

DATED

2024

**LANCE ROBERT MANN AND MARGARET ANNE CONWAY-MANN**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 1258 Blackgate Road, Freshwater Creek VIC 3217**



**GEELONG PROPERTY  
CONVEYANCING**

Always here for you.

**Geelong Property Conveyancing**

163D Malop Street  
GEELONG VIC 3220  
Tel: 0499 813 462  
Ref: MVB:GPC-23/2633

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 Real Estate\*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

**Property address**                    **1258 Blackgate Road, Freshwater Creek VIC 3217**

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

The terms of this contract are contained in the -

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as 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 ...../...../2024

**Print names(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)

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2024

**Print name(s) of person(s) signing:**            LANCE ROBERT MANN AND MARGARET ANNE CONWAY-MANN

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

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- 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 by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

### Particulars of sale

#### Vendor's estate agent

|          |  |      |      |                     |
|----------|--|------|------|---------------------|
| Name:    | Elders Geelong                                   |      |      |                     |
| Address: | Suite 15, 400 Pakington Street, Newtown VIC 3220 |      |      |                     |
| Email:   | peter.Lindeman@elders.com.au                     |      |      |                     |
| Tel:     | 03 5225 5000                                     | Mob: | Fax: | Ref: Peter Lindeman |

#### Vendor

|          |   |  |  |
|----------|---|--|--|
| Name:    | Lance Robert Mann and Margaret Anne Conway-Mann |  |  |
| Address: | 13 Mayfair Drive, Newtown VIC 3220              |  |  |
| ABN/ACN: |   |  |  |
| Email:   | lrmann53@gmail.com                              |  |  |

#### Vendor's legal practitioner or conveyancer

|          |   |      |     |                      |
|----------|---|------|-----|----------------------|
| Name:    | Geelong Property Conveyancing           |      |     |                      |
| Address: | 163D Malop Street Geelong Victoria 3220 |      |     |                      |
| Email:   | matthew@gpconveyancing.com.au           |      |     |                      |
| Tel:     | 0499 813 462                            | Fax: | DX: | Ref: MVB:GPC-23/2633 |

#### Purchaser

|          |  |  |  |
|----------|--|--|--|
| Name:    |  |  |  |
| Address: |  |  |  |
| ABN/ACN: |  |  |  |
| Email:   |  |  |  |

#### Purchaser's legal practitioner or conveyancer

|          |      |     |      |
|----------|------|-----|------|
| Name:    |      |     |      |
| Address: |      |     |      |
| Email:   |      |     |      |
| Tel:     | Fax: | DX: | Ref: |

#### Land (general conditions 3 and 9)

The land is described in the table below –

| Certificate of Title reference | being lot | on plan    |
|--------------------------------|-----------|------------|
| Volume 10247 Folio 478         | 2         | PS 338348X |

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 1258 Blackgate Road, Freshwater Creek VIC 3217

**Goods sold with the land** (general condition 2.3(f)) (list or attach schedule)

NIL – vacant land

**Payment** (general condition 11)

Price \$

Deposit \$ By (of which \$ has been paid)

Balance \$ payable at settlement

**GST** (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words 'farming business' or 'going concern' in this box

**farming business**

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

**Settlement** (general condition 10)

**is due on**

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

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

**Lease** (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general condition 1.1.

If 'subject to lease' then particulars of the lease are\*:

(\*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

\*residential tenancy agreement for a fixed term ending on

OR

\*periodic residential tenancy agreement determinable by notice

OR

\*lease for a term ending on with options to renew, each of years.

**Terms contract** (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words 'terms contract' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

**Loan** (general condition 14)

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

Lender:

Loan amount:

Approval date:

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

**special conditions**

## Special Conditions

**A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.**

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

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

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**Special condition 1 – Payment**

General condition 11 is replaced with the following:

**11. PAYMENT**

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

**Special condition 2 – Acceptance of title**

General condition 12.4 is added:

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

**Special condition 3 – Tax invoice**

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus

GST" or under general condition 13.1(a), (b) or (c),  
the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST,  
until a tax invoice has been provided.

**Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The Purchaser must provide copies of all certificates, searches, and other information obtained by the Purchaser used to calculate the adjustments under general condition 15, if requested by the Vendor. Should the Purchaser fail to obtain and provide certificates, then the adjustments will be calculated as having been paid in full by the Vendor and the relevant adjustments recorded. The Purchaser acknowledges that in such instance they forfeit any right and/or ability to adjust at or after settlement.

**Special condition 5 - Foreign resident capital gains withholding**

General condition 15A is added:

**15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, 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.
- 15A.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.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 15A.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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**Special condition 5A – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

**15B. GST WITHHOLDING**

- 15B.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.
- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 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.
- 15B.4 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.
- 15B.5 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.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 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 settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 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.
- 15B.10 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.
- 15B.11 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 the vendor's failure, including breach of a warranty in general condition 15B.10; 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.

15B.12 This general condition will not merge on settlement.

**Special condition 6 – Service**

General condition 17 is replaced with the following:

**17. SERVICE**

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 A document is sufficiently served:
  - (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

**Special condition 7 – Notices**

General condition 21 is replaced with the following:

**21. NOTICES**

- 21.1 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.
- 21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

**Special condition 8 – Electronic conveyancing**

- 8.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.



- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 8.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 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.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- 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 Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.



#### **Special condition 9 – Deposit bond**

- 9.1 In this special condition:
- (a) “deposit bond” means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
  - (b) “issuer” means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 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.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 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 30 days before the deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 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 special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.



#### **Special condition 10 – Bank guarantee**

- 10.1 In this special 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)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor’s legal practitioner or conveyancer.
- 10.3 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 30 days before the bank guarantee expires;

- (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 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 special condition 10.3.
- 10.5 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 special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

**Special condition 11 – Building report**

- 11.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special 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.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**Special condition 12 – Pest report**

- 12.1 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;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special 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.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

**Special condition 13 – Swimming Pool (if Applicable)**

- 13.1 If the Land includes a swimming pool, spa or pond ("Pool"), the Purchaser acknowledges and agrees that:
- (a) the Purchaser, as the new owner of the Property, has made their own enquiries regarding the obligations with respect to the Pool and any existing or required safety barriers located at the Property;
  - (b) from signing the Purchaser will be responsible to comply with the Building Act 1993 (Vic) and its Regulations (including any amendments to the Building Act 1993) in relation to a Pool and the required safety barriers;
  - (c) the Purchaser shall not make any claim against the Vendor in relation to the Pool or any existing or required safety barriers;
  - (d) the Purchaser shall indemnify the Vendor against all costs associated with the Pool including any existing safety barriers; and
  - (e) Neither the Vendor nor the Vendor's Estate Agent has made any representations or warranties in relation to the Pool or any safety barriers.

**Special condition 14 – Solar Panels (if Applicable)**

- 14.1 If there are any solar panels on the Land, the Purchaser acknowledges and agrees that:
- (a) whether or not any benefits currently provided to the Vendor by Agreement with the current energy service provider (including feed in tariffs) pass to the Purchaser on the sale of the Land is a matter for enquiry and confirmation by the Purchaser, and the Vendor makes no warranty or representation in this regard;
  - (b) the Purchaser will make his own negotiations with the current energy supplier or an energy supplier of the Purchaser's choice with regard to feed in tariffs for any electricity generated or any benefit provided by the solar panels;
  - (c) the Vendor nor the Vendor's Estate Agent have made any representations or warranties with respect to the solar panels or their state of repair or purpose which they were installed.

