MORIAC 3240

Page 2 of 7

PLANNING PROPERTY REPORT

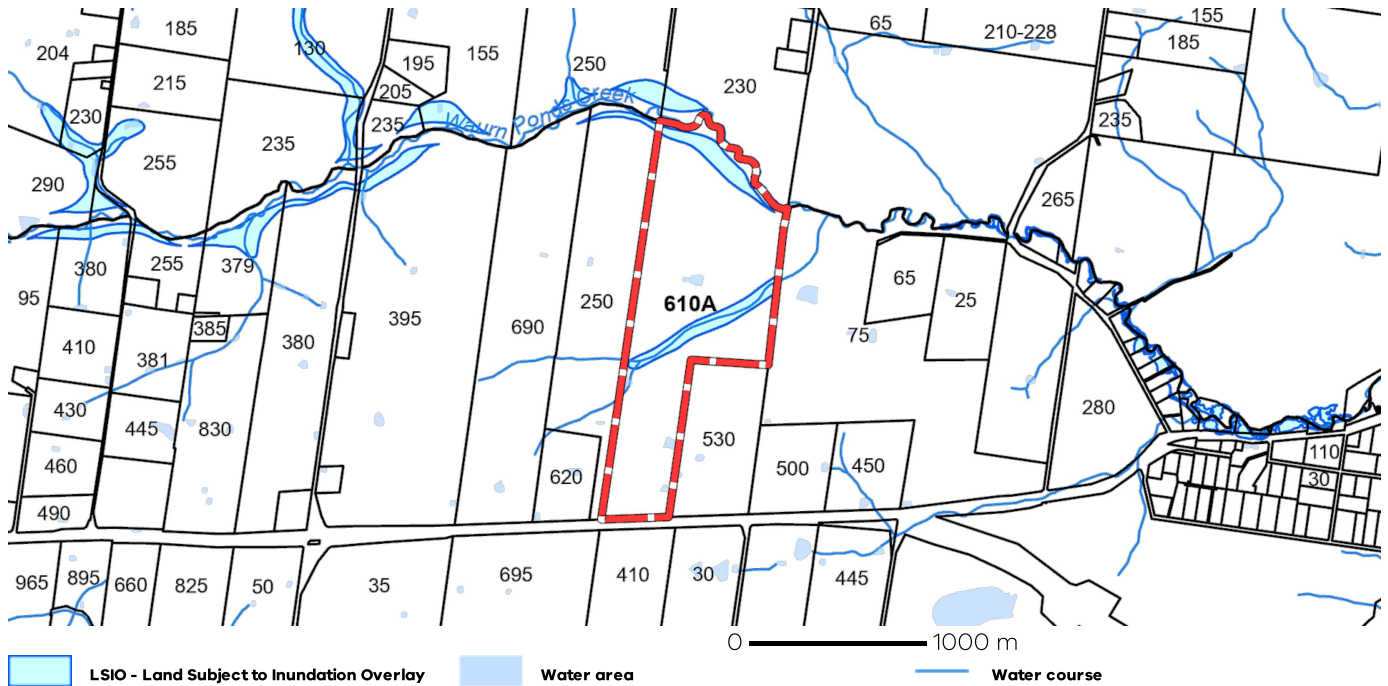


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and Planning

Planning Overlays

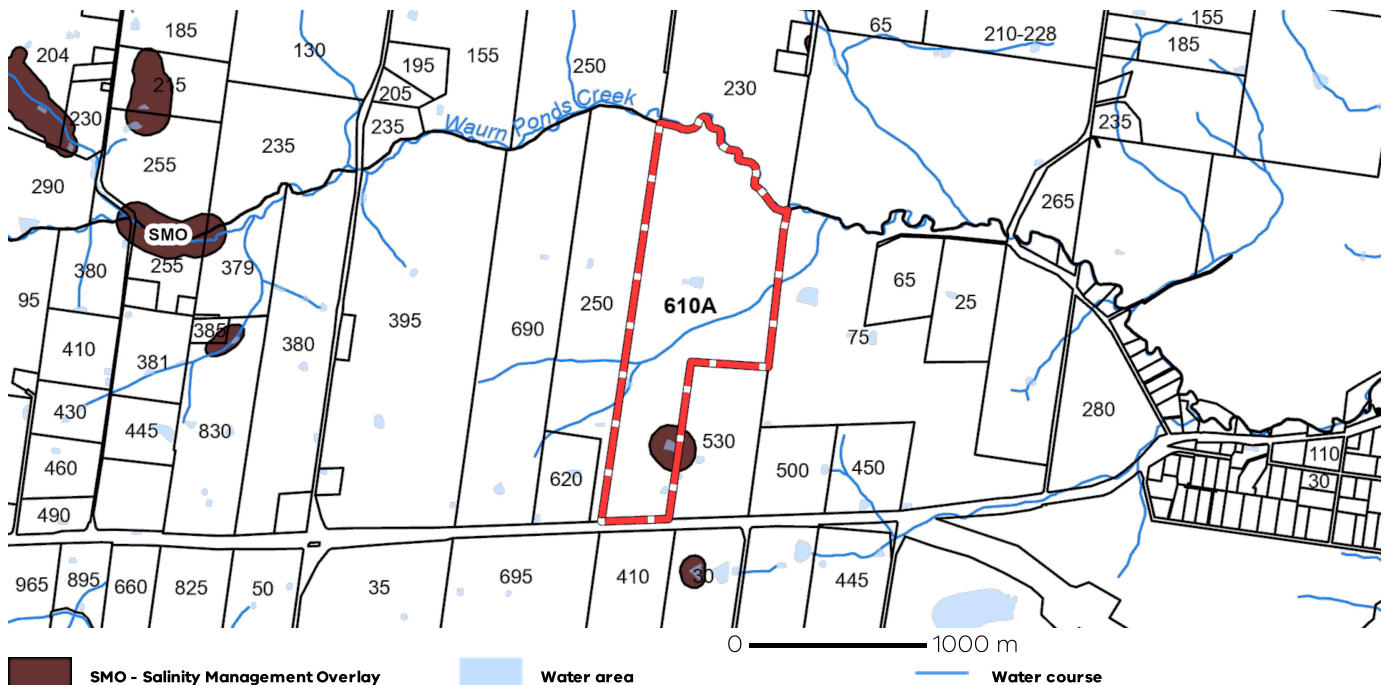
LAND SUBJECT TO INUNDATION OVERLAY (LSIO) (SURF COAST)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO) (SURF COAST)



