

CONTRACT OF SALE

Vendor: Peter Ross Brown

Property: 844-858 Swan Bay Road, Mannerim 3222

VENDORS REPRESENTATIVE

Strategy Property Law

Tel: 0417371815

Email: jdevrome@strategypropertylaw.com.au



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

Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING 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. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on/...../2023

Print name(s) of person(s) signing:

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2023

Print name(s) of person(s) signing: PETER ROSS BROWN

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF	
<p>Cooling-off period (Section 31 of the <i>Sale of Land Act 1962</i>)</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>EXCEPTIONS: The 3-day cooling-off period does not apply if:</p> <ul style="list-style-type: none"> • 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.

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

Particulars of sale

Vendor's estate agent

Elders Geelong
Email: peter.lindeman@elders.com.au carmela.muscat@elders.com.au
Tel: 0418525609

Vendor

PETER ROSS BROWN

Vendor's legal practitioner

Strategy Property Law

Email: jdevrome@strategypropertylaw.com.au

Mob: 0417371815 Ref: JD:2088

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11998 Folio 149	2	730710V

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **844-858 Swan Bay Road, Mannerim 3222**

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

Vacant Land

Payment

Price	\$			
Deposit	\$	_____	by _____	(of which \$ _____ has been paid)
Balance	\$	_____	_____	payable at settlement

Deposit bond

General condition 15 does not apply to this contract of sale.

Bank guarantee

General condition 16 does not apply to this contract of sale.

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any).

Settlement (general conditions 17 & 26.2)
is due on

Lease (general condition 5.1).

At settlement the purchaser is entitled to vacant possession of the property.

Terms contract (general condition 30)

This contract is not intended to be a terms contract within the meaning of the *Sale of Land Act 1962*.

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

General condition 21 does not apply to this contract of sale.

Pest report

General condition 22 does not apply to this contract of sale.

Vendor Notice pursuant to s14-255Taxation Administration Act 1953 - New Residential Property or Potential Residential Land

The Vendor gives the Purchaser Notice as follows:

The property is a new residential property :- **No**

The property is potential residential land :- **No**

GST to be withheld and paid to Australian Tax Office **\$Nil**

Special Conditions

Special Condition 1 - Merger and severance

1.1 Any provision of this Contract which is capable of taking effect after completion of this Contract shall not merge on completion but shall continue in full force and effect.

1.2 Any provision in this Contract which is invalid or unenforceable in any jurisdiction is to read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise severed to the extent of the invalidity or unenforceability, without affecting the validity or enforceability of that provision in any other jurisdiction.

Special condition 2 – Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the relevant planning scheme and planning permits and any other relevant planning controls and the purchaser is satisfied about the purposes for which the property may be used.

Special condition 3 - No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or the vendors legal representative or Agent except such as are made conditions of this contract and the purchaser relies entirely upon the purchaser's own independent inspection of and searches and enquiries made in connection with the property.

Special condition 4 – Buildings / Improvements / Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or nonissue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements thereon. Further, the purchaser acknowledges that the purchaser has purchased the property as a result of the purchasers own enquiries and the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the existence, state of repair and/or the condition of any buildings or structures or on the property. The purchaser acknowledges that any failure to comply with any law or regulation in relation to the construction, renovation, addition or repair to any structure on the property shall not be deemed to constitute a defect in the vendors title.

Special condition 5 - Stamp duty

The purchaser acknowledges that:

- (a) The vendor makes no warranty or representation as to the amount of stamp duty that may be assessed on the transfer of the property,
- (b) The purchaser has relied on the purchaser's own independent advice on all stamp duty related matters concerning the transfer of the property including the proportional holdings if there is more than one purchaser.

Special condition 6 - Delayed settlement

Without limiting any other rights of the vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract, or requests an extension of the due date for settlement within 3 business days of the due date, the purchaser must pay to the vendors solicitors an amount of \$450.00 plus GST representing the vendors additional legal costs and disbursements payable by reason of the failure to settle or late request for an extension of the due date.

Special condition 7 - Identity of the land

The purchaser admits that the land as offered for sale and as inspected by the purchaser is identical to that described in the title particulars as the land being sold in the vendor statement. The purchaser will not make any requisition nor claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land, or call upon the vendor to move any fences, amend the title or bear all or any part of the cost of doing so.

Special condition 8 – Goods

The purchaser acknowledges having inspected the goods, fittings and appliances forming part of the contract and the purchaser is aware of their condition and any deficiencies. The purchaser shall not require the goods to be in working order at the date of settlement unless they were in working order on the date of sale and nor shall the purchaser claim any compensation in relation to any deficiencies in the goods, fittings, or appliances.

Special condition 9 - Guarantee

If a company purchases the property:

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

If the guarantee is not completed and signed on the day of sale, or any other time agreed to by the vendor, the vendor may end this contract by written notice to the purchaser.

Special condition 10 - FIRB Approval

- 10.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.
- 10.2 If there is a breach of the warranty contained in this Special Condition (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 10.3 This warranty and indemnity do not merge on completion of this contract.

Special condition 11 - Mathematical error

The purchaser acknowledges that within 12 months of the settlement date either party may give a calculation error notice to the other party that a mathematical error has occurred in calculating the amount paid under this contract. If a calculation error notice is given, then the parties must correct the error and the appropriate amount must be paid by one party to the other party as soon as practicable after the error has been discovered and the calculation error is served.

Special condition 12 - Loss or damage before settlement

General conditions 31.3 to 31.6 inclusive are deleted.

Special condition 13 - Deposit Release

The purchaser agrees that General Conditions 6.3(a), 6.3(e) 17.1(b) and 31.2 will not be relied on by the purchaser as a bar to releasing the deposit paid herein and the purchaser agrees to sign a Section 27 Statement if so requested by the vendor subject to the conditions of Section 27 Sale of Land Act 1962.

Special condition 14 - Plant and chattels

All plant and chattels of a working nature shall be delivered to the purchaser on the settlement date in the same state or working order and repair as at the date hereof subject to fair wear and tear, and the chattels and plant shall be taken by the purchaser subject to all damage and defects if any existing at the date hereof and the vendor makes no warranty of representation concerning the same.

Special condition 15 - Farming

The purchaser acknowledges that:

- 15.1 The vendor does not warrant the livestock or carrying capacity, or the agricultural quality or capacity of the property or any part of it;
- 15.2 The vendor will farm and manage the property in a proper manner according to reasonable farming methods accepted throughout the district until settlement;

Special condition 16 - Drains Fences Roads

- The purchaser will make no requisition objection or claim for compensation and will not be entitled to rescind, terminate or delay completion by reason of the property being affected by;
- (a) any storm water channels, drains, pipes, mains or other installations on or passing over or under the property;
 - (b) any of the fences, including any give and take fences, not being on the correct boundary lines, or being the subject of any agreement or any order of any Land Board or Court or other competent authority;
 - (c) roads or reservations for roads traversing the property, including their location and area and any discrepancy from their location noted on the title deed or deeds
 - (d) any gates erected across any road traversing the property;
 - (e) the lack of any permits or authorities to enclose roads within the boundaries of the property or to carry rabbit-proof or other fencing across any road dividing or adjoining the property;
 - (f) the lack of any licence for any dam or bores sunk upon the property.

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 purchase's obligations under this contract.

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;

- (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under 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 predominately 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 be described by a 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 a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay -
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- (c)
- 13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payments 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 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 purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.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 legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special 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 for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic 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 special 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 vendors subscriber or the electronic lodgment network operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days 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 in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all 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 in special 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 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 premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through the 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's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 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 that does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent

to be applied in or towards discharging the mortgage.

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:

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

35.3 If the contract ends by a default notice given by the purchaser:

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

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

Guarantee and Indemnity

I/We, of

.....

and of

.....

being the **Sole Director / Directors** of ACN

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)

in the presence of:) Director (Sign)
)
 Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)

in the presence of:) Director (Sign)
)
 Witness.....)

Vendor Statement

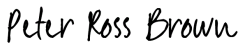
The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

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

The vendor may sign by electronic signature.

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

Land	844-858 Swan Bay Road, Mannerim 3222
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Vendor's name	Peter Ross Brown	Date / /
Vendor's signature	DocuSigned by:  <small>2B9461315192462...</small>	09-Oct-23

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

	To	
--	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a report with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Not Applicable.

A planning permit has been granted for use and development of a dwelling and construction of a shed and water tank in accordance with endorsed plans. The Planning Permit is attached. The endorsed plans can be inspected upon request to the agent.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

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

13 ATTACHMENTS

Register Search Statement
Plan
Planning Property Report
Land Information Certificate
Planning Permit
VicRoads Certificate
Land Tax Certificate
Due Diligence Checklist



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

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

VOLUME 11998 FOLIO 149

Security no : 124109323918H
Produced 25/09/2023 02:07 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 730710V.
PARENT TITLES :
Volume 11135 Folio 769 Volume 11591 Folio 174
Created by instrument PS730710V 06/07/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PETER ROSS BROWN of 860 SWAN BAY ROAD MANNERIM VIC 3222
PS730710V 06/07/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK684041J 29/10/2013
COMMONWEALTH BANK OF AUSTRALIA

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

DIAGRAM LOCATION

SEE PS730710V 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: 844-858 SWAN BAY ROAD MANNERIM VIC 3222

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 06/07/2018

DOCUMENT END



Imaged Document Cover Sheet

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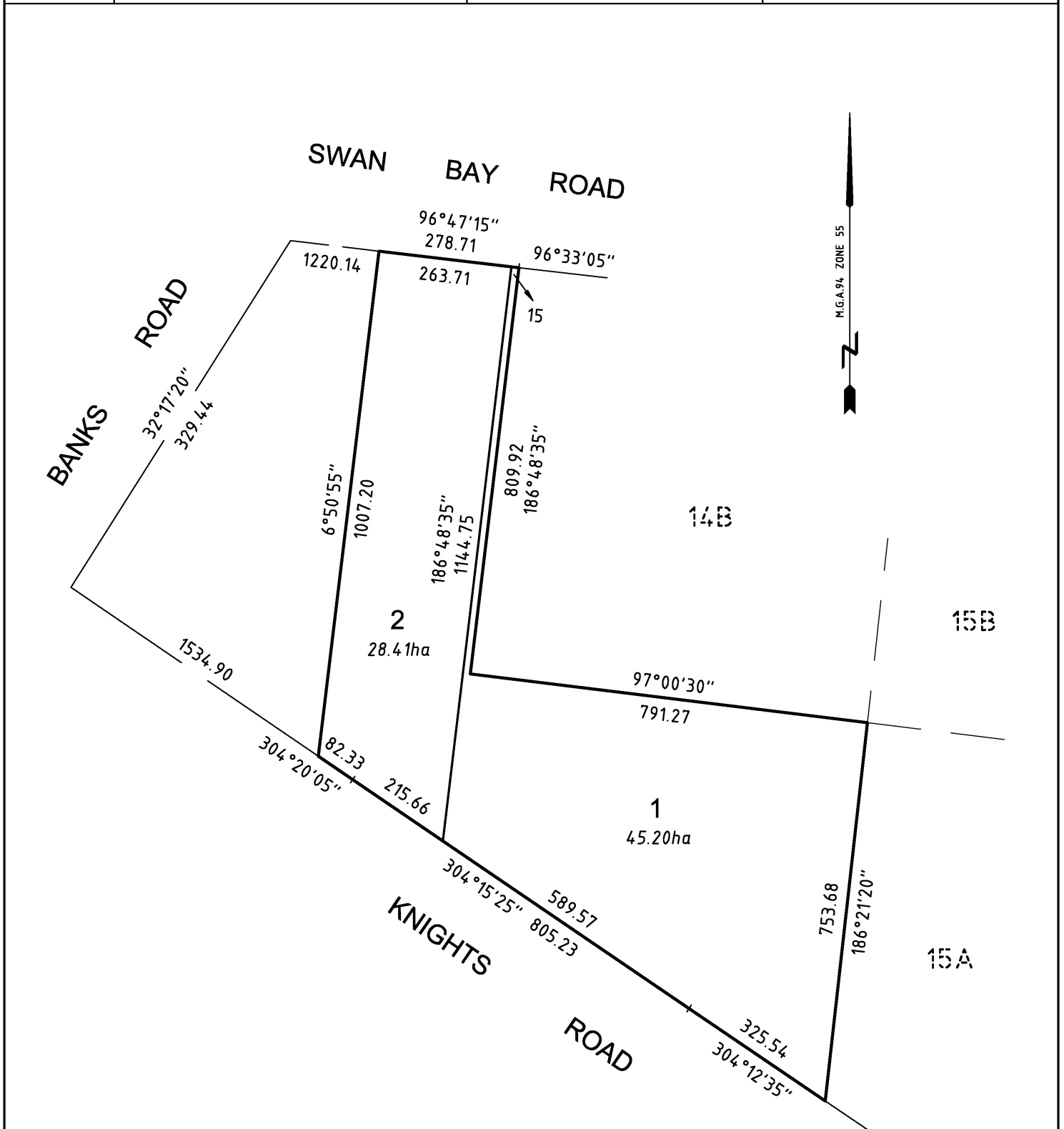
Document Type	Plan
Document Identification	PS730710V
Number of Pages (excluding this cover sheet)	3
Document Assembled	25/09/2023 14:08

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

PLAN OF SUBDIVISION	Stage No. /	Plan Number PS730710V
----------------------------	----------------	---------------------------------



ags
all general surveying pty. ltd.
4A Ormond Road, East Geelong, Vic 3219
Ph.(03)52212057, Fax(03)52215807, Mob.0438419833
●Geelong ●Werribee ACN.109525244