**Special condition 15 – Public Auction (if Applicable)**

- 15.1 The property is offered for sale by public auction subject to the vendor's reserve price. The rules for the conduct of the auction

shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

**Special condition 16 – Dwelling**

- 16.1 Any improvements on the property, including but not limited to, any buildings, alterations or additions, swimming pool or spa, are 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 in relation to compliance with the Building Act 1993, Victorian Building Regulations, municipal bylaws, relevant statutes, or any regulation thereunder or any repealed laws under which the improvements were constructed, including the issue or non-issue of Building Permits, Builders Warranty Insurance, in respect of building works and/or compensation of inspections by the relevant authorities.
- 16.2 In respect to any improvements in accordance with Special Condition 16.1, any failure to comply with any one or more of those laws (of their statutory successors) shall not, and shall be deemed not to constitute a defect in the Vendors Title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.
- 16.3 It is the Purchasers responsibility to measure the property prior to purchase to ensure that the measurements correspond with the measurements on the Title as a Purchaser cannot claim any compensation from a vendor for any discrepancy in measurements discovered after signing of the Contract.
- 16.4 The property may contain asbestos or other hazardous materials having regard to the property's age and state of repair.

**Special condition 17**

- 17.1 General Conditions 8 and 24.3 – 24.6 do not apply to this Contract.

**Special condition 18**

- 18.1 General condition 14.2 (c) herein shall be deleted and substituted to read as follows: -(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan from approved lending institution, (a letter from the broker is not deemed acceptable under this contract), on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor. Such notice must be on a formal letter head from the approved lending institution which the loan application was applied to.

**Special condition 19**

- 19.1 General Condition 15.2 (b) to (d) and the adjustment of land tax apply only where adjustment of land tax is permitted by law. For contracts entered into or after 1 January 2024, for the purposes of General Condition 15, periodic outgoings do not include Land Tax.

**Special condition 20 – Christmas and New Year Settlements**

- 20.1 Christmas and New Year settlements
- a. Settlement of this contract is not to take place between 21 December 2024 and 12 January 2025 inclusive.
- b. If a date within that range is written into the contract particulars as the settlement date, the contract is amended such that the settlement date will be 13 January 2025 unless the parties agree in writing otherwise).
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# General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations 2008*

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## Title

### 1. ENCUMBRANCES

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

### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work 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*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

### 3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 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.

#### 4. SERVICES

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

#### 5. CONSENTS

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

#### 6. TRANSFER

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

#### 7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 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 7.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(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.

- 7.11 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.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## 8. BUILDER WARRANTY INSURANCE

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

## 9. GENERAL LAW LAND

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

## Money

### 10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

### 11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act* 1959 (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides 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 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.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is 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.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

**14. LOAN**

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

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

**15. ADJUSTMENTS**

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is 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.

## Transactional

**16. TIME**

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

**17. SERVICE**

17.1 Any document sent by—

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

**18. NOMINEE**

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

**19. LIABILITY OF SIGNATORY**

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

**20. GUARANTEE**

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

**21. NOTICES**

The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that



responsibility where action is required before settlement.

## **22. INSPECTION**

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

## **23. TERMS CONTRACT**

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

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

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

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

## **24. LOSS OR DAMAGE BEFORE SETTLEMENT**

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **25. BREACH**

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

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

## **Default**

### **26. INTEREST**

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

## **27. DEFAULT NOTICE**

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

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of 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.

## **28. DEFAULT NOT REMEDIED**

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

**GUARANTEE and INDEMNITY**

I/We, ..... of  
.....

and..... of  
.....

being the **Sole Director / Directors** of ..... of  
..... (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: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) 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 ..... 2024

SIGNED by the said )

Print Name: )

..... )  
Director (Sign)

in the presence of: )

Witness: ..... )



GEELONG PROPERTY  
CONVEYANCING

Always here for you.

## **SECTION 32**

Vendor: Lance Robert Mann and Margaret Anne Conway-  
Mann

Property: 1258 Blackgate Road, Freshwater Creek VIC  
3217

GEELONG PROPERTY CONVEYANCING  
163D Malop Street  
GEELONG VIC 3220  
P. 0499 813 462  
E. [matthew@gpconveyancing.com.au](mailto:matthew@gpconveyancing.com.au)


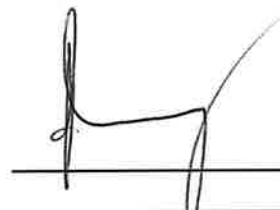
# Vendor Statement

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.