SALINITY MANAGEMENT OVERLAY (SMO) (SURF COAST)

SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO) (SURF COAST)



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PLANNING PROPERTY REPORT: 610A PRINCES HIGHWAY MOUNT MORIAC 3240

Page 3 of 7

PLANNING PROPERTY REPORT



VICTORIA
State
Government

Department
of Transport
and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

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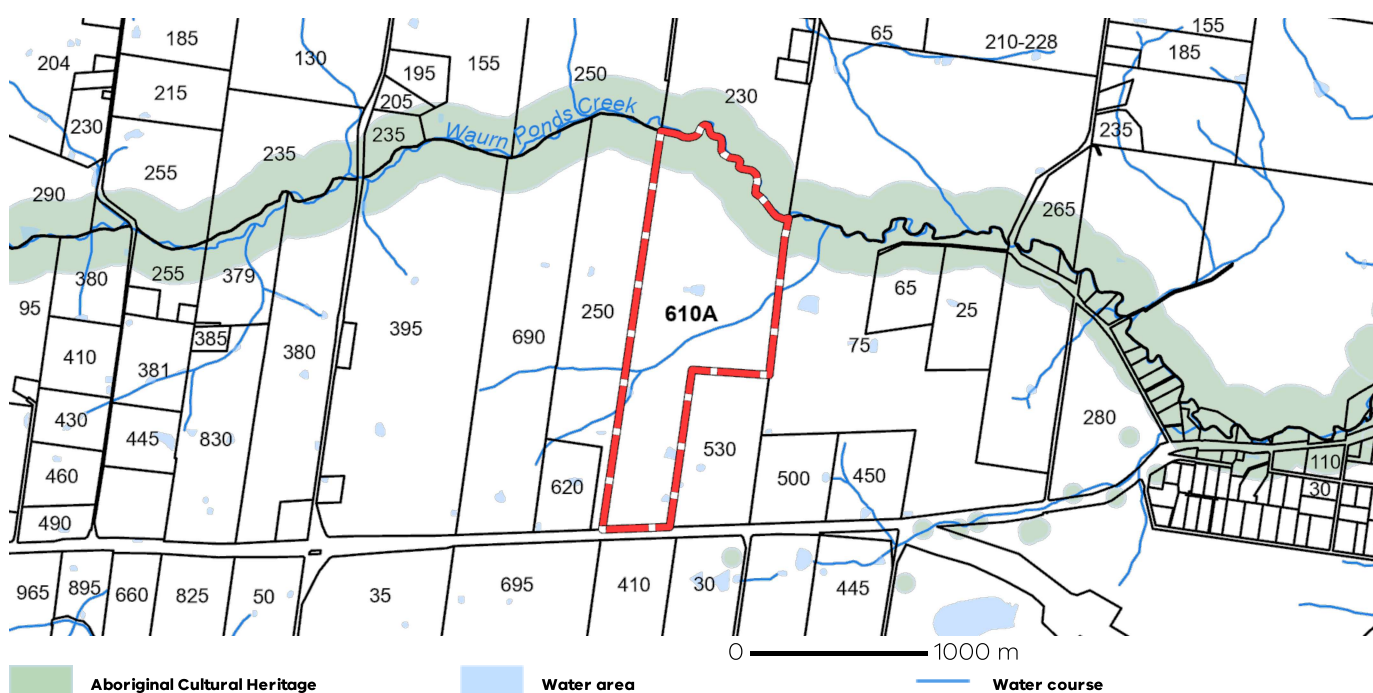
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this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

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PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Further Planning Information

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PLANNING PROPERTY REPORT



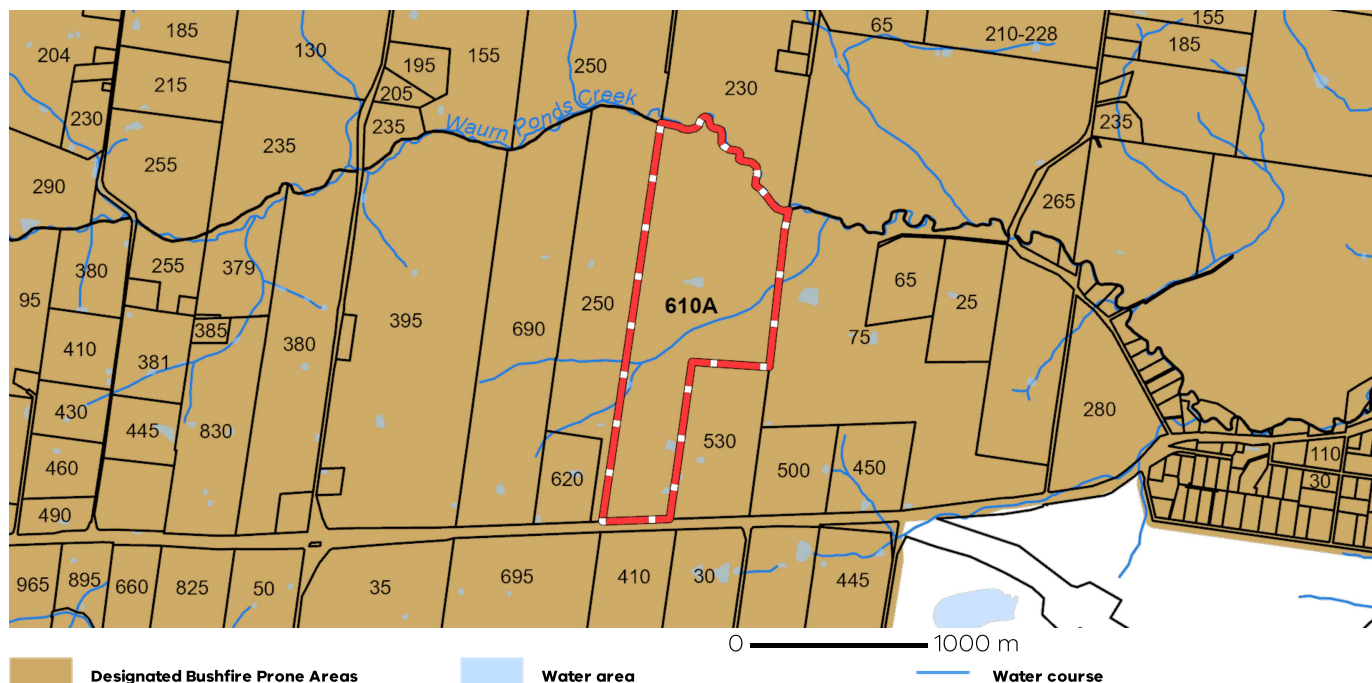
Department
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Designated Bushfire Prone Areas