ORIGINAL		SCALE		LICENSED SURVEYOR (PRINT) <u>RICHARD DAVID HOCKLEY</u>		Sheet 2 of 2 Sheets	
SCALE	SHEET SIZE	75 0 75 150 225 300		SIGNATURE	DATE / /	DATE / /	
1:7500	A3	LENGTHS ARE IN METRES		DIGITALLY SIGNED		COUNCIL DELEGATE SIGNATURE	
				REF 1780-03	VERSION 2	Original sheet size A3	

Plan of Subdivision PS730710V
Certification of plan by Council (Form
2)



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S058020B
Plan Number: PS730710V
Responsible Authority Name: City of Greater Geelong
Responsible Authority Permit Ref. No.: 1197/2014
Responsible Authority Certification Ref. No.: 11852
Surveyor's Plan Version: 2

Certification

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

Public Open Space

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

has not been made at Certification

Digitally signed by Council Delegate: Hugh Griffiths
Organisation: City of Greater Geelong
Date: 28/03/2018

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 25 September 2023 02:55 PM

PROPERTY DETAILS

Address: **844-858 SWAN BAY ROAD MANNERIM 3222**

Lot and Plan Number: **Lot 2 PS730710**

Standard Parcel Identifier (SPI): **2\PS730710**

Local Government Area (Council): **GREATER GEELONG**

Council Property Number: **379670**

Planning Scheme: **Greater Geelong**

Directory Reference: **Melway 471 H11**

www.geelongaustralia.com.au

[Planning Scheme - Greater Geelong](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Barwon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **BELLARINE**

OTHER

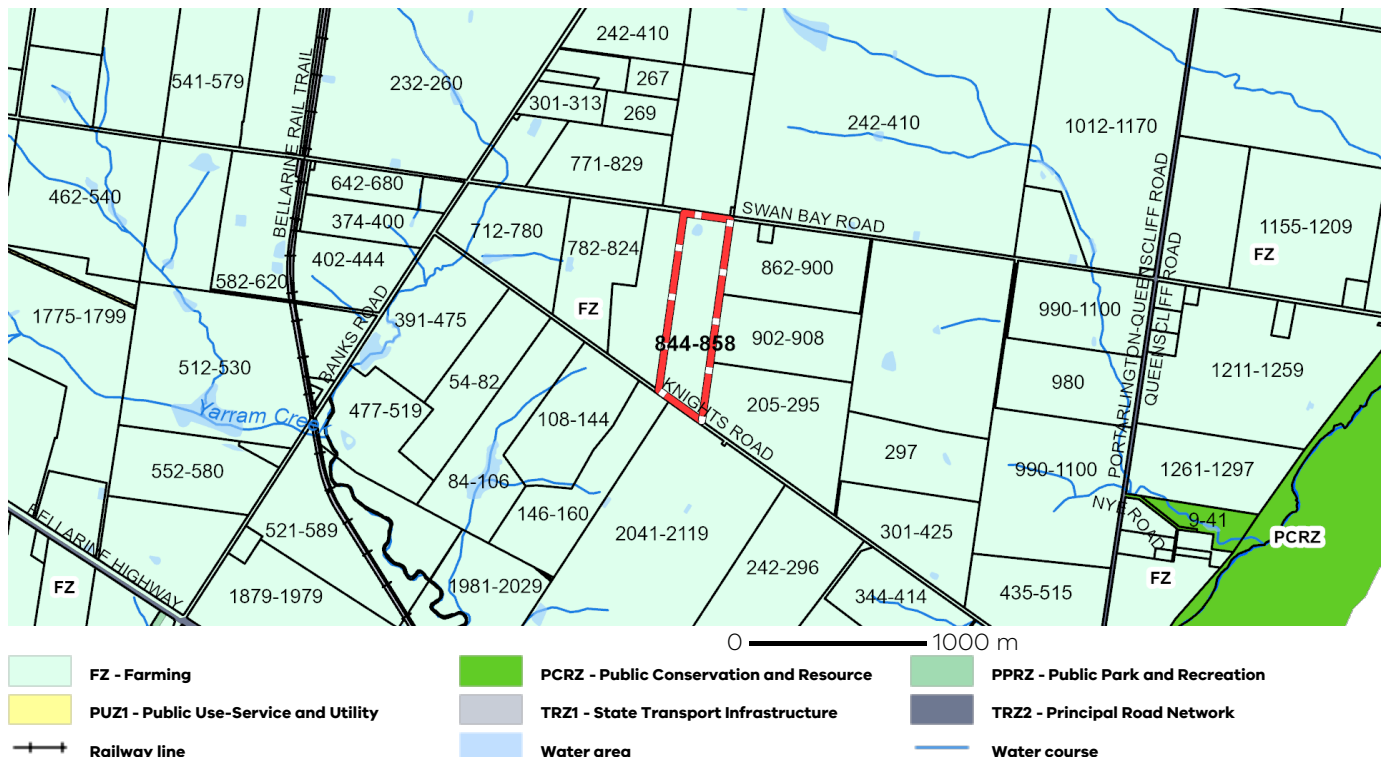
Registered Aboriginal Party: **Wadawurrung Traditional Owners
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[FARMING ZONE \(FZ\)](#)

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



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

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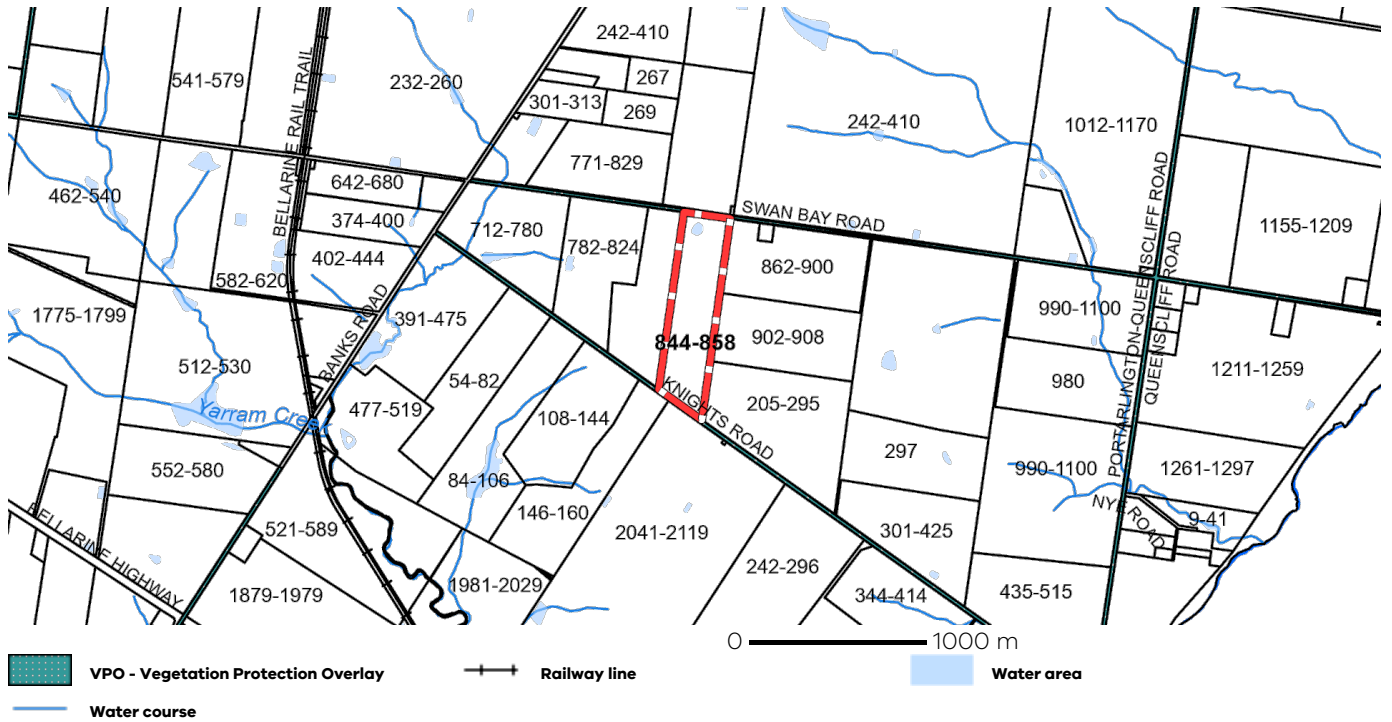
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

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

[VEGETATION PROTECTION OVERLAY - SCHEDULE 1 \(VPO1\)](#)



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

PLANNING PROPERTY REPORT

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

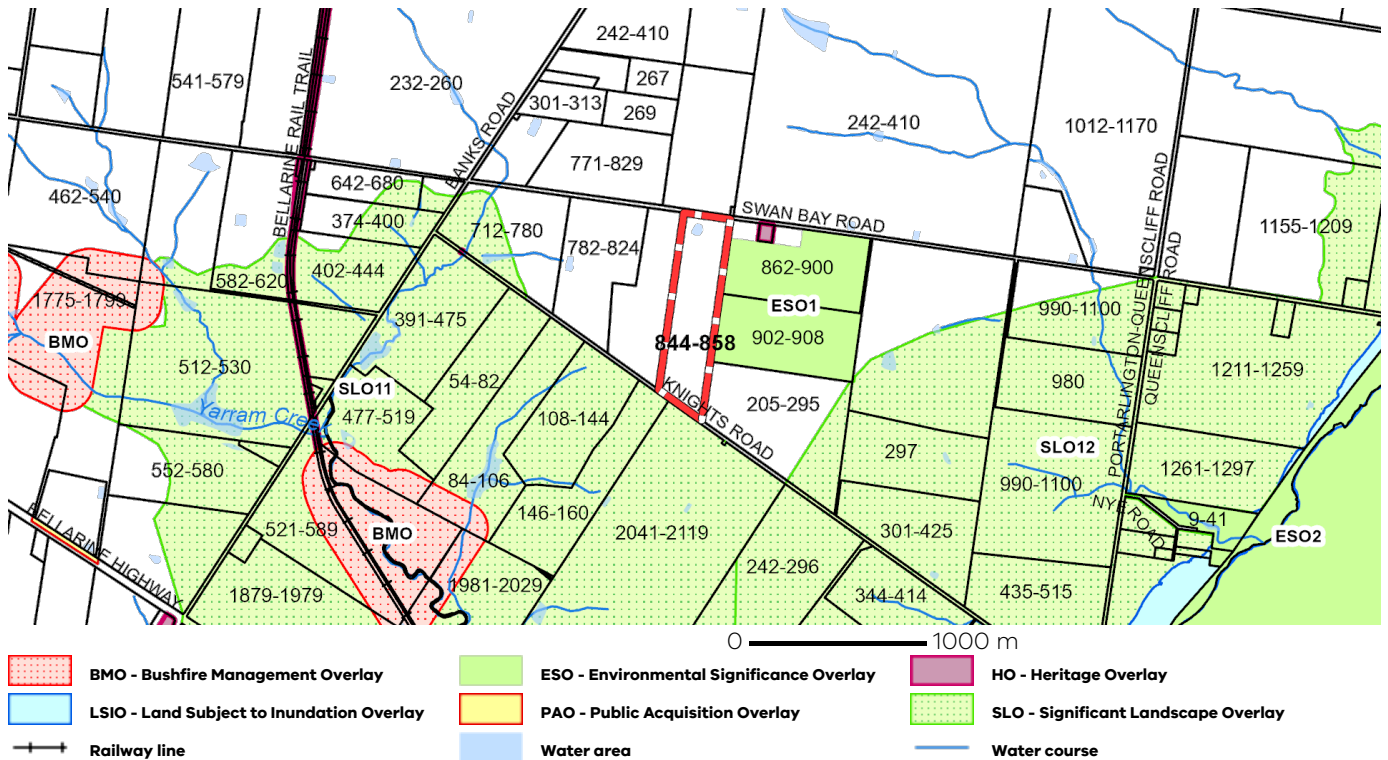
[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

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

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

[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)



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

Further Planning Information

Planning scheme data last updated on 22 September 2023.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

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

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

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

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PLANNING PROPERTY REPORT: 844-858 SWAN BAY ROAD MANNERIM 3222

Page 3 of 4

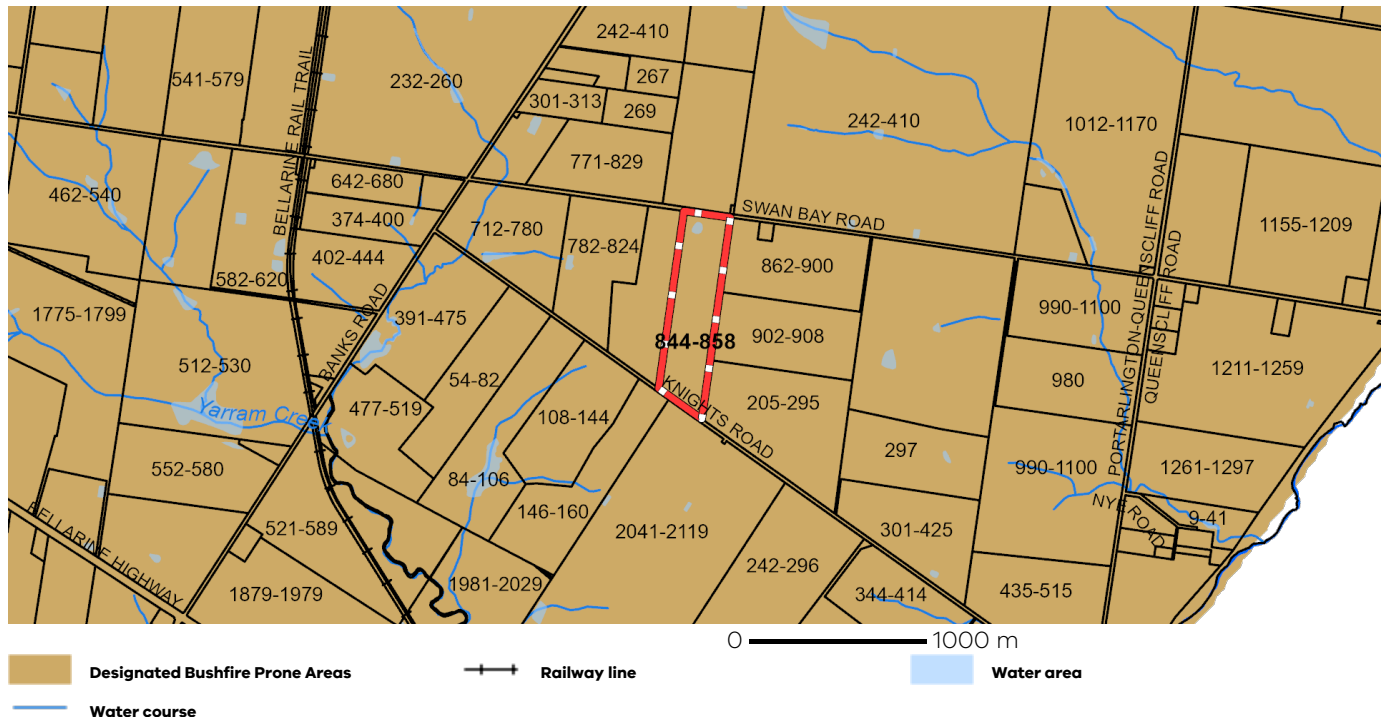
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