|             |
|-------------|
| <b>Land</b> |
|-------------|

|                    |   |                 |
|--------------------|---|-----------------|
| Vendor's name      | Lance Robert Mann   | Date<br>15/8/24 |
| Vendor's signature | <br>_____  |                 |
| Vendor's name      | Margaret Anne Conway-Mann   | Date<br>15/8/24 |
| Vendor's signature | <br>_____ |                 |

|                       |       |             |
|-----------------------|-------|-------------|
| Purchaser's name      |       | Date<br>/ / |
| Purchaser's signature | _____ |             |
| Purchaser's name      |       | Date<br>/ / |
| Purchaser's signature | _____ |             |

**1. FINANCIAL MATTERS**

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

(a)  Their total does not exceed: \$6,000.00

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

|        |    |  |
|--------|----|--|
| \$0.00 | 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):

Is in the attached copies of title document/s

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

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 within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

**3.4 Planning Scheme**

Attached is a certificate with the required specified information.

**4. NOTICES**

**4.1 Notice, Order, Declaration, Report or Recommendation**

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

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:

NIL

**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:

NIL

**5. BUILDING PERMITS**

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

Not Applicable

**6. OWNERS CORPORATION**

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

Not Applicable

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

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

Not Applicable

**8. SERVICES**

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

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

**9. TITLE**

Attached are copies of the following documents:

9.1  (a) Registered Title

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

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

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

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.*

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

### 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 2000m<sup>2</sup>; (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.)*

As attached

## 13. ATTACHMENTS

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

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

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

|  |
|--|
|  |
|--|





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

VOLUME 10247 FOLIO 478

Security no : 124117024507B  
Produced 30/07/2024 10:48 AM

**LAND DESCRIPTION**

Lot 2 on Plan of Subdivision 338348X.  
PARENT TITLES :  
Volume 07076 Folio 077  
Volume 10245 Folio 332 to Volume 10245 Folio 333  
Created by instrument PS338348X 30/08/1995

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
LANCE ROBERT MANN  
MARGARET ANNE CONWAY-MANN both of 13 MAYFAIR DRIVE NEWTOWN VIC 3220  
AE866490R 30/01/2007

**ENCUMBRANCES, CAVEATS AND NOTICES**

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AY184229F 08/07/2024

**DIAGRAM LOCATION**

SEE PS338348X FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

| NUMBER        | AGREEMENT | STATUS     | DATE       |
|---------------|-----------|------------|------------|
| AY184229F (E) | AGREEMENT | Registered | 11/07/2024 |

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

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

Street Address: 1258 BLACKGATE ROAD FRESHWATER CREEK VIC 3217

DOCUMENT END



# Imaged Document Cover Sheet


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

|   |                         |
|---|-------------------------|
| Document Type                                   | <b>Plan</b>             |
| Document Identification                         | <b>PS338348X</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>2</b>                |
| Document Assembled                              | <b>30/07/2024 10:48</b> |