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 \(environment.vic.gov.au\)](https://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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

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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).

PROPERTY REPORT

Created at 17 June 2026 09:18 AM

PROPERTY DETAILS

Address:

610A PRINCES HIGHWAY MOUNT MORIAC 3240

Lot and Plan Number:

This property has 4 parcels. See table below

Standard Parcel Identifier (SPI):

See table below

Local Government Area (Council):

SURF COAST

www.surfcoast.vic.gov.au

Council Property Number:

155210

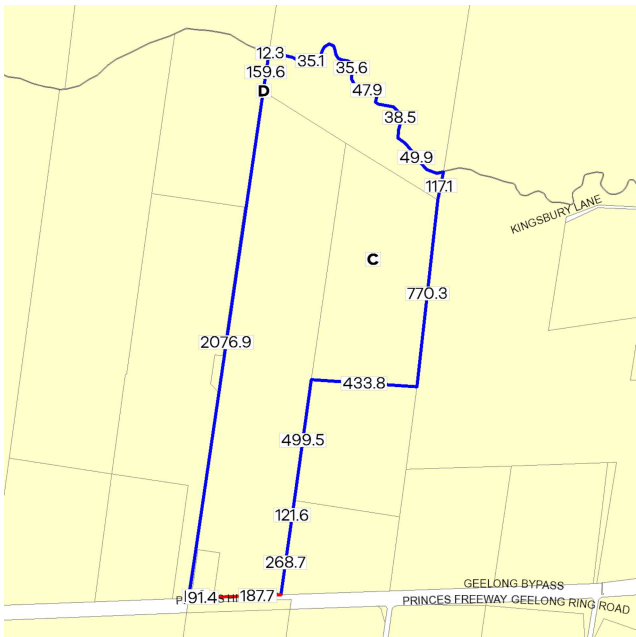
Directory Reference:

Melway 463 E9

Note: There are 2 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1259086 sq. m (125.91 ha)
Perimeter: 5961 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.

34 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](#)

PARCEL DETAILS

The letter in the first column identifies the parcel in the diagram above

	Lot/Plan or Crown Description	SPI
A	Lot 1 PS528158	1\PS528158
B	Lot 2 PS528158	2\PS528158
C	Lot 2 TP18987	2\TP18987
D	Lot 1 TP943577	1\TP943577

UTILITIES

Rural Water Corporation:

Southern Rural Water

Urban Water Corporation:

Barwon Water

Melbourne Water:

Outside drainage boundary

Power Distributor:

POWERCOR

STATE ELECTORATES

Legislative Council:

WESTERN VICTORIA

Legislative Assembly:

SOUTH BARWON

PROPERTY REPORT

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1258206

APPLICANT'S NAME & ADDRESS

OTLAWYERS PTY LTD C/- INFOTRACK (SMOKEBALL) C/-
LANDATA
DOCKLANDS

VENDOR

SEREC PTY LTD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

365461

This certificate is issued for:
LOT 2 PLAN LP126138 ALSO KNOWN AS 230 HONEYS ROAD BARRABOOL
SURF COAST SHIRE

The land is covered by the:
SURF COAST PLANNING SCHEME

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

The land:
- is included in a FARMING ZONE
- is within a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1
and a LAND SUBJECT TO INUNDATION OVERLAY
and a FLOODWAY OVERLAY

A Proposed Amending Planning Scheme C147surf has been placed on public exhibition which shows this property :
- is included in a FARMING ZONE - SCHEDULE 1 - C147surf

A detailed definition of the applicable Planning Scheme is available at :
(<https://planning-schemes.app.planning.vic.gov.au/surfcoast>)

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

22 May 2026
Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.
The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