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CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272
 PO Box 104, Geelong VIC 3220 E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au

**2023-2024 LAND INFORMATION CERTIFICATE**

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **26-Sep-2023**Certificate No: **210242**

Applicants Ref:

70354580-014-1:178887**Assessment Number: 69414**

Property Address: **PARENT - 844-860 Swan Bay Road, MANNERIM VIC 3222**
 Property Description: **428880m2 CA 14A Sec 2, 301200m2 Lot 2 PS 724727 -
 Ppsd Lots 1 & 2 PS 730710**

Ratepayer as per

Council Records: **P R Brown**

Applicant:

Landata
PO BOX 500
EAST MELBOURNE VIC 8002

Operative Valuation Date:	01-Jul-2023
Level of Valuation Date:	01-Jan-2023
Capital Improved Value:	3,050,000
Site Value:	3,000,000
Net Annual Value:	152,500

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, Local Government Act 2020 or under a local law or By-Law of the Council.

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.

Particular of Rates & Charges, Outstanding Notices and Works for which a charge has been made:

- ◆ The **current rating year** is for the period **01/07/2023** to **30/06/2024**. Lump sum payment – due by **15/02/2024** or by instalment **30/09/2023, 30/11/2023, 29/02/2024** and **31/05/2024**. Interest is chargeable after these dates on any outstanding amount.
- ◆ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

Verbal confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue

(ie. **25-Dec-2023**) and within the current financial year.

Please Note: Council has no involvement in the settlement process. On request any overpayment of rates at settlement will be refunded to the payee, with a \$30 fee being applicable.

The Local Government Act 2020 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.

Notice can be emailed to: transfers@geelongcity.vic.gov.au

2023-2024 LAND INFORMATION CERTIFICATE (cont.)In accordance with Section 121 of the
Local Government Act 2020Date of Issue: **26-Sep-2023**

eService

Certificate No: **210242**Property Address: **PARENT - 844-860 Swan Bay Road, MANNERIM VIC 3222**Assessment Number: **69414.1**

	<u>Rate, Charges & Other Monies</u>	<u>Amount \$</u>
Arrears:	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
Current:	General Rates	3,363.50
	State Government Levies	769.45
	Waste Management	0.00
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	-255.60
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
Other:	Special Charges (<i>subject to Final Costs</i>)	0.00
	Sundry Charges	0.00
Payment:	Amount Received	0.00
	Overpayment	0.00
	All Overdue amounts should be paid at settlement. The purchaser is liable for all outstanding rates and charges after transfer and settlement.	
	Total Due:	3,877.35

General Notes: Supplementary Valuations are conducted by Council when a property's characteristics change. Examples of this (but not exclusive) are: A building is altered, erected, or demolished. A property is amalgamated, subdivided, rezoned, part sold, or affected by road construction. As a result of this, an Adjusted Valuation may be returned in due course and a subsequent rate adjustment may be levied within the financial year.

Condition:

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


Authorised Officer**Reference: 10000694141****Reference: 10000694141**Payment via internet or phone banking,
from your cheque or savings account.**Your Ref:** 70354580-014-1:178887**Page 2 of 2**Standard Property
Sec 121 LGA 2020

CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272
PO Box 104, Geelong VIC 3220 E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au



4 July 2023

P R Brown
11 Raglan Street
QUEENSCLIFF VIC 3225

PP: PP-77-2023

Dear Sir/Madam

Re: Planning Permit Application No.: PP-77-2023
Address: 844-858 Swan Bay Road, MANNERIM
Proposal: Use and Development of a Dwelling and Construction of a Shed and Water Tank

I refer to the above application and wish to advise that under authority delegated by the Responsible Authority, your application for the abovementioned proposal in accordance with the plans submitted, has been considered.

After due consideration, it was resolved to grant a Planning Permit.

Please find enclosed a copy of the permit. When submitting your amended condition documentation, please [click here](#) for the required application form and forward to statplanning@geelongcity.vic.gov.au

Also, please see attached, information detailing various approvals which may be required in addition to a Planning Permit.

We would appreciate you taking the time to answer a short survey on your experience of the planning process. This survey can be accessed via the following link <https://yoursay.geelongaustralia.com.au/SP-5-2021/spaes>

Your feedback will help us continue to identify the growing needs of the community and ways we can improve the planning assessment experience.

Should you require any further information please contact **Susan Brown** on sbrown@geelongcity.vic.gov.au or **03 5272 5086**

Yours sincerely

S Brown
Susan Brown
SENIOR STATUTORY PLANNER

STATUTORY PLANNING
WURRIKI NYAL
WADAWURRUNG COUNTRY
137-149 MERCER STREET GEELONG

Useful information

Please note, this planning permit gives permission for your use and/ or development pursuant to the *Planning and Environment Act 1987* and the *Greater Geelong Planning Scheme*. However it is likely that a number of other permits/ other approvals will also be required including:

Building Permits/ Consents

Whether you are planning to undertake a small change to your home, such as putting up a fence or extending your house, or have a large development project, or are proposing to change the use of your land, you may require a Building Permit. Building permits may be obtained from Council or a Private Building Surveyor. It is also possible that a Building Consent could be required for your development, these consents can only be issued by Council. Before you begin any construction works or change the use of a building, you must determine whether a Building Permit is required.

Building Over Easements

Council's Building Department is responsible for the issue of consents for construction over easements, please contact Council's Building Services Unit on 5272 4450 for further information. Consent may also be required to build over easements which affect other agencies (eg Powercor or Barwon Water).

Environmental Health Permits

If you are planning to operate a food/ drink or health business it is important that your business complies with all relevant regulations to ensure the public health of the municipality is protected. If you are located on an unsewered property, the applicant or owner of the land will be required to submit an 'Application to Install a Septic Tank System'. In order to obtain a permit to install a septic tank system and for further information about these permits and obligations please contact Council's Environmental Health Unit on 5272 4411.

Vehicle Crossing Permit

A permit is required from Council's Engineering Services Unit to construct or alter a vehicle crossing in the road reserve outside your title boundary. Please contact Council's Engineers on 5272 4426 for further information.

Road Opening Permit

A permit is required from Council's Engineering Services Unit for any works in the road reserve. Please contact Council's Engineers on 5272 4426 for further information.

Asset Protection Permit

A permit is required from Council's Engineering Services Unit to ensure no damage occurs to our infrastructure during construction. Our infrastructure assets include anything outside the property boundary such as: footpaths, naturestrips, laneways and kerb and channel. Please contact Council's Engineers on 5272 4426.

Tree Removal and Planting Permit (for trees in the road reserve)

Council approval is required for tree removal or pruning and planting trees or plants in the road reserve. Please contact Council's Parks and Support Services Unit on 5272 4827 for further information.

Engineering

It is possible that you will require Council to nominate your Legal Point of Discharge if you are building or redeveloping your site. If you are required to submit drainage/ detailed engineering design plans it is possible that you will need to pay design checking and supervision fees. Please contact Council's Engineering Services Unit on 5272 4426 for further information.

Liquor Licence

A Planning Permit is often confused with a Liquor Licence. A Liquor Licence can only be issued by Liquor Licensing Victoria, however the process requires that Council's regulations are met first. Please contact Liquor Licensing Victoria on 1300 558 181 for further information.

Use of Public Land (eg footpaths)

Council approval is required to use public land (eg alfresco trading, signage etc), please contact Council's Local Laws Unit on 5272 5272 for more information.

Other

Other permits/ permissions may be required in addition to those listed above. It is the responsibility of those doing the work to ensure that all relevant permits and permissions have been obtained.

It is important that no building works or change of use commences prior to obtaining all the necessary permits and consents. Failure to comply may be an offence and could lead to financial penalty and litigation.

PLANNING PERMIT

Permit No. **PP-77-2023**

Planning Scheme **Greater Geelong Planning Scheme**

Responsible Authority **Greater Geelong City Council**

ADDRESS OF THE LAND **844-858 SWAN BAY ROAD, MANNERIM**

THE PERMIT ALLOWS **USE AND DEVELOPMENT OF A DWELLING AND CONSTRUCTION OF A SHED AND WATER TANK GENERALLY IN ACCORDANCE WITH THE ENDORSED PLANS**

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Amended Plans

1. Prior to works commencing, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and must be generally in accordance with the Council stamped plans dated 31 January 2023 but modified to show:
 - a) The volume of the water tank notated on the plans.
 - b) A replacement roof lining for the shed that is non-reflective notated on the elevations.

Endorsed Plans

2. The use and development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

Requirements for dwellings – Clause 35.07-2

3. Access to the dwelling must be provided via an all-weather road with dimensions adequate to accommodate emergency vehicles.
4. The dwelling must be connected to reticulated sewerage, if available. If reticulated sewerage is not available all wastewater from each dwelling must be treated and retained within the lot in accordance with the requirements of the Environment Protection Regulations under the Environment Protection Act 2017 for an on-site wastewater management system.
5. The dwelling must be connected to a reticulated potable water supply or have an alternative potable water supply with adequate storage for domestic use as well as for fire fighting purposes.
6. The dwelling must be connected to a reticulated electricity supply or have an alternative energy source.

Date Issued: 4 July 2023

Signature of the *S Brown*
Responsible Authority:

CONDITIONS OF PLANNING PERMIT NUMBER PP-77-2023 CONTINUED

Onsite Wastewater Management System

7. An approved onsite wastewater management system must be installed concurrently with the erection of the dwelling and all wastewater must be disposed of within the curtilage of the property in accordance with the approved land capability assessment report, to the satisfaction of the Responsible Authority.

Expiry

8. This permit as it relates to the use and development of buildings will expire if one of the following circumstances applies:
- a) The development of the building(s) hereby approved has not commenced within two (2) years of the date of this permit.
 - b) The use of the land hereby approved has not commenced within four (4) years of the date of this permit.
 - c) The development of the building(s) hereby approved is not completed within four (4) years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires; or

- a) Within six (6) months after the permit expires where the development has not yet started; or
- b) Within six (6) months after the permit expires where the use has not yet started; or
- c) Within twelve (12) months after the permit expires, where the development allowed by the permit has lawfully commenced before the permit expiry.

Notes

- 1. No assessment against the requirements of Clause 54 of the Greater Geelong Planning Scheme has been undertaken. An assessment against the relevant Building Regulations will need to be undertaken by the relevant Building Surveyor.
- 2. The applicant or owner of the land will be required to submit an 'Application to Install a Septic Tank System' to Council's Environmental Health Unit in order to obtain a permit to install a septic tank system.
- 3. This property is in a designated bushfire prone area.
Special bushfire construction requirements apply at the Building Permit stage.
This permit has not determined the Bushfire Attack Level (BAL).
Any building should consider AS 3959-2018 Construction of Buildings in Bushfire-prone Areas (Standards Australia, 2018).

Date Issued: 4 July 2023

Signature of the
Responsible Authority:

S Brown

City of Greater Geelong
 PO Box 104, Geelong 3220
 Ph: (03) 5272 4456

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit

Note: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the Planning and Environment Act 1987.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- * from the date specified in the permit; or
- * if no date is specified, from—
 - i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

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

WHAT ABOUT REVIEWS?

- * The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- * An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- * An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- * An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- * An application for review must state the grounds upon which it is based.
- * A copy of an application for review must also be served on the responsible authority.
- * Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Strategy Property Law C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 357987

NO PROPOSALS. As at the 25th September 2023, 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®.

844-858 SWAN BAY ROAD, MANNERIM 3222
CITY OF GREATER GEELONG

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: 25th September 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 70354580 - 70354580140714 '357987'

Property Clearance Certificate

Land Tax



INFOTRACK / STRATEGY PROPERTY LAW

Your Reference:	2089
Certificate No:	67020550
Issue Date:	25 SEP 2023
Enquiries:	ESYSPROD

Land Address: 844 -858 SWAN BAY ROAD MANNERIM VIC 3222

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45087243	2	730710			\$0.00

Vendor: PETER ROSS BROWN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR PETER ROSS BROWN	2023	\$2,800,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX primary production land.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

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

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

Paul Broderick
 Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$2,850,000

SITE VALUE: \$2,800,000

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 67020550

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 cannot exceed the amount set out in the certificate, described as the "Current 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.

General information

6. 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.
7. 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 = \$24,875.00

Taxable Value = \$2,800,000

Calculated as \$9,375 plus (\$2,800,000 - \$1,800,000) multiplied by 1.550 cents.