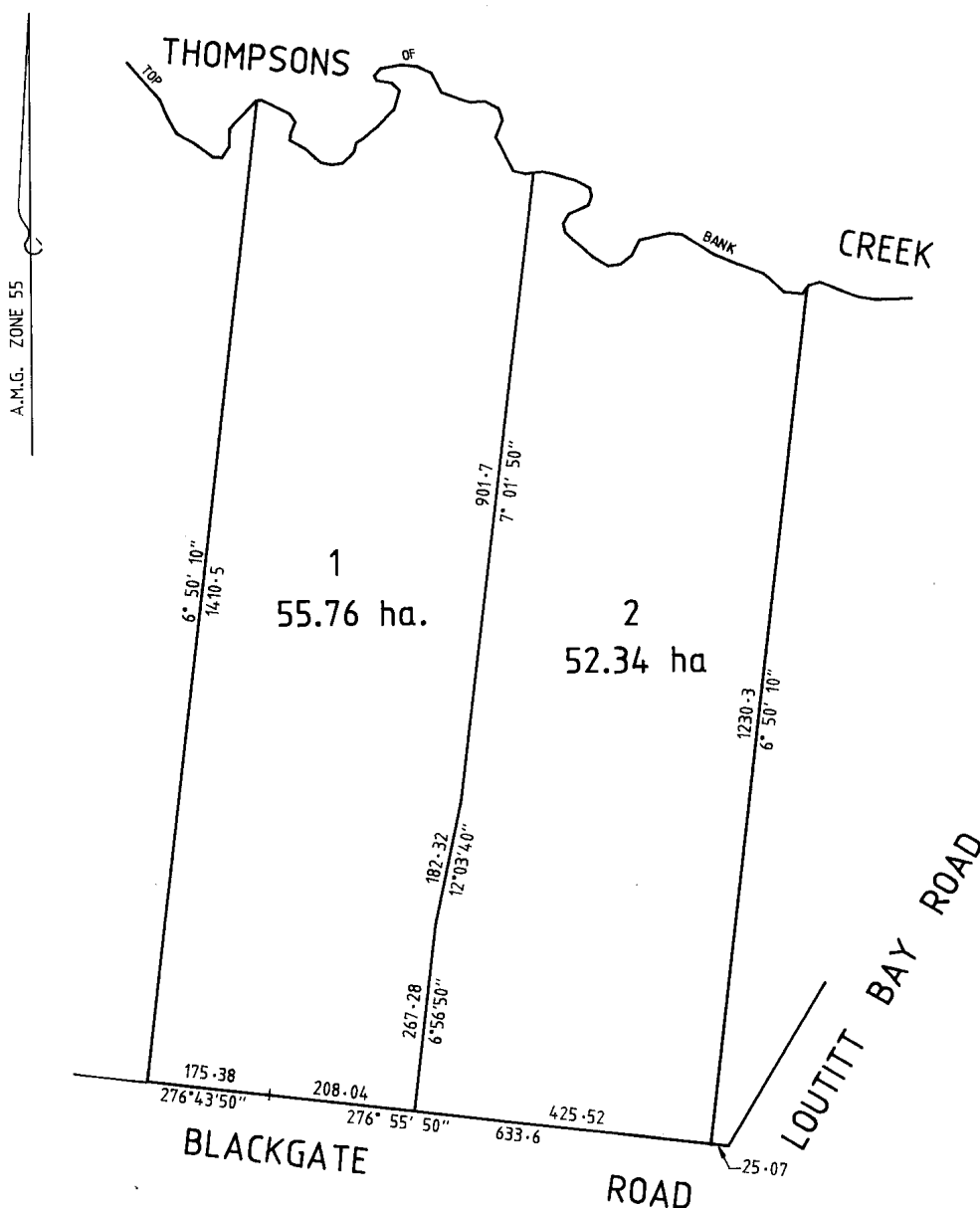
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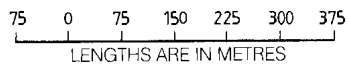
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|   |                     |  |                                  |  |
|---|---------------------|--|----------------------------------|--|
| <b>PLAN OF SUBDIVISION</b>  |                     | STAGE No.  | LTO USE ONLY<br><b>EDITION 1</b> | PLAN NUMBER<br><b>PS 338 348 X</b>                               |
| <p><b>LOCATION OF LAND</b></p> <p>PARISH: PUEBLA</p> <p>TOWNSHIP: _____</p> <p>SECTION: _____</p> <p>CROWN ALLOTMENT: 1A</p> <p>CROWN PORTION: 1 &amp; 2</p> <p>LTO BASE RECORD: PARISH PLAN (34211)<br/>TITLE REFERENCES: VOL.7076, FOL.077,<br/>VOL.10245 FOL.332/3</p> <p>LAST PLAN REFERENCE/S:</p> <p>POSTAL ADDRESS: BLACKGATE ROAD<br/>(At time of subdivision) FRESHWATER CREEK, 3216</p> <p>AMG Co-ordinates<br/>(of approx centre of land<br/>in plan) E 260 500 ZONE: 55<br/>N 5 760 000</p> |                     | <p style="text-align: center;"><b>COUNCIL CERTIFICATION AND ENDORSEMENT</b></p> <p>COUNCIL NAME: SURFCOAST SHIRE. REF: S 19 31</p> <p>1. This plan is certified under Section 6 of the Subdivision Act 1988.</p> <p><del>2. This plan is certified under Section 11(7) of the Subdivision Act 1988.</del><br/><del>Date of original certification under Section 6: / /</del></p> <p>3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</p> <p>OPEN SPACE</p> <p>(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made.</p> <p><del>(ii) The requirement has been satisfied.</del></p> <p><del>(iii) The requirement is to be satisfied in Stage .....</del></p> <p>Council Delegate<br/><del>Council Seal</del><br/>Date 3 / 3 / 1995</p> <p>Re-certified under Section 11(7) of the Subdivision Act 1988.</p> <p>Council Delegate<br/>Council Seal<br/>Date / /</p> |                                  |  |
| <b>VESTING OF ROADS AND/OR RESERVES</b>   |                     |  |                                  |  |
| IDENTIFIER  | COUNCIL/BODY/PERSON |  |                                  |  |
| NIL   | NIL                 |  |                                  |  |
| <b>NOTATIONS</b>  |                     |  |                                  |  |
| STAGING This is/ is not a staged subdivision.<br>Planning permit No.  |                     |  |                                  |  |