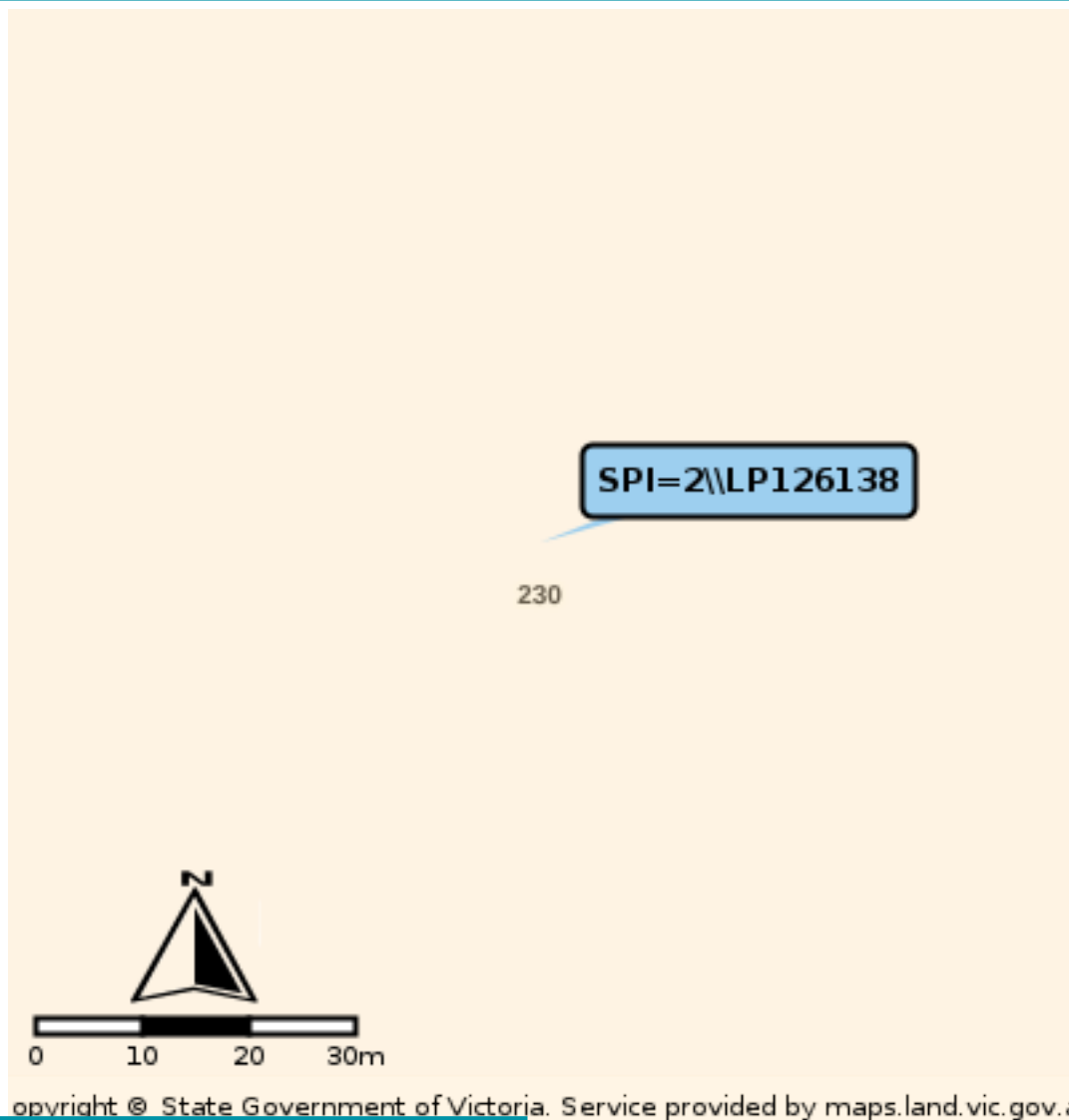
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1262679

APPLICANT'S NAME & ADDRESS

OTLAWYERS PTY LTD C/- INFOTRACK (SMOKEBALL) C/-
LANDATA
DOCKLANDS

VENDOR

EDGAR, ZARA LILY

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

365461

This certificate is issued for:
LOT 1 PLAN PS528158 ALSO KNOWN AS 610A PRINCES HIGHWAY MOUNT MORIAC
SURF COAST SHIRE

The land is covered by the:
SURF COAST PLANNING SCHEME

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

The land:
- is included in a FARMING ZONE
and a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK
- is included in a FARMING ZONE - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(<https://planning-schemes.app.planning.vic.gov.au/surfcoast>)

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

09 June 2026
Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.
The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

Assessment Number: 3500
Certificate Number: 40129
Issue Date: 25/05/2026

Property Location: 230 Honeys Road BARRABOOL 3221

Legal Description: LOT: 2 LP: 126138

Capital Improved Value: \$3,530,000
Site Value: \$3,490,000
Net Annual Value: \$176,500

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

RATES CHARGES AND OTHER MONIES:

Rates, Charges & Levies (for period 1 July 2025 to 30 June 2026)	
Rates Farm	\$3,359.15
Municipal Charge	\$238.00
Primary Production ESVF Fixed Charge	\$275.00
Primary Production ESVF Variable Charge	\$1,013.11
Arrears to 30/06/2025:	\$2,714.02
Interest to 05/05/2026:	\$32.22
Adjustments:	\$38.00
Less Pensioner Rebates/Remissions:	-\$1,438.86
Payments/Adjustments Made:	-\$6,230.64
Balance of rates and charges owed:	<u>\$0.00</u>

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

Total rates and charges/additional monies owed:	\$0.00*
--	----------------

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

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

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

MISCELLANEOUS INFORMATION

Emergency Services and Volunteers Fund (ESVF)

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

IMPORTANT INFORMATION

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

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

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

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

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



PAY Telephone & Internet Payment Option – BPAY®

Biller Code: 34199

Reference Number: 35009

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

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

COORDINATOR REVENUE

Your Reference: 80631382-014-0

Landata
PO Box 500
EAST MELBOURNE VIC 8002



LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

Assessment Number: 6900
Certificate Number: 40184
Issue Date: 09/06/2026

Property Location: 610 Princes Highway MOUNT MORIAC 3240

Legal Description: LOT: 2 TP: 18987J, LOT: 1 TP: 943577, LOT: 1 PS: 528158U, LOT: 2 PS: 528158U

Capital Improved Value: \$4,320,000
Site Value: \$3,270,000
Net Annual Value: \$216,000

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

RATES CHARGES AND OTHER MONIES:

Rates, Charges & Levies (for period 1 July 2025 to 30 June 2026)	
Rates Farm	\$4,110.91
Municipal Charge	\$238.00
Garbage Rural	\$489.00
Primary Production ESVF Fixed Charge	\$275.00
Primary Production ESVF Variable Charge	\$1,239.84
Arrears to 30/06/2025:	\$0.00
Interest to 05/05/2026:	\$0.00
Adjustments:	\$0.00
Less Pensioner Rebates/Remissions:	-\$1,739.56
Payments/Adjustments Made:	-\$4,613.19
Balance of rates and charges owed:	<u>\$0.00</u>