Land Tax - Payment Options

BPAY	
	Biller Code: 5249 Ref: 67020550
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: 67020550
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

Windfall Gains Tax



INFOTRACK / STRATEGY PROPERTY LAW

Your Reference: 2089**Certificate No:** 67020550**Issue Date:** 25 SEP 2023**Land Address:** 844 -858 SWAN BAY ROAD MANNERIM VIC 3222

Lot	Plan	Volume	Folio
2	730710		

Vendor: PETER ROSS BROWN**Purchaser:** FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:**\$0.00**

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

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 67020550

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 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.

General information

8. 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.
9. 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.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Biller Code: 416073 Ref: 67020552</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 67020552</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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OWNER
Peter and Fiona Brown
11 Raglan Street, Queenscliff
VICTORIA 3225

PROJECT
Proposed Residential Dwelling
844 Swan Bay Road,
Mannerim, 3222



PRELIMINARY ISSUE
NOT FOR CONSTRUCTION

Document Date:
January 7, 2023

Document Phase:
Planning

1 North East Perspective
A0.1 NTS

Residential Building Footprint area: 420 m²
Shed Building Footprint: 375 m²
Total Building Footprint: 795 m²

rev.	date	remark
1	08/01/23	bro discussion

A0.1



OWNER
Peter and Fiona Brown
11 Raglan Street, Queenscliff
VICTORIA, 3225

PROJECT
Proposed Residential Dwelling
844 Swan Bay Road,
Mannering, 3222

PRELIMINARY ISSUE
NOT FOR CONSTRUCTION

Document Date:
January 7, 2023

Document Phase:
Planning

2 North West Perspective

A02 NTS

Residential Building Footprint area:

Shed Building Footprint:

420 m²
375 m²

Total Building Footprint:

795 m²

rev.	date	remark
1	08/01/23	for discussion

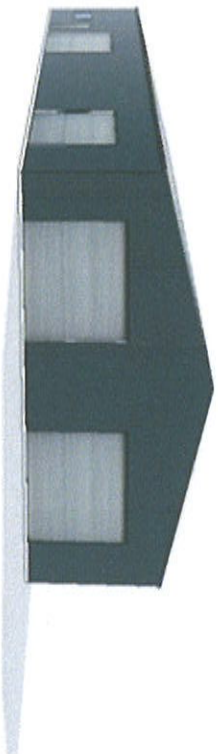
A0.2

OWNER
Peter and Fiona Brown
11 Raglan Street, Queenscliff
VICTORIA, 3225

PROJECT
Proposed Residential Dwelling
844 Swan Bay Road,
Mannerim, 3222



5 South Shed Perspective
A0.4 NTS



6 North Shed Perspective
A0.4 NTS



Residential Building Footprint area: 420 m²
Shed Building Footprint: 315 m²
Total Building Footprint: 735 m²

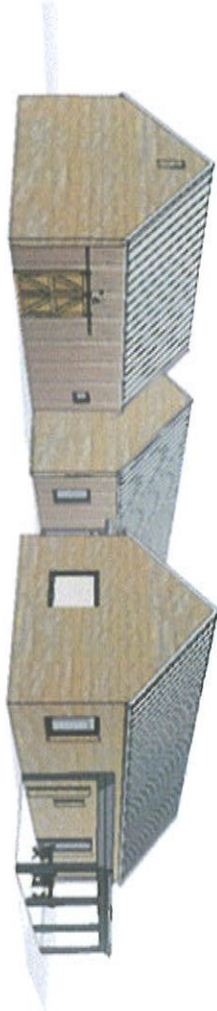
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January 7, 2023

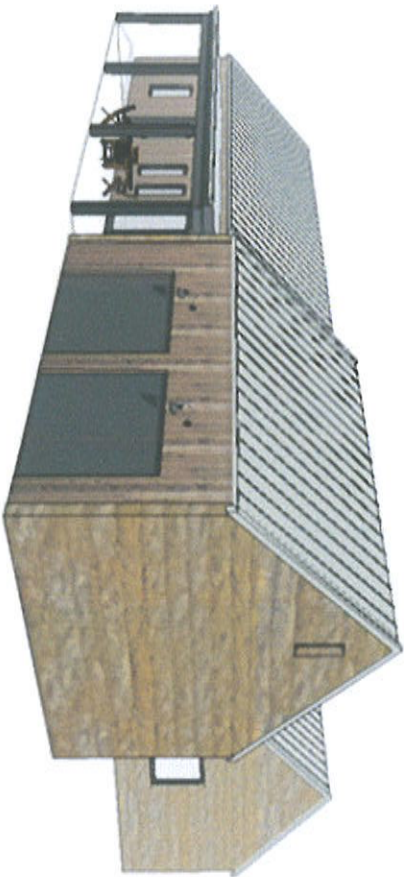
Document Phase:
Planning

rev.	date	remark
1	08/01/23	by discussion

A0.4



3 South-East Perspective
A0.3 NTS



4 South-West Perspective
A0.3 NTS

Residential Building Footprint area:	420 m ²
Shed Building Footprint	375 m ²
Total Building Footprint	795 m ²

OWNER
Peter and Fiona Brown
11 Raglan Street, Queenscliff
VICTORIA, 3225

PROJECT
Proposed Residential Dwelling
844 Swan Bay Road,
Mannerim, 3222

PRELIMINARY ISSUE
NOT FOR CONSTRUCTION

Document Date:
January 7, 2023

Document Phase:
Planning

rev.	date	remark
1	08/01/23	Er:discussor

A0.3



Proposed Site Plan

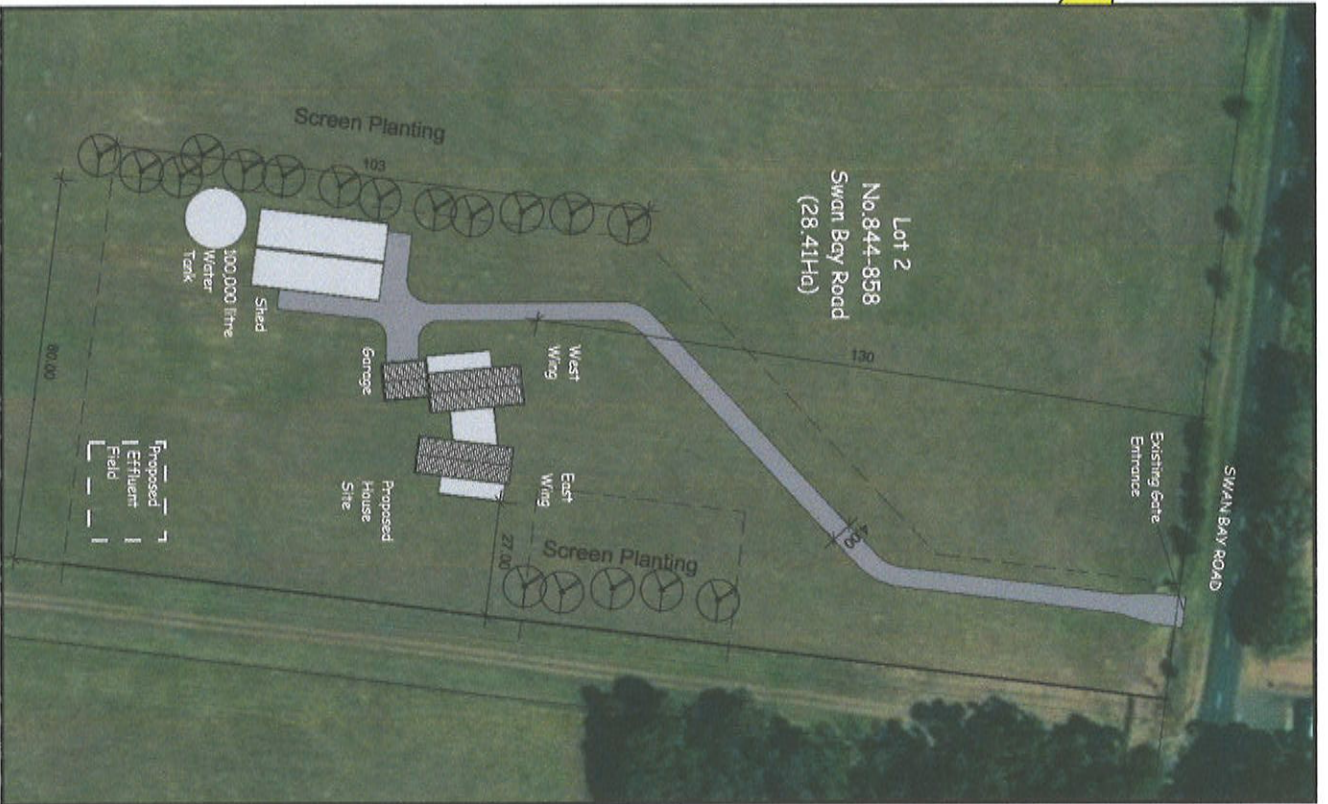
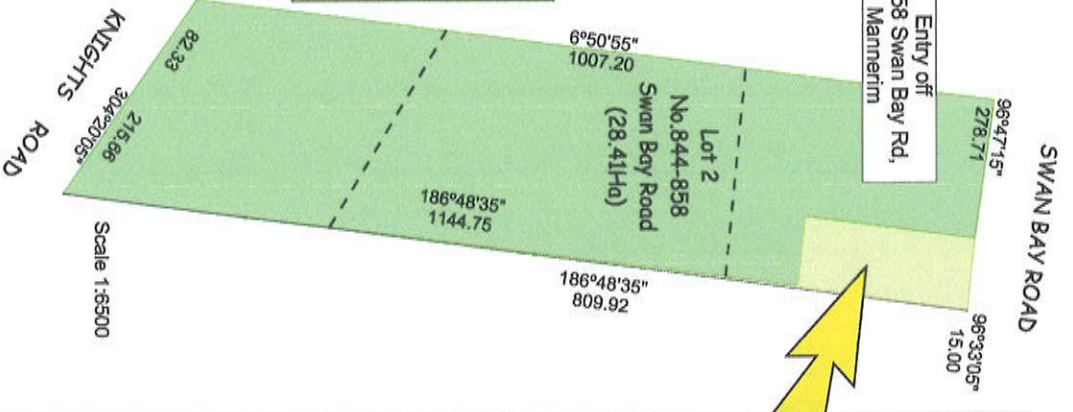
GREATER GEELONG CITY COUNCIL
 PLANNING ENVIRONMENT ACT 1987
 GREATER GEELONG PLANNING SCHEME

Endorsed Plan
 Planning Permit No: 77-2023
 Sheet 1 of 14
 Approved By Susan Brown
 Approved Date 12/07/2023

NOTE: THIS IS NOT A BUILDING APPROVAL

Site Notes

Land Title Reference: P5730710V
 Site Area: 28.41 Hec.
 Building Footprint: 477 m²
 House Floor Area: 315 m²
 Garage Floor Area: 96 m²
 Patio and Balcony: 62 m²
 Site coverage: <1%
 Permeability: >99%
 Wind classification: N3 (to AS 4055/2006)
 Wind ultimate speed (3sec): 50 m/s



Proposed Site Plan
 Scale 1:1000

PROPOSED SITE PLAN

PROJECT
 844-858 SwanBay Road,
 MANNERIM,
 Victoria, 3222

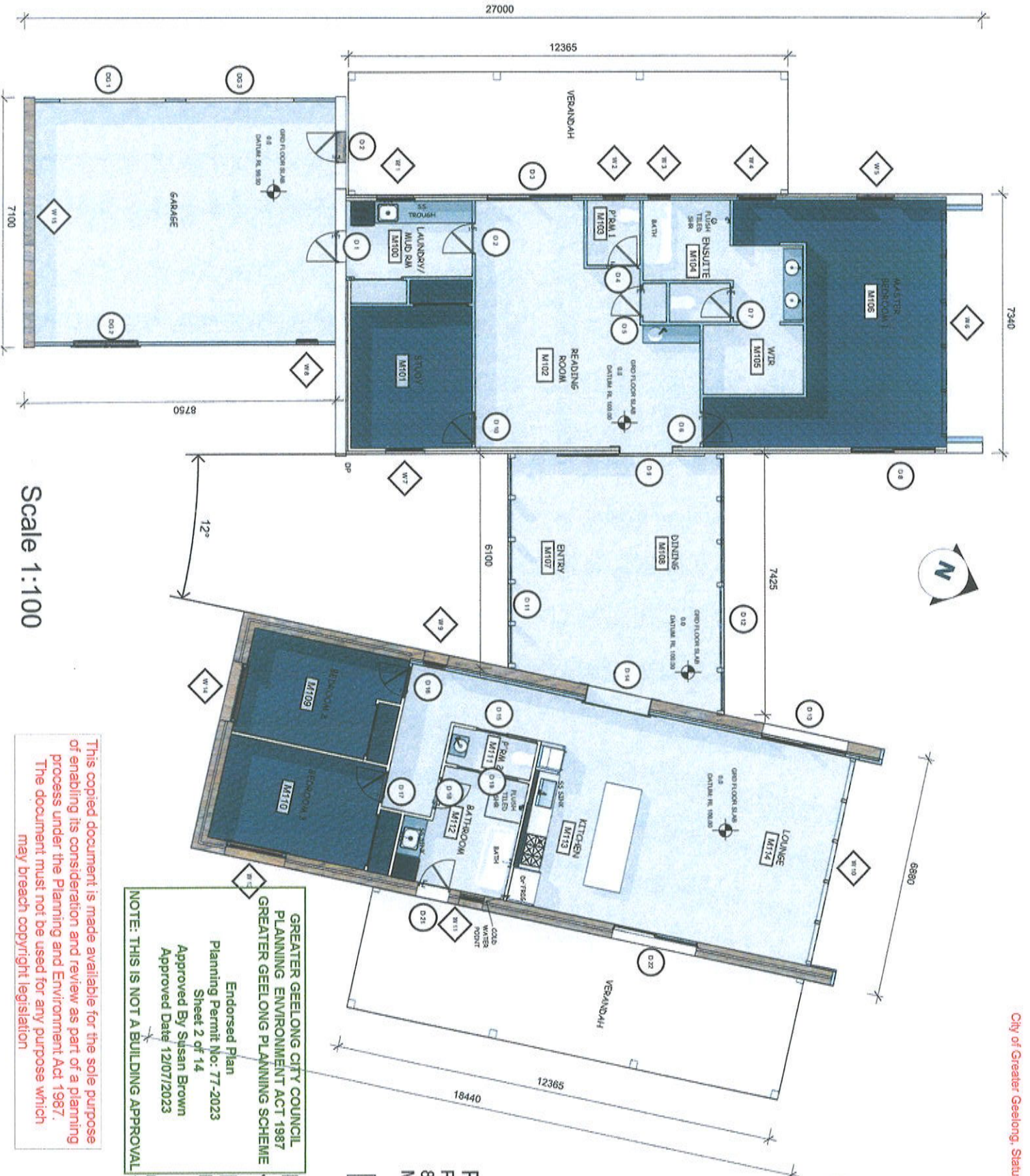
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Document Date:
 January 7, 2023