| DEPTH LIMITATION 15.24 METRES BELOW THE SURFACE APPLIES ONLY<br>TO THAT PART OF THE LAND BEING CROWN ALLOTMENT 1A.  |                     |  |                                  |  |
| <b>WATERWAY NOTATION: LAND IN THIS PLAN MAY ABUT CROWN<br/>LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE</b>   |                     |  |                                  |  |
| SURVEY THIS PLAN IS/IS NOT BASED ON SURVEY<br>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s)<br>IN PROCLAIMED SURVEY AREA No.   |                     |  |                                  |  |
| <b>EASEMENT INFORMATION</b>   |                     |  |                                  | <b>LTO USE ONLY</b>  |
| LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)  |                     |  |                                  | STATEMENT OF COMPLIANCE/<br>EXEMPTION STATEMENT                  |
| Easement Reference  | Purpose             | Width (Metres)   | Origin                           | Land Benefited/in Favour Of                                      |
|   |                     |  |                                  |  |
|   |                     |  |                                  | RECEIVED <input checked="" type="checkbox"/>                     |
|   |                     |  |                                  | DATE 25 / 7 / 95   |
|   |                     |  |                                  | <b>LTO USE ONLY</b>  |
|   |                     |  |                                  | PLAN REGISTERED  |
|   |                     |  |                                  | TIME 12 : 40   |
|   |                     |  |                                  | DATE 30 / 8 / 95   |
|   |                     |  |                                  | <i>K Osstone</i><br>Assistant Registrar of Titles                |
|   |                     |  |                                  | SHEET 1 OF 2 SHEETS  |
| <br>ACN. 006 256 702<br>ALL GENERAL SURVEYING PTY. LTD.<br>68 GHERINGHAP STREET GEELONG 3220<br>TELEPHONE: (052) 21 2477   |                     | LICENSED SURVEYOR (PRINT) ..... <b>IAN A. BENT</b> .....<br>SIGNATURE ..... DATE 9 / 9 / 94<br>REF 3248 VERSION 00   |                                  | DATE / /<br>COUNCIL DELEGATE SIGNATURE<br>ORIGINAL SHEET SIZE A3 |