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

Total rates and charges/additional monies owed:	\$0.00*
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In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land, which is due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

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

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

MISCELLANEOUS INFORMATION

Emergency Services and Volunteers Fund (ESVF)

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

IMPORTANT INFORMATION

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

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

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

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

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



PAY Telephone & Internet Payment Option – BPAY®

Biller Code: 34199

Reference Number: 69008

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

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

COORDINATOR REVENUE

Your Reference: 80783894-035-1

Landata
PO Box 500
EAST MELBOURNE VIC 8002

INFORMATION STATEMENT

Issued pursuant to S. 158 of the *Water Act (1989)* showing Orders, Rates and Charges due to be paid to Southern Rural Water (SRW) with respect to the land described here under.

SRW Reference:	OD 1949569
Your Reference:	80631382-023-2
Date:	26 May 2026

Applicant: OTLawyers Pty Ltd
C/- Landata
landata.online@servictoria.com.au

Vendor Name(s):	Address:
Serec Pty Ltd	230 Honeys Road BARRABOOL

Thank you for your application for information made under Section 158 of the *Water Act 1989* (the Act). I advise that we have performed a search on the land described and provide the following information as required under Section 158 of the Act.

Whilst this property is within our jurisdiction, we have been unable to locate any Southern Rural Water (SRW) services that match the details in your application.

SRW is the licensing authority for water taken from Dams, Rivers, and Bores, and manages Channel Supplied Irrigation Areas in Southern Victoria. SRW is a Rural Water Corporation that does not supply town water or sewerage.

Bores used solely for domestic and/or stock purposes do not require an ongoing licence under the *Water Act 1989*, so these services will not appear on this statement.

Please contact SRW on 1300 139 510 should you have any queries.



Alisha Clark
Manager Water Licensing

NOTE: The information provided is current as at the date of this statement and is provided in good faith.

Version 1.3 Nov 2025



Information Statement Part A

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

INSTALLATION NUMBER: 18304096 APPLICATION NUMBER: 528895 DATE: 09/06/2026
PROPERTY ADDRESS: 610A PRINCES HWY, MOUNT MORIAC, VIC 3240
YOUR REFERENCE: 365461
OWNER: RW BETT
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	\$ 0.00	0.00	0.00

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
TOTAL DUE	\$ NIL	NIL	NIL

Important Information

THERE ARE NO METERS AFFIXED TO THIS PROPERTY.

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 08/08/2026. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 08/08/2026 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



Information Statement Part B

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

09-06-2026

OTLawyers Pty Ltd C/- InfoTrack (Smokeball) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 610A PRINCES HIGHWAY MOUNT MORIAC 3240

I refer to your application received at this office on 09/06/2026. 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: EC528895

Your Ref: 365461

Agent Ref: 80783894-040-5

Yours faithfully.

Manager Customer Centre

Property Clearance Certificate

Land Tax



INFOTRACK / OTLAWYERS PTY LTD

Your Reference:	26/31173
Certificate No:	99302954
Issue Date:	22 MAY 2026
Enquiries:	ESYSPROD

Land Address:	230 HONEYS ROAD BARRABOOL VIC 3221
---------------	------------------------------------

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26458493	2	126138	9316	926	\$0.00

Vendor: SEREC PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
SEREC PTY LTD	2026	\$3,490,000	\$0.00	\$0.00

Comments: Property is exempt: LTX primary production land.

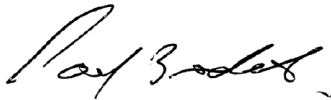
Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
-------------------------------------	--------------------------	---------------	------------------	-------

Comments:

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



Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$3,530,000
SITE VALUE (SV):	\$3,490,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 99302954

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 = \$44,635.00

Taxable Value = \$3,490,000

Calculated as \$31,650 plus (\$3,490,000 - \$3,000,000) multiplied by 2.650 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$35,300.00

Taxable Value = \$3,530,000

Calculated as \$3,530,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 99302954

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: 99302954

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 / OTLAWYERS PTY LTD

Your Reference:	26/31173
Certificate No:	99302954
Issue Date:	22 MAY 2026
Enquires:	ESYSPROD

Land Address: 230 HONEYS ROAD BARRABOOL VIC 3221					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
26458493	2	126138	9316	926	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
530.3	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:	\$3,530,000
SITE VALUE:	\$3,490,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 99302954

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 / OTLAWYERS PTY LTD

Your Reference:	26/31173
Certificate No:	99302954
Issue Date:	22 MAY 2026

Land Address: 230 HONEYS ROAD BARRABOOL VIC 3221

Lot	Plan	Volume	Folio
2	126138	9316	926

Vendor: SEREC 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: 99302954

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: 99302952 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: 99302952 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.
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Property Clearance Certificate

Land Tax



INFOTRACK / OTLAWYERS PTY LTD

Your Reference:	26/31173
Certificate No:	99605695
Issue Date:	12 JUN 2026
Enquiries:	JXD11

Land Address:	610A PRINCES HIGHWAY MOUNT MORIAC VIC 3240
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
34893542	1	943577	11136	208	\$0.00

Vendor: SEREC PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
SEREC PTY LTD	2026	\$1,386,673	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX primary production land.