Document Phase:
 Planning

rev.	date	remark
3	8/07/23	Water Tank location and note

A1.3



Scale 1:100

FLOOR PLAN

PROJECT
 Proposed Residential Dwelling
 844 Swan Bay Road,
 Mannerim, 3222

PRELIMINARY ISSUE
 NOT FOR CONSTRUCTION

GREATER GEELONG CITY COUNCIL
 PLANNING ENVIRONMENT ACT 1987
 GREATER GEELONG PLANNING SCHEME

Endorsed Plan
 Planning Permit No: 77-2023
 Sheet 2 of 14
 Approved By Susan Brown
 Approved Date 12/07/2023

Document Date:
 January 7, 2023

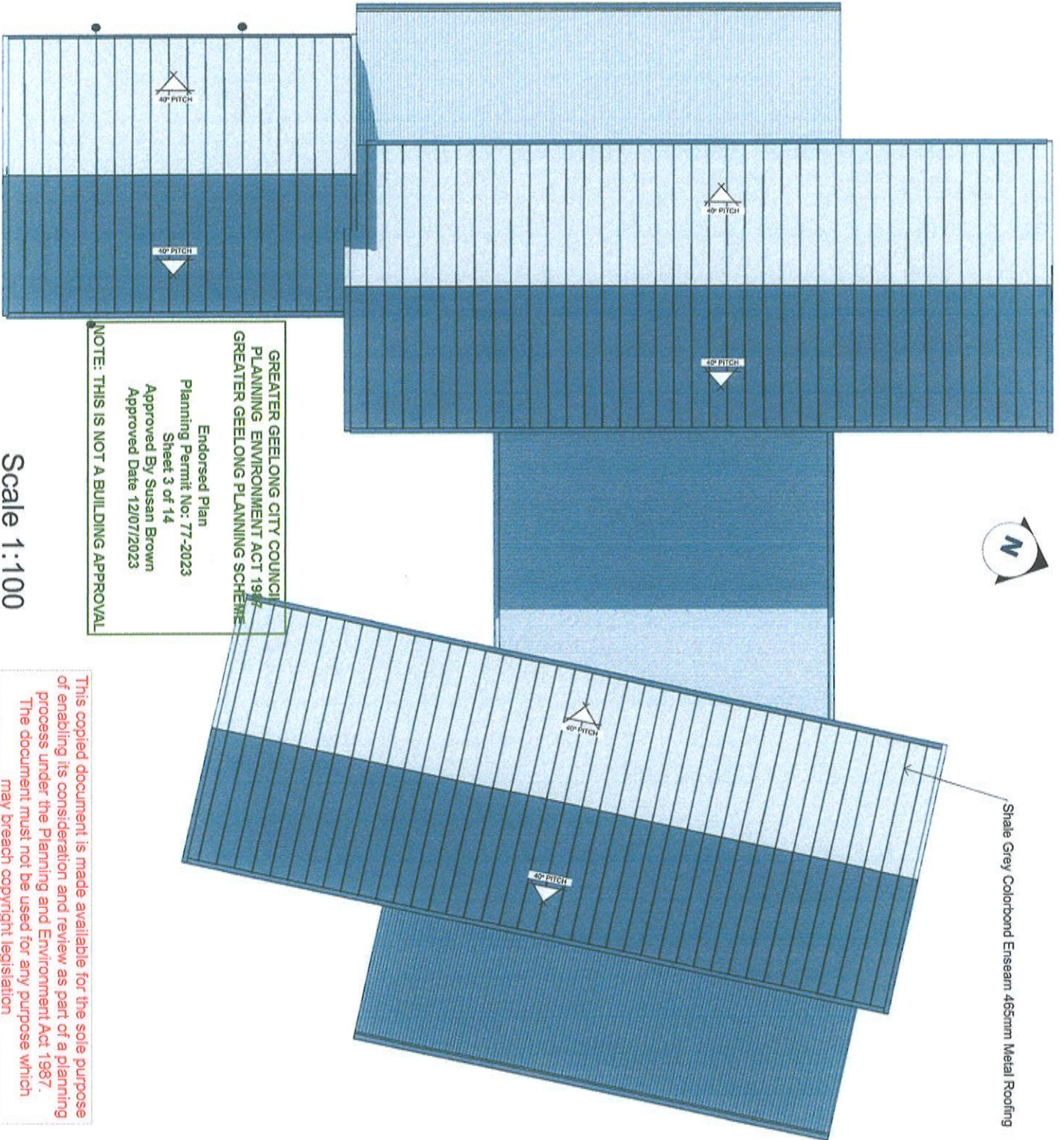
Document Phase:
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rev.	date	remark
1	08/01/23	for discussion

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A2.1



Shale Grey Colorbond Enseam 465mm Metal Roofing

GREATER GEELONG CITY COUNCIL
 PLANNING ENVIRONMENT ACT 1987
 GREATER GEELONG PLANNING SCHEME

Endorsed Plan
 Planning Permit No: 77-2023
 Sheet 3 of 14
 Approved By: Susan Brown
 Approved Date 12/07/2023

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ROOF PLAN

PROJECT
 Proposed Residential Dwelling
 844 Swan Bay Road,
 Mannerim, 3222

PRELIMINARY ISSUE
 NOT FOR CONSTRUCTION

Document Date:
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Document Phase:
 Planning

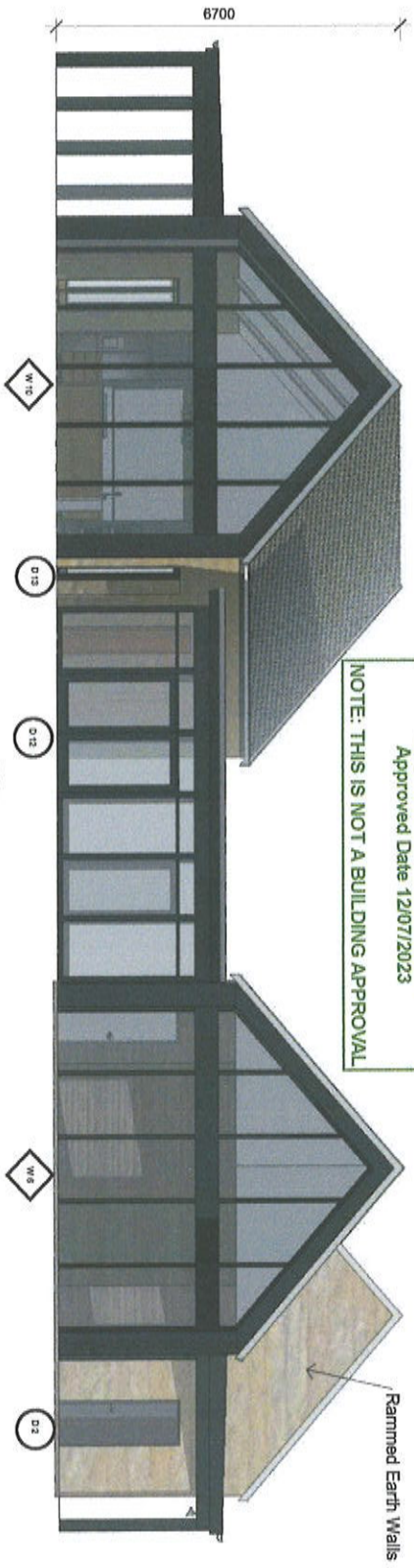
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1	08/01/23	for discussion

A2.2

GREATER GEELONG CITY COUNCIL
PLANNING ENVIRONMENT ACT 1987
GREATER GEELONG PLANNING SCHEME

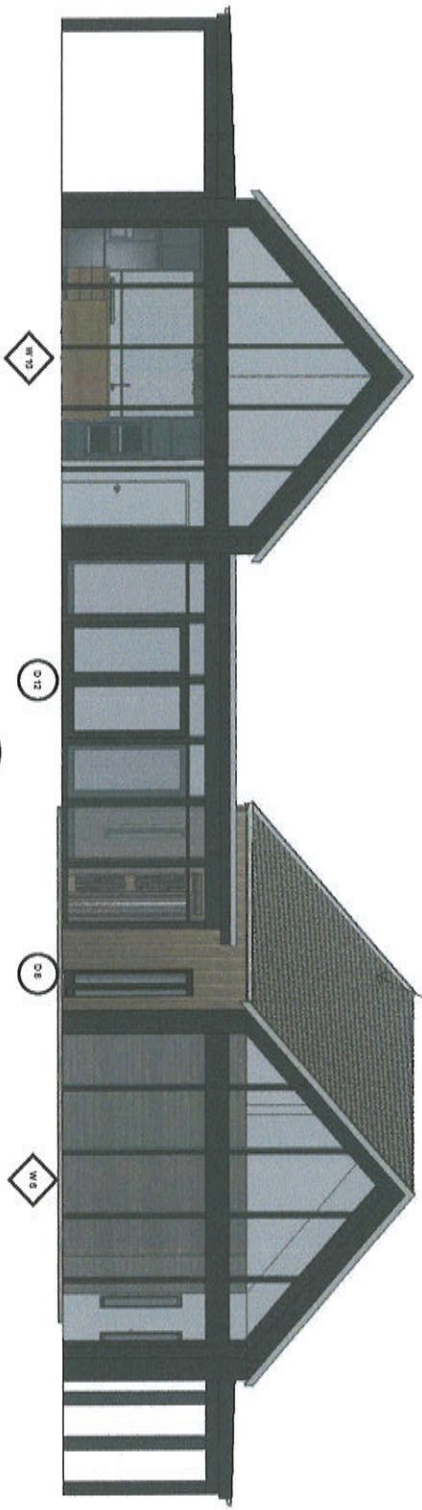
Endorsed Plan
Planning Permit No: 77-2023
Sheet 4 of 14
Approved By Susan Brown
Approved Date 12/07/2023

NOTE: THIS IS NOT A BUILDING APPROVAL



1 NORTH ELEVATIONS
A3.1 NTS

Shale Grey Colorbond Enseam 465mm Metal Roofing



2 NORTH ELEVATIONS
A3.1 NTS

NORTH ELEVATIONS

PROJECT
Proposed Residential Dwelling
844 Swan Bay Road,
Mannerln, 3222

PRELIMINARY ISSUE
NOT FOR CONSTRUCTION

Document Date:
January 7, 2023

Document Phase:
Planning

rev.	date	remark
2	08/07/23	Colorbond roofing

Scale: 1:100

A3.1

EAST ELEVATIONS



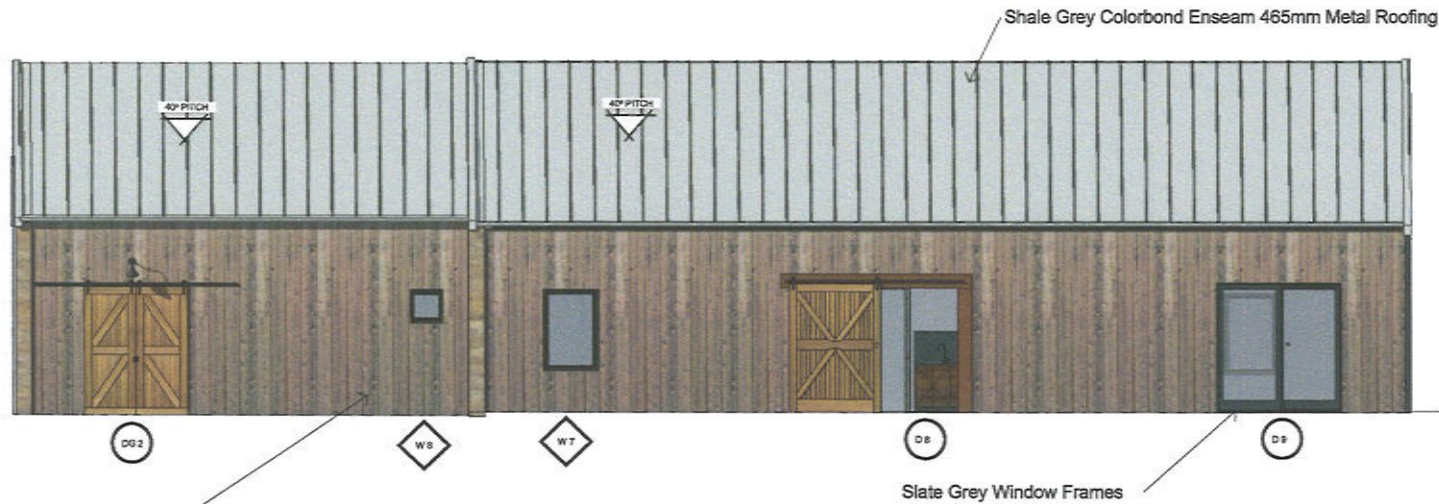
Rammed Earth Walls

3 EAST ELEVATIONS
A3.2 NTS

GREATER GEELONG CITY COUNCIL
PLANNING ENVIRONMENT ACT 1987
GREATER GEELONG PLANNING SCHEME

Endorsed Plan
Planning Permit No: 77-2023
Sheet 5 of 14
Approved By Susan Brown
Approved Date 12/07/2023