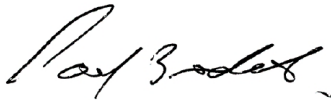
Current Vacant Residential Land Tax	Year	Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$4,228,717
SITE VALUE (SV):	\$1,386,673
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 99605695

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$8,130.06

Taxable Value = \$1,386,673

Calculated as \$4,650 plus (\$1,386,673 - \$1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$42,287.17

Taxable Value = \$4,228,717

Calculated as \$4,228,717 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 99605695

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: 99605695

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 / OTLAWYERS PTY LTD

Your Reference:	26/31173
Certificate No:	99605695
Issue Date:	12 JUN 2026
Enquires:	JXD11

Land Address: 610A PRINCES HIGHWAY MOUNT MORIAC VIC 3240					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
34893542	1	943577	11136	208	\$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:	\$4,228,717
SITE VALUE:	\$1,386,673
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 99605695

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 / OTLAWYERS PTY LTD

Your Reference:	26/31173
Certificate No:	99605695
Issue Date:	12 JUN 2026

Land Address: 610A PRINCES HIGHWAY MOUNT MORIAC VIC 3240

Lot	Plan	Volume	Folio
1	943577	11136	208

Vendor: SEREC 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: 99605695

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: 99605693 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: 99605693 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.
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Scan QR code to
login to the portal



22 May 2026

LANDATA
Landata
GPO Box 527
MELBOURNE Vic 3000

Regulation 51 (1)

Dear Landata,

Reference Number: **PI26001063**
Client Job Number: **80631382-015-7**
Property Address: **230 HONEYS ROAD, BARRABOOL VIC 3221**

I refer to your recent request for information under Regulation 51 (1) of the Building Regulations 2018 and wish to advise as follows:-

- Details of building permits, occupancy permits, certificates of final inspection, notices and orders issued in the preceding 10 years on this property are set out on the following page. Reg 51(1)(a), (1)(b) & (1)(c)

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

COUNCIL NOTES:

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

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

Should you require any further information please contact Council's Building Unit on 03 5261 0600.

Yours faithfully,
Building Services
Surf Coast Shire

Enc Permits issued in the preceding 10 years



Permits, certificates of final inspection, notices and orders in the preceding 10 years

Property Address:	230 HONEYS ROAD BARRABOOL VIC 3221
--------------------------	------------------------------------

No building permits have been issued in the last 10 years.

- **A search of Building Office records has shown that there are no outstanding notices under the Building Regulations. However, it is to be noted that no inspection has been carried out on the property in regards to this enquiry and this does not preclude Council's right in respect of any non-approved works**

Council disclaims any liability for loss, however occasioned for reliance upon the information herein.

Further, it is recommended that you make your own enquiries on specific details you may require. The information supplied in this letter is only from Council's immediately available records and no specific enquiries nor any site inspections have been made to furnish this information.

NOTE:

*As of 1st July 1994, with the introduction of the New Building Bill, purchasers of properties that have swimming pools are required to have pool fencing erected within 30 days, failure to do so could result in a penalty of \$500.00.

*You are advised that with the building (Amendment) Regulations 1996 effective as from 1st February 1997, self-contained smoke alarms complying with AS 3786 - 1993 must be installed in each dwelling or sole-occupancy unit within 30 days. Failure to do so could result in a penalty of \$500.00.



Scan QR code to
login to the portal



10 June 2026

OTLawyers Pty Ltd C/- InfoTrack (Smokeball)
c/o LANDATA
Landata
GPO Box 527
MELBOURNE Vic 3000

Regulation 51 (1)

Dear Landata,

Reference Number: **PI26001106**
Client Job Number: **80783894-036-8**
Property Address: **A 610 PRINCES HIGHWAY, MOUNT MORIAC VIC 3240**

I refer to your recent request for information under Regulation 51 (1) of the Building Regulations 2018 and wish to advise as follows:-

- Details of building permits, occupancy permits, certificates of final inspection, notices and orders issued in the preceding 10 years on this property are set out on the following page.
Reg 51(1)(a), (1)(b) & (1)(c)

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

COUNCIL NOTES:

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

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

Should you require any further information please contact Council's Building Unit on 03 5261 0600.

Yours faithfully,
Building Services
Surf Coast Shire

Enc Permits issued in the preceding 10 years



Permits, certificates of final inspection, notices and orders in the preceding 10 years

Property Address:	A/610 PRINCES HIGHWAY MOUNT MORIAC VIC 3240
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No building permits have been issued in the last 10 years.

- **A search of Building Office records has shown that there are no outstanding notices under the Building Regulations. However, it is to be noted that no inspection has been carried out on the property in regards to this enquiry and this does not preclude Council's right in respect of any non-approved works**

Council disclaims any liability for loss, however occasioned for reliance upon the information herein.

Further, it is recommended that you make your own enquiries on specific details you may require. The information supplied in this letter is only from Council's immediately available records and no specific enquiries nor any site inspections have been made to furnish this information.

NOTE:

*As of 1st July 1994, with the introduction of the New Building Bill, purchasers of properties that have swimming pools are required to have pool fencing erected within 30 days, failure to do so could result in a penalty of \$500.00.

*You are advised that with the building (Amendment) Regulations 1996 effective as from 1st February 1997, self-contained smoke alarms complying with AS 3786 - 1993 must be installed in each dwelling or sole-occupancy unit within 30 days. Failure to do so could result in a penalty of \$500.00.



Scan QR code to
login to the portal



22 May 2026

LANDATA
Landata
GPO Box 527
MELBOURNE Vic 3000

Regulation 51 (2)

Dear Landata,

Reference Number: **PI26001062**
Client Job Number: **80631382-016-4**
Property Address: **230 HONEYS ROAD, BARRABOOL VIC 3221**

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

Is the land liable to flooding within the meaning of Regulation 5, Building Regulations 2018?	Yes
Is the land designated under Regulation 150, Building Regulations 2018 as an area in which buildings are likely to be subject to attack by termites? Note: however, treatment is recommended by council.	No
Is the land in an area for which a bushfire attack level area has been specified in a planning scheme? Note: This property may be in a Bushfire Management Overlay where a bushfire attack level (BAL) has not been specified. For further information visit: https://mapshare.vic.gov.au/vicplan/ This property may also be land designated by the State Government (DELWP) as being in a Bushfire Prone Area pursuant to the Building Regulations 2018	No
Is the land in an area determined under Regulation 152, Building Regulations 2018 as likely to be subject to significant snowfalls?	No
Is the land designated land?	No
Is the land designated works?	No

If you also applied for Legal Point of Discharge information, this will be issued as a separate advice from our Engineering Department.