NOTE: THIS IS NOT A BUILDING APPROVAL



Cedar Vertical Ship Lap 200mm
Wood Cladding Walls

Slate Grey Window Frames

4 EAST ELEVATIONS (East Wing hidden)
A3.2 NTS

PROJECT
Proposed Residential Dwelling
844 Swan Bay Road,
Mannerim, 3222

PRELIMINARY ISSUE
NOT FOR CONSTRUCTION

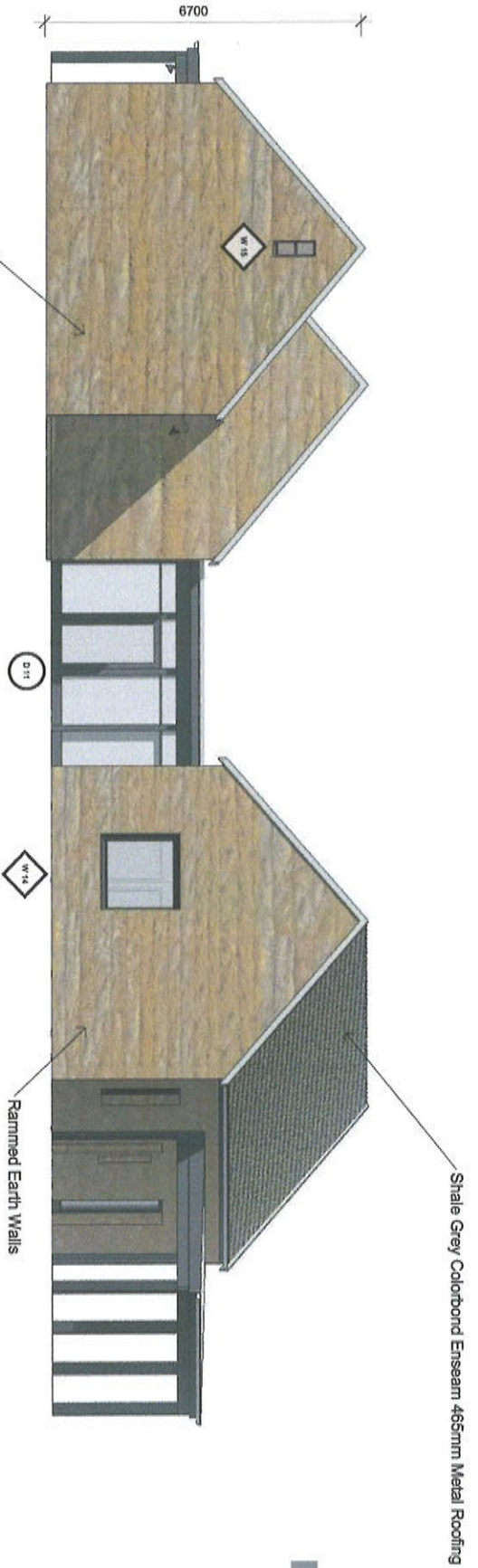
Document Date:
January 7, 2023

Document Phase:
Planning

rev.	date	remark
2	08/07/23	Colorbond roofing

Scale: 1:100

A3.2



5 SOUTH ELEVATIONS
A3.3 NTS



6 SOUTH ELEVATIONS
A3.3 NTS

GREATER GEELONG CITY COUNCIL
 PLANNING ENVIRONMENT ACT 1987
 GREATER GEELONG PLANNING SCHEME

Endorsed Plan
 Planning Permit No: 77-2023
 Sheet 6 of 14
 Approved By Susan Brown
 Approved Date 12/07/2023

NOTE: THIS IS NOT A BUILDING APPROVAL

SOUTH ELEVATIONS

PROJECT
 Proposed Residential Dwelling
 844 Swan Bay Road,
 Mannerlm, 3222

PRELIMINARY ISSUE
 NOT FOR CONSTRUCTION

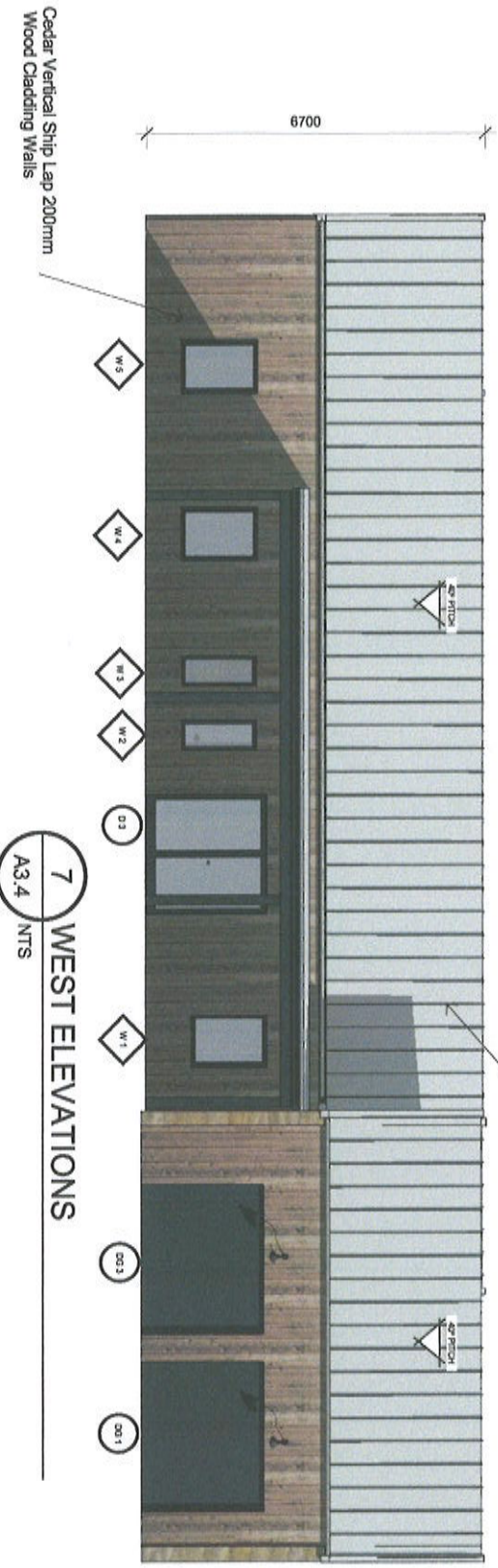
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 January 7, 2023

Document Phase:
 Planning

rev.	date	remark
2	08/07/23	Colorbond roofing

Scale: 1:100

A3.3

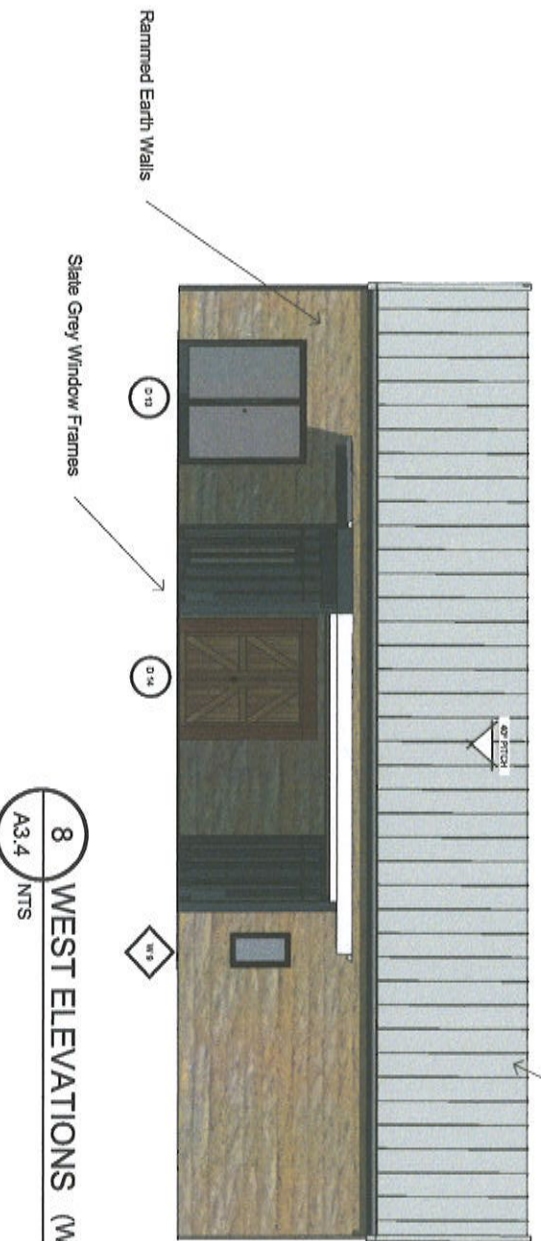


7 WEST ELEVATIONS
A3.4 NTS

Shale Grey Colorbond Enseam 465mm Metal Roofing

Cedar Vertical Ship Lap 200mm Wood Cladding Walls

Shale Grey Colorbond Enseam 465mm Metal Roofing



8 WEST ELEVATIONS (West Wing hidden)
A3.4 NTS

GREATER GEELONG CITY COUNCIL
PLANNING ENVIRONMENT ACT 1987
GREATER GEELONG PLANNING SCHEME

Endorsed Plan
Planning Permit No: 77-2023
Sheet 7 of 14
Approved By Susan Brown
Approved Date 12/07/2023