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

Should you require any further information please contact Councils Building Unit on 03 5261 0600
For new property information requests kindly lodge applications through our [Applicant portal](#).

COUNCIL NOTES:

Wadawurrung Country 1 Merrijig Drive (PO Box 350) Torquay VIC 3228
p. 03 5261 0600 e. info@surfcoast.vic.gov.au
www.surfcoast.vic.gov.au



1. *A “person in charge” of a building site must adhere to the requirements under Community Amenity Local Law 2021, Part 3.8 & 3.9 – Managing Building Sites. Penalties may apply for non- compliance.*
2. *Before any building or demolition works are undertaken, or site access for such work, an Asset Protection Permit must be obtained under Community Amenity Local Law, Part 3.7 – Asset Protection. If a permit is not obtained and upon inspection by Council, damage to Council infrastructure is identified, the builder will be deemed responsible for the costs of rectification. Penalties may apply for non- compliance.*
3. *A Works Within a Road Reserve Permit is required for any works undertaken within the road reserve. This includes but is not limited to, construction of any new urban or rural driveway crossing, service connections and tree removal. See our website: www.surfcoast.vic.gov.au for forms and fees.*

Yours faithfully,
Building Services
Surf Coast Shire

Environmental Priority Sites Certificate



Property inquiry details

Property address	610A PRINCES HIGHWAY MOUNT MORIAC
Application Certificate ID	80783894-039-9
Date of search	08/06/2026
First Parcel	1\PS528158
Sites returned	0

List of sites

A search of the Priority Sites Register for the searched property indicates that the property is not listed on, and is not within 250 metres of, any site recorded on the Priority Sites Register as at the above date.

Disclaimer

Important information about this report

This report summarises selected publicly available information from the Priority Sites Register, which is maintained by the Environment Protection Authority Victoria (EPA).

What this report does

- The report is prepared by LANDATA using information available from the Priority Sites Register at the report date.
- It searches the Priority Sites Register using the property details you provided and geolocation data for the first parcel related to the property, to determine whether that parcel is within a 250 metre radius of a listed Priority Site at the time of the search.
- Where displayed, the address associated with a priority site is a derived address based on the property in which the centroid of the priority site geometry is located.

What this report does not do

- This report is not an environmental assessment, site investigation, audit, statutory notice, or legal determination.
- It does not identify all environmental issues affecting the land and is not an exhaustive search of available information.
- It must not be relied on as evidence that land is or is not contaminated, suitable for a particular use, or compliant with environmental or planning requirements.

Important limitations

- The information in this report may be incomplete, inaccurate, or out of date.
- Public registers (including the Priority Sites Register) may be amended, corrected, superseded, or withdrawn at any time.
- Not all contaminated sites in Victoria appear on the Priority Sites Register, and a site may have been contaminated by past land use without EPA's knowledge.
- Where a property is associated with multiple parcels in different geographic locations, the search outcome is based on the first parcel related to the property and used for spatial matching.

Your responsibility

Anyone proposing to enter into a property transaction, undertake development, or make related decisions should obtain independent legal, environmental, and technical advice and conduct their own enquiries before relying on this report.

Liability

To the maximum extent permitted by law (including the Competition and Consumer Act 2010 (Cth)):

- LANDATA and SERV make no representations or warranties about the accuracy, completeness, or currency of this report;
- Users accept all risks arising from reliance on the report;
- LANDATA and SERV exclude all liability for any loss or damage arising from use of, or reliance on, the report; and
- Where liability cannot be excluded, total liability of LANDATA and SERV in aggregate is limited to the amount paid for the report.

Further Information

More information about the Priority Sites Register is available at: <https://www.environment.vic.gov.au/sustainability/victoria-uneearthed/about-the-data/priority-sites-register>

This link is provided for convenience only. LANDATA and SERV do not endorse, and make no claims as to the accuracy or reliability of, information on that website.

LOTSEARCH REFERENCE
LS142522 PS

REPORT DATE
17 Jun 2026 09:32:57

CLIENT ID
197643109

ADDRESS
610 PRINCES HIGHWAY MOUNT
MORIAC 3240

COUNCIL
Surf Coast Shire



LOTSEARCH
Spatial Intelligence | Mapping Risk

LOT/PLAN
Lot 1, PS528158

EPA Priority Sites Register Plus+

Disclaimer:

The purpose of this report is to provide a summary of some of the publicly available environmental risk information, based on the site boundary shown on the maps within this report. The report does not constitute an exhaustive set of all repositories or sources of information available.

You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.

You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.

The report is not a substitute for an on-site inspection or review of other available reports and records.

The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features.

You should obtain independent advice before you make any decision based on the information within the report.

A link to the detailed terms applicable to the use of this report is available at the end of this report.



LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS142522 PS

REPORT DATE
17 Jun 2026 09:32:57

ADDRESS
610 PRINCES HIGHWAY MOUNT
MORIAC 3240

EPA Priority Sites Register Plus+



- This report contains the Priority Sites Register and additional publicly available records currently held by the Environmental Protection Authority (EPA).
- Land contamination can contain substances that harm human health and the environment and these may migrate across property boundaries.
- Records identified are categorised below, with search results and a site map provided on the following pages.



1. Contaminated Land Registers

No Records Identified

The sites listed on contaminated land registers are those that pose the greatest risk, and are managed or regulated.



2. Regulated Activities

No Records Identified

Regulated activities include environmental licences, permits, registrations, or authorisations, issued to owners or operators that undertake activities which have a potential risk to human health or the environment. Conditions on these licences can relate to pollution prevention, control, and monitoring.



3. Contamination Investigations

No Records Identified

Contamination investigations include environmental audits, preliminary risk screen assessments, and investigations into suspected PFAS contamination.



4. Other Contamination Issues

No Records Identified

Other contamination issues include the location of landfills and records that indicate restrictions on the use of groundwater.

HOW THIS REPORT HELPS

- **Be informed of potential contamination issues - this search simplifies access to government information sources**
- **Contamination risk is an important consideration in land-use planning, development matters and property valuations and transactions**
- **Delays and clean-up costs from land contamination can be high - be prepared with early information that supports your due diligence**
- **Be aware of potential problems from neighbouring properties - contamination ignores property boundaries**

WHAT NEXT?

This information in this report is only part of the picture. Other records are held by government agencies, councils and Lotsearch.

- **Visit our website or contact our support team to access more Lotsearch products & additional government searches**
- **Contact an environmental consultant for additional advisory services. Consultants are listed by industry bodies ALGA , ACLCA & EIANZ.**

 support@lotsearch.com.au

 +61 (02) 8287 0680

 lotsearch.com.au



Site Map

610 PRINCES HIGHWAY MOUNT MORIAC 3240

LOTSEARCH REFERENCE

LS142522 PS

REPORT DATE

17 Jun 2026



LEGEND

-  Site Boundary
-  Search Area
-  Search Results

Data Source Aerial Imagery:
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics,
CNES/Airbus DS, USDA, USGS, AeroGRID, IGN,
and the GIS UserCommunity





LOTSEARCH

Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS142522 PS

REPORT DATE
17 Jun 2026 09:32:57

Search Results

ADDRESS
610 PRINCES HIGHWAY MOUNT
MORIAC 3240

The following table contains records that were identified specifically for your property, or areas or features covering your property:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records for your property were identified							

The following table contains records that were identified in the surrounding search area:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							

The following table contains records that could not be located to a specific property, feature or area. These records have been mapped to a road corridor or suburb within this report's search area, but may relate to a more specific property including the property in this report:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							



LOTSEARCH

Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS142522 PS

REPORT DATE
17 Jun 2026 09:32:57

Data Sources

ADDRESS
610 PRINCES HIGHWAY MOUNT
MORIAC 3240

The results in this report are based upon the following datasets only:

Dataset Name	Data Source	Lotsearch Update Date
Current EPA Priority Sites	Environment Protection Authority Victoria	12/06/2026
EPA Site Management Orders	Environment Protection Authority Victoria	11/06/2026
EPA Register of Permissions	Environment Protection Authority Victoria	05/06/2026
EPA Preliminary Risk Screening Assessments	Environment Protection Authority Victoria	11/06/2026
EPA Environmental Audit Reports	Environment Protection Authority Victoria	28/05/2026
EPA PFAS Site Investigations	Environment Protection Authority Victoria	11/06/2026
EPA Groundwater Zones with Restricted Uses	Environment Protection Authority Victoria	11/06/2026
EPA Victorian Landfill Register	Environment Protection Authority Victoria	11/06/2026

Useful Contacts

Lotsearch Pty Ltd
www.lotsearch.com.au
support@lotsearch.com.au
(02) 8287 0680

Environment Protection Authority Victoria
www.epa.vic.gov.au
contact@epa.vic.gov.au
1300 372 842

Surf Coast Shire
<http://www.surfcoast.vic.gov.au>
info@surfcoast.vic.gov.au
(03) 5261 0600

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Department of Energy,
Environment and Climate Action

C/O LANDATA® Online Services
Telephone: (03) 9102 0402

Your Ref:365461
Our Ref:80873163-001-1

17 Jun 2026

Unknown 13/09/2021 10:28:48
Unknown

Dear Sir / Madam

RE: PROPERTY ENQUIRY - 230 HONEYS ROAD, BARRABOOL 3221

I refer to your property enquiry dated 17 Jun 2026, and advise that there are no licences associated with this property.

Should you have any queries regarding this matter please contact adminhub@deeca.vic.gov.au

LANDATA® Property Certificates Service

Privacy Statement

Any personal information about you or a third party in your correspondence will be protected under the provisions of the Privacy and Data Protection Act 2014. It will only be used or disclosed to appropriate Ministerial, Statutory Authority, or departmental staff in regard to the purpose for which it was provided, unless required or authorised by law. Enquiries about access to information about you held by the Department should be directed to the Privacy Coordinator, Department of Energy, Environment and Climate Action, PO Box 500, East Melbourne, Victoria 8002





Department of Energy, Environment and Climate Action

C/O LANDATA® Online Services
Telephone: (03) 9102 0402

Your Ref:365461
Our Ref:80873236-001-6

17 Jun 2026

Unknown 13/09/2021 10:28:48
Unknown

Dear Sir / Madam

RE: PROPERTY ENQUIRY - 610 PRINCES HIGHWAY, MOUNT MORIAC 3240

I refer to your property enquiry dated 17 Jun 2026, and advise that there are no licences associated with this property.

Should you have any queries regarding this matter please contact adminhub@deeca.vic.gov.au

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CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

APPLICANT:

OTLawyers Pty Ltd C/- InfoTrack (Smokeball)

PROPERTY ADDRESS:

230 HONEYS ROAD
BARRABOOL

CERTIFICATE NO:

80631382

PARCEL DESCRIPTION:

Lot 2 LP126138

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. An application for exclusion from the Victorian Heritage Register has not been made.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.

Authorised by:

A handwritten signature in black ink, appearing to read "Steven Avery".

Steven Avery
Executive Director, Heritage Victoria

DATE AUTHORISED: 22/05/2026

Note: This Heritage Certificate is valid at the date of issue.



Department
of Transport
and Planning



**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

OTLawyers Pty Ltd C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 365461

NO PROPOSALS. As at the 22th May 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

230 HONEYS ROAD, BARRABOOL 3221
SURF COAST SHIRE

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 22th May 2026

[Vicroads Certificate] # 80631382 - 80631382150057 '365461'



**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

OTLawyers Pty Ltd C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 365461

NO PROPOSALS. As at the 9th June 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

610A PRINCES HIGHWAY, MOUNT MORIAC 3240
SURF COAST SHIRE

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 9th June 2026

[Vicroads Certificate] # 80783894 - 80783894090545 '365461'