NOTE: THIS IS NOT A BUILDING APPROVAL

WEST ELEVATIONS

PROJECT
Proposed Residential Dwelling
844 Swan Bay Road,
Mannern, 3222

PRELIMINARY ISSUE
NOT FOR CONSTRUCTION

Document Date:
January 7, 2023

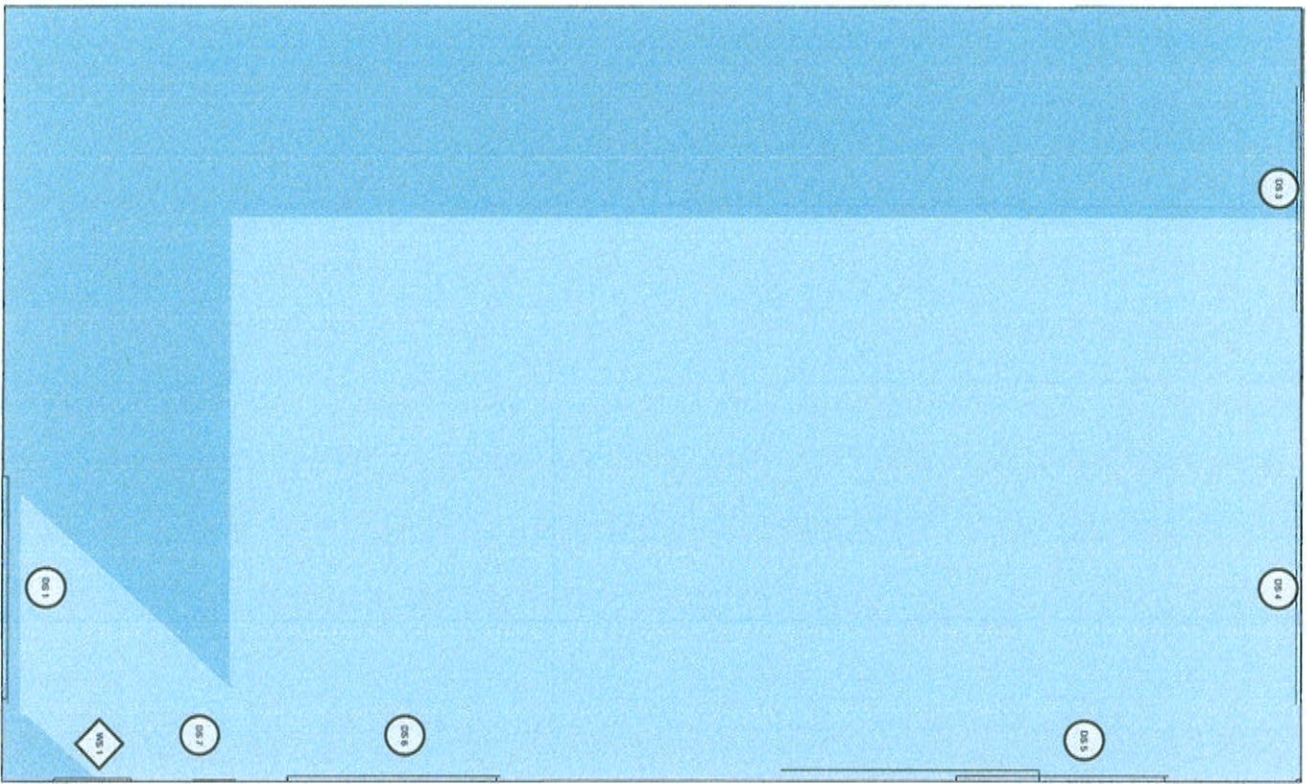
Document Phase:
Planning

rev.	date	remark
2	08/07/23	Colorbond roofing

Scale: 1:100

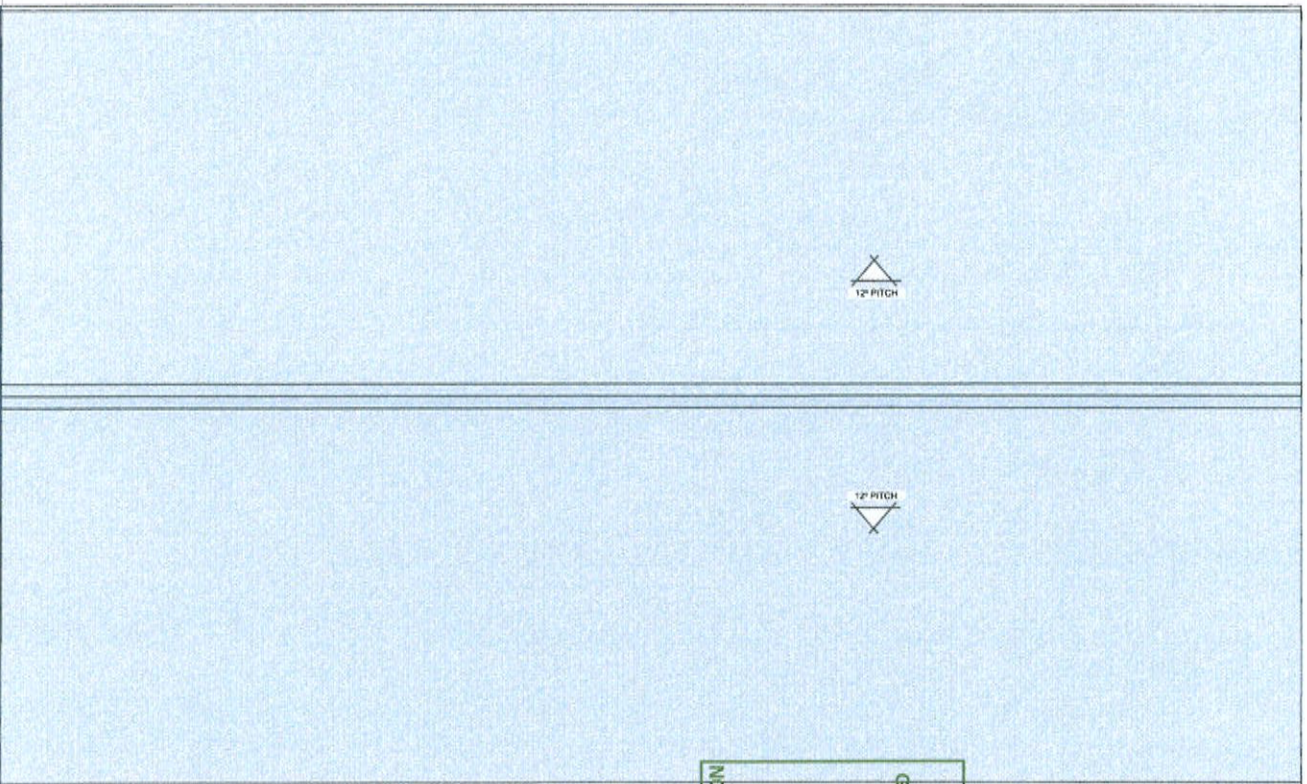
A3.4

15000



FLOOR PLAN

25000



ROOF PLAN

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**SHED
FLOOR &
ROOF PLAN**

GREATER GEELONG CITY COUNCIL
PLANNING ENVIRONMENT ACT 1987
GREATER GEELONG PLANNING SCHEME

Endorsed Plan
Planning Permit No.: 77-2023
Sheet 8 of 14
Approved By Susan Brown
Approved Date 12/07/2023

NOTE: THIS IS NOT A BUILDING APPROVAL

PROJECT
Proposed Residential Dwelling
844 Swan Bay Road,
Mannerim, 3222

PRELIMINARY ISSUE
NOT FOR CONSTRUCTION

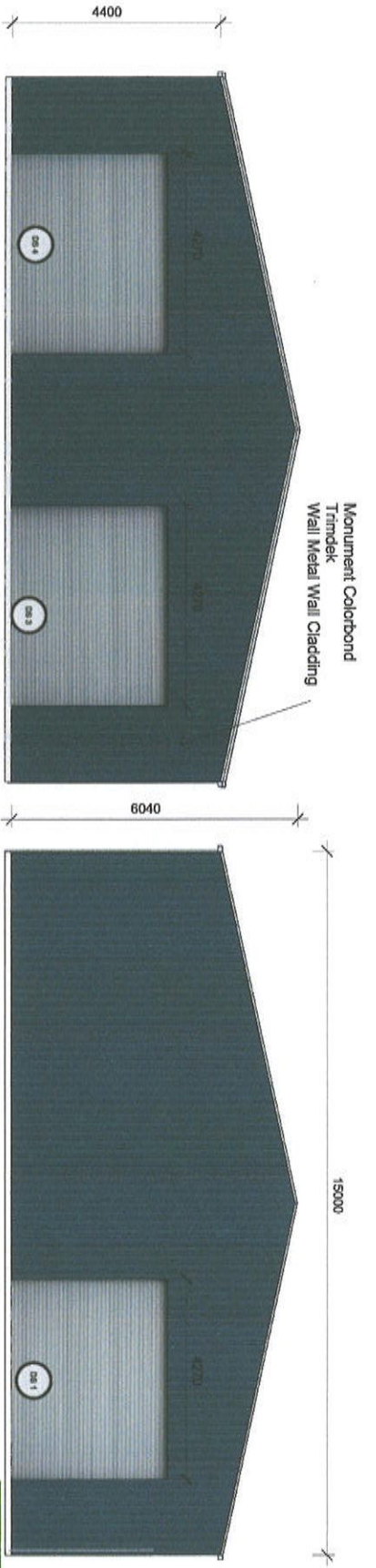
Document Date:
January 7, 2023

Document Phase:
Planning

rev.	date	remark
1	08/01/23	for discussion

A2.3

Scale 1:100



1 SHED - ELEVATIONS NORTH
A3.5 NTS

2 SHED - ELEVATIONS SOUTH
A3.5 NTS

SHED - ELEVATIONS

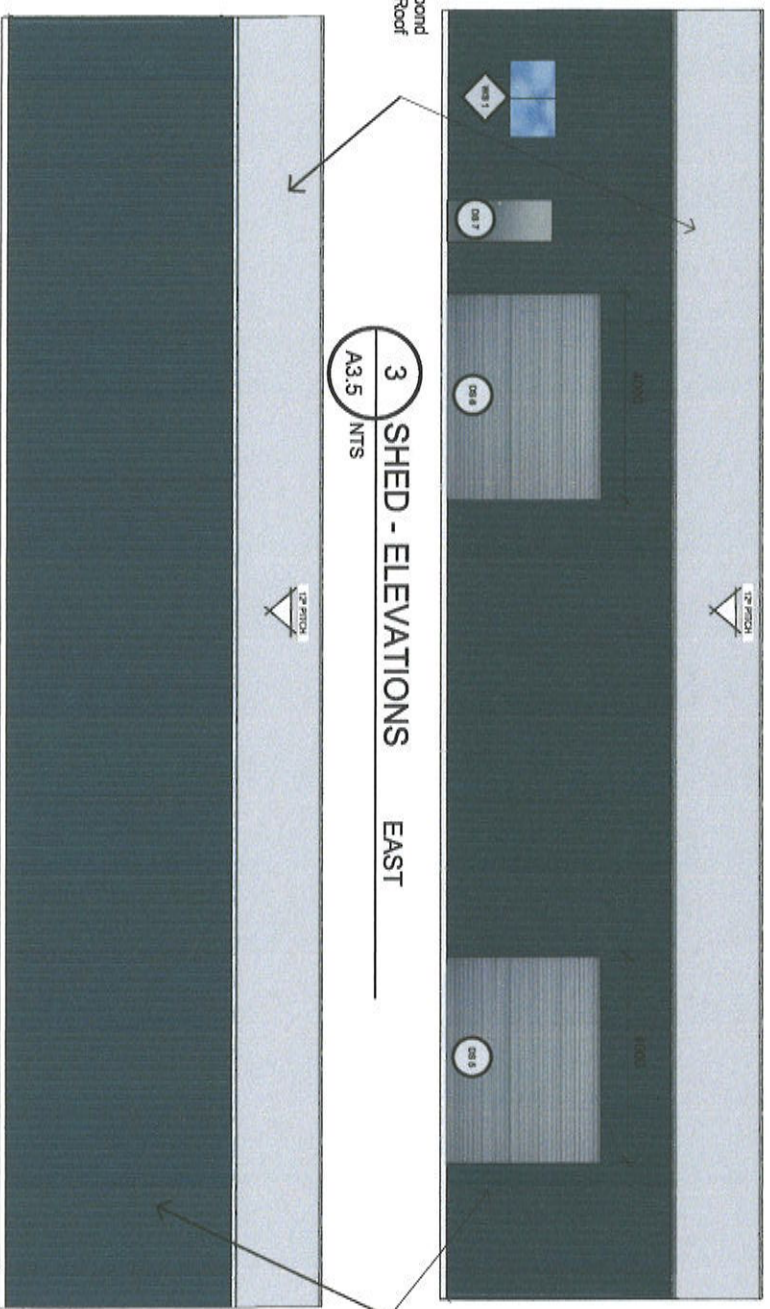
GREATTER GEELONG CITY COUNCIL
PLANNING ENVIRONMENT ACT 1987
GREATTER GEELONG PLANNING SCHEME

Endorsed Plan
Planning Permit No: 77-2023
Sheet 9 of 14
Approved By Susan Brown
Approved Date 12/07/2023
NOTE: THIS IS NOT A BUILDING APPROVAL

Shale grey colorbond
Corrugated Metal Roof
Sheeting

3 SHED - ELEVATIONS EAST
A3.5 NTS

3 SHED - ELEVATIONS WEST
A3.5 NTS



Monument Colorbond
Trimdek
Wall Metal Wall Cladding

PROJECT

Proposed Residential Dwelling
844 Swan Bay Road,
Mannerln, 3222

PRELIMINARY ISSUE
NOT FOR CONSTRUCTION

Document Date:
January 7, 2023

Document Phase:
Planning

rev.	date	remark
2	08/07/23	Colorbond roofing

Scale: 1:100

4 SHED - ELEVATIONS WEST
A3.5 NTS

A3.5

Land Application Area Details

844-858 Swan Bay Road, Mannerim, VIC 3222

Drawing List			
Sheet Number	Sheet Name	Current Revision	Current Date
C0	Title Page	1	18 Apr 23
C1	Land Application Area Layout	1	18 Apr 23
C2	Sand Filter Details 1	1	18 Apr 23
C3	Sand Filter Details 2	1	18 Apr 23
C4	Sub-surface Irrigation Details	1	18 Apr 23

System Details - Primary Treatment

1. Min. 3,000L Septic Tank.

System Details - Secondary Treatment

1. Sand Filter - 15m².

System Details - Land Application Area

1. Land Application:
 - A. Sub-surface Drip Irrigation. Size: 20m x 31.5m long sub-surface irrigation lines, 1.0m clear spacing.
 - B. Effluent Management Area: 630m².
2. Design Wastewater Characteristics:
 1. Design flow: 750L/day.

Environmental Design Manuals:

The following design manuals have been used in the design of this Land Application System:

1. AS/NZS 1547:2012 On-site domestic-wastewater management.
2. EPA Victoria Code of Practice - On-site Wastewater Management 2016.

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Approved Date 12/07/2023

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1 Site Plan
1 : 5000

No.	Description	Date
1	Iss. 01	18 Apr 23

All dimensions in millimeters unless noted otherwise. Do not scale.

Title Page	
Project number	BR002 - 01
Checked by	T Tudor
Drawn by	S Mason
Approved by	T Tudor
Scale	Scale @ A3
C0	
1 : 5000	

BS&E
CONSULTING ENGINEERS
At: 844-858 Swan Bay Road, Mannerim, VIC 3222

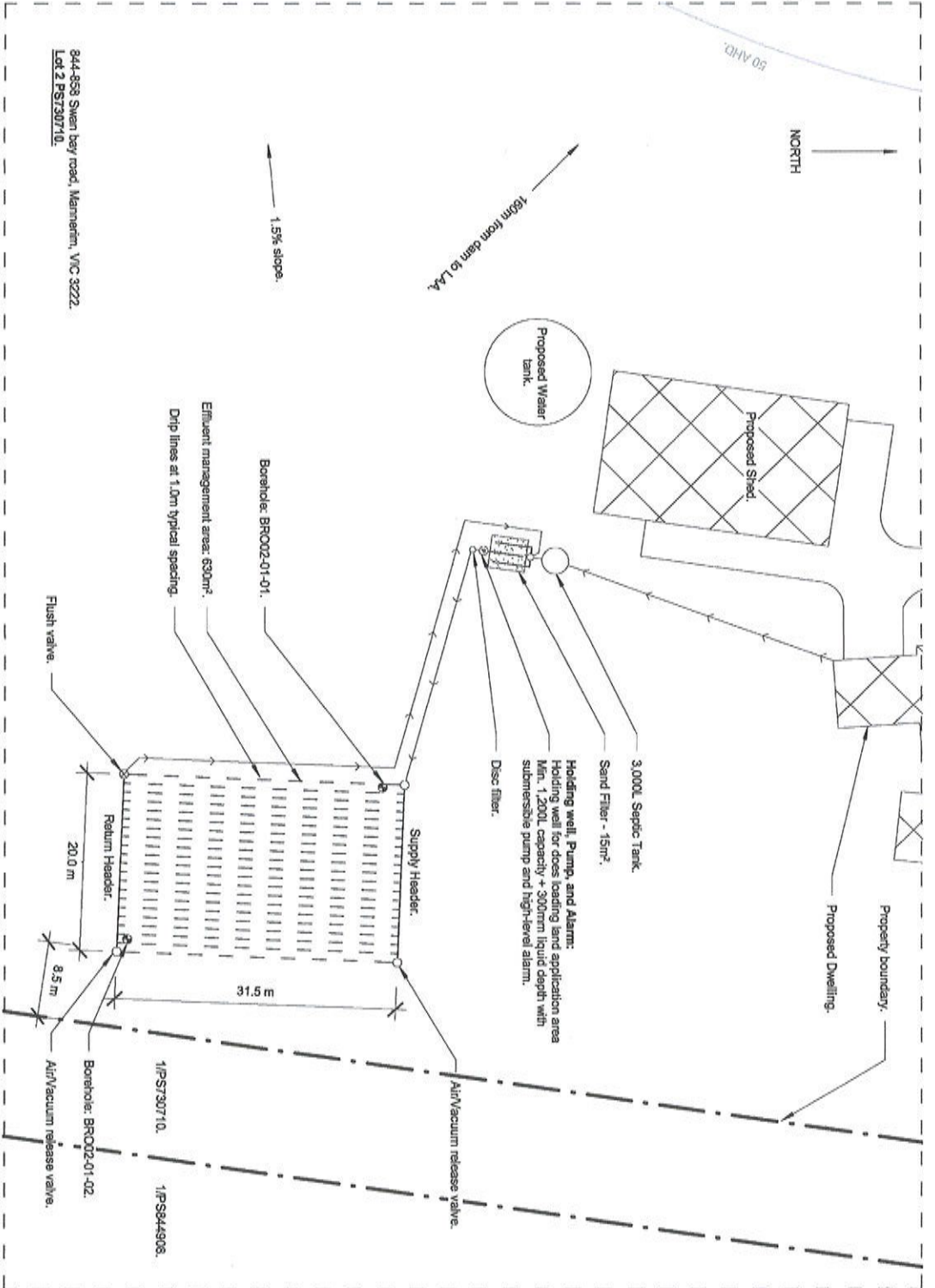
Tom Tudor BEng (Civil/Struct/Plum) ASE Consulting Engineers

1. Contours are approximate only, exact slope of land to be confirmed onsite.
2. All irrigation lines to be installed parallel to contour.
3. All excavations for installation of system components should not have impact on existing foundations, seek advice from geotechnical engineer if required.
4. It is recommended to pump effluent from Septic Tank for dose loading of sand filter for optimal performance of the sand filter.
5. Location of Septic tank and Sand Filter is indicative only.

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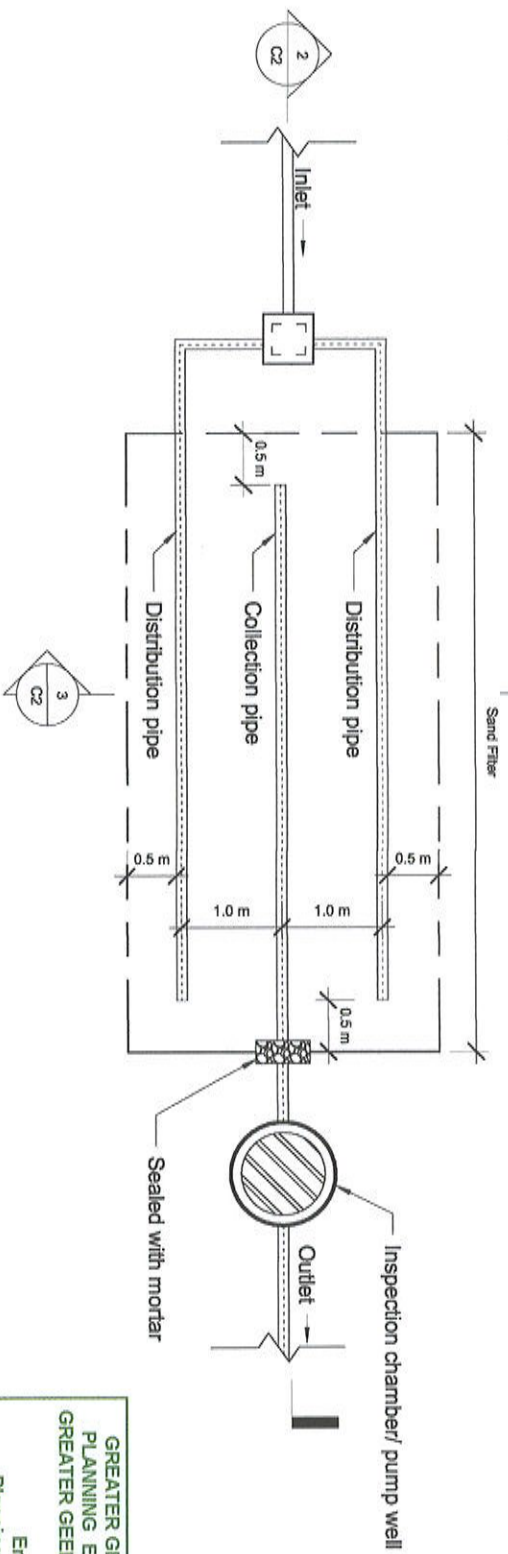
1
Layout Plan
1 : 500

No.	Description	Date
1	Iss: 01	18 Apr 23

Land Application Area		Land Application Area Layout	
Project number	BRO02-01	Project number	BRO02-01
Checked by	T Tudor	Checked by	T Tudor
Drawn by	S Mason	Drawn by	S Mason
Approved by	T Tudor	Approved by	T Tudor
Scale	@ A3	Scale	@ A3
	1 : 500		1 : 500



At:
844-858 Swan Bay Road,
Marnie, VIC 3222

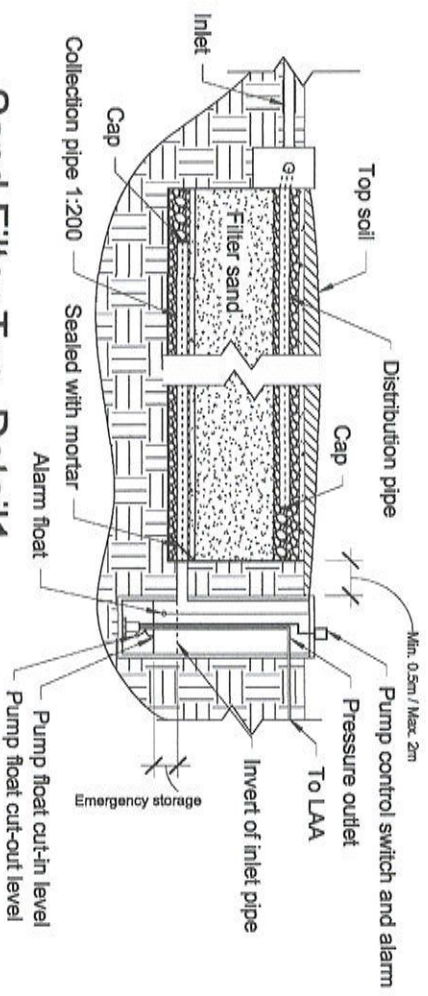


1
1 : 50
Sand Filter Typ. Detail

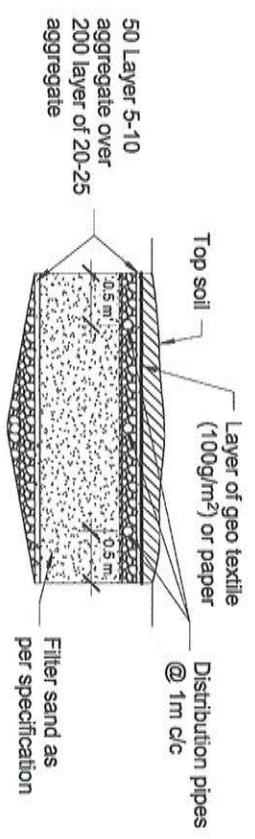
GREATER GEELONG CITY COUNCIL
 PLANNING ENVIRONMENT ACT 1987
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2
1 : 50
Sand Filter Typ. Detail 1 - Section 1



3
1 : 50
Sand Filter Typ. Detail 1 - Section 2



At:
 844-858 Swan Bay Road,
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No.	Description	Date
1	Iss. 01	18 Apr 23

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Land Application Area Details

Sand Filter Details 1		C2
Project number	BRC02 - 01	
Checked by	T Tudor	
Drawn by	S Mason	
Approved by	TT	
Scale	@ A3	1 : 50

Construction Specifications		Filter Sand Specifications	Top Soil Specifications
Liner	Canvacon required if water table is close to surface.	All filter sand must be clean washed sand which complies with the following requirements: A. effective size between 0.25mm and 0.6mm (0.4mm -1.0mm for intermittent or recirculating and 0.6mm - 1.0mm for polishing sand filters) B. uniformly coefficient less than four C. clay and fine silt less than 5% by volume.	Imperative that no more than 250-300mm good quality topsoil is placed on top of Sand Filter. This soil must be mounded with high quality organic loam to shed Stormwater and support vegetative growth. Backfilling with clay is not permitted as it likely to 'seal' the system and give rise to anaerobic conditions.
Distribution box	Minimum internal width 250mm.		
Distribution pipes	Slotted 90mm plastic pipe (Complying with AS2439).		
Inlet from septic	100mm Sewer Grade Plastic Pipe (Complying with AS1260).		
Collection pipe	100mm Sewer Grade Plastic Pipe (Complying with AS1260).		
Pump chamber	<ul style="list-style-type: none"> Minimum internal diameter 750mm. Base of chamber 1000mm below sand filter outlet invert. 		
Alarm float	100mm above cut in.		
Pressure main	Minimum 40mm diameter.		
Alarm	An alarm or light indicating a pump failure must be fitted to the pump well or within the building being serviced by the septic system.		

Sand Filter Specifications

1 1 : 1

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No.	Description	Date
1	ISS 01	18 Apr 23

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Land Application Area Details

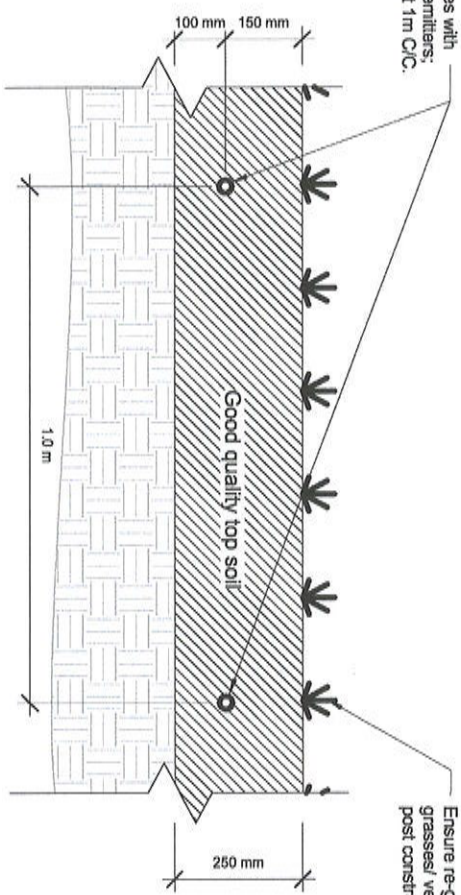
Sand Filter Details 2		C3
Project number	BRO02 - 01	
Checked by	T Tudor	
Drawn by	S Mason	
Approved by	T Tudor	
		Scale @ A3 1 : 1



At:
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 Mannerim, VIC 3222

- Notes:
- Geofabric Irrigation lines (sub-surface textile irrigation) are recommended for optimal performance.

Sub-surface drip irrigation lines with pressure compensating drip emitters; or, geofabric irrigation lines at 1m C/C.



Endorsed Plan
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Subsurface Irrigation Area Construction

- Secondary treatment system – the irrigation pump must provide a minimum 20 m head and a flow rate that matches the design output of the selected drip line. Flow rate will vary depending on emitter spacing, flow rate and lineal meters of line. A full hydraulic design must be carried out by installer when selecting products. The land application area should be capable of discharging a minimum of 80 L/min.
- Filtration and flushing mechanism – a field flush valve must be installed on the return line to facilitate periodic flushing to the treatment tank. An additional filter flush valve should be installed downstream of the field flush valve. A 100-150 micron cylindrical filter should be installed and cleaned regularly. Where there are potential problems in returning irrigation fluid flush back to the treatment tank, a small (approximately 3 m x 0.6 m) absorption area sited below the effluent irrigation area can be used to accommodate the flushed effluent.
 An automatic, hydraulically operated sequencing valve should be installed to deliver effluent evenly to the two areas if reserve area employed.
- Air release valves must be installed at high points in each area. Additional air release valves may be required in undulating terrain.
- Check valves are required for each irrigation field to facilitate periodic flushing.
- Distribution manifolds should be 25 mm UPVC or polyethylene pipe buried 300 mm below the ground surface.
- Flushing return manifold should be 25 mm UPVC or polyethylene pipe buried 100-150 mm below the ground surface within the irrigation area. Outside this area, the pipe must be buried at a minimum of 300 mm depth.
- Pressure compensating subsurface drip line laterals (typically 16 mm) with emitters and laterals at approximately 600 mm spacings (maximum 1,000 mm spacings) and buried to a depth 150-250mm in good quality top soil. Only subsurface drip line specifically designed for effluent irrigation must be used.
-

1
 1 : 10
Sub-surface Drip Irrigation



At:
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 Mannerim, VIC 3222

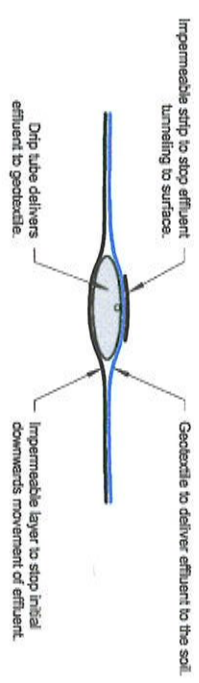
No.	Description	Date
1	Iss. 01	18 Apr 23

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Land Application Area Details

Sub-surface Irrigation Details	
Project number	BRO02 - 01
Checked by	T Tudor
Drawn by	S Mason
Approved by	T Tudor
Scale	@ A3 As indicated

2
 1 : 2
Geofabric Irrigation Lines



Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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