|                            |           |                                    |
|----------------------------|-----------|------------------------------------|
| <b>PLAN OF SUBDIVISION</b> | STAGE No. | PLAN NUMBER<br><b>PS 338 348 X</b> |
|----------------------------|-----------|------------------------------------|



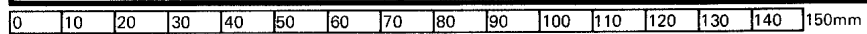
ACN. 008 258 702  
**ALL GENERAL SURVEYING PTY. LTD.**  
 98 GHERINGHAP STREET GEELONG 3220  
 TELEPHONE: (052) 21 2477



ORIGINAL  
 SCALE SHEET SIZE  
**1:7500** A3

LICENSED SURVEYOR (PRINT) **IAN A. BENT**  
 SIGNATURE ..... DATE **9 / 9 / 94**  
 REF **3248** VERSION **00**

SHEET 2 OF 2 SHEETS  
 DATE / /  
 COUNCIL DELEGATE SIGNATURE





# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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Produced 30/07/2024 10:52:56 AM

|                      |                        |                |           |
|----------------------|------------------------|----------------|-----------|
| Status               | Registered             | Dealing Number | AY184229F |
| Date and Time Lodged | 08/07/2024 03:21:11 PM |                |           |

### Lodger Details

|             |                 |
|-------------|-----------------|
| Lodger Code | 18776H          |
| Name        | HARWOOD ANDREWS |
| Address     |                 |
| Lodger Box  |                 |
| Phone       |                 |
| Email       |                 |
| Reference   | 22402341-7cmm   |

## APPLICATION TO RECORD AN INSTRUMENT

|              |          |
|--------------|----------|
| Jurisdiction | VICTORIA |
|--------------|----------|

### Privacy Collection Statement

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

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

10247/478

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

|               |                          |
|---------------|--------------------------|
| Name          | SURF COAST SHIRE COUNCIL |
| Address       |                          |
| Property Name | SURF COAST SHIRE OFFICE  |
| Street Number | 1                        |
| Street Name   | MERRIJIG                 |
| Street Type   | DRIVE                    |
| Locality      | TORQUAY                  |
| State         | VIC                      |
| Postcode      | 3228                     |



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

### Additional Details

Refer Image Instrument

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The applicant requests the recording of this Instrument in the Register.

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### Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

|                       |                                    |
|-----------------------|------------------------------------|
| Executed on behalf of | SURF COAST SHIRE COUNCIL           |
| Signer Name           | CLARE MARGARET MCKENNA             |
| Signer Organisation   | THE LANTERN LEGAL GROUP<br>PTY LTD |
| Signer Role           | LAW PRACTICE                       |
| Execution Date        | 08 JULY 2024                       |

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### File Notes:

NIL

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This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



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|   |                         |
|---|-------------------------|
| Document Type                                   | <b>Instrument</b>       |
| Document Identification                         | <b>AY184229F</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>9</b>                |
| Document Assembled                              | <b>30/07/2024 10:52</b> |

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# PLANNING PERMIT

Wadawurrung Country  
PO Box 350, Torquay, Victoria 3228  
1 Merrijig Drive, Torquay  
P: (03) 52621 0600  
E: [planningapps@surfcoast.vic.gov.au](mailto:planningapps@surfcoast.vic.gov.au)

|                               |  |
|-------------------------------|--|
| <b>Planning Scheme:</b>       | Surf Coast Planning Scheme                                   |
| <b>Responsible authority:</b> | Surf Coast Shire Council                                     |
| <b>PERMIT No.:</b>            | 23/0023  |
| <b>ADDRESS OF THE LAND:</b>   | 1258 Blackgate Road, FRESHWATER CREEK<br>(LOT: 2 PS: 338348) |
| <b>Property No.:</b>          | 180125   |

## THE PERMIT ALLOWS:

| Planning Scheme Clause No. | Description of what is allowed  |
|----------------------------|---|
| 35.07-1 (FZ)               | Use of the land for a dwelling  |
| 35.07-4 (FZ)               | Construct a building or construct or carry out works associated with a use in Section 2 |

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

### Commencement of Permit

1. This permit will operate from the issued date of this permit.

### Endorsed Plans

2. The development as shown on the approved and endorsed plans must not be altered without the written consent of the responsible authority.

### Prior to the Commencement of Development

3. Prior to the commencement of buildings and works associated with the dwelling, the following must be undertaken in accordance to any requirements as set out in the Farm Management Plan, Prepared by EnProve Ag & Environment dated 6 November 2023 to the satisfaction of the responsible authority.

**Date Issued:** 7 May 2024

**Date Amended:** None

**Signature for the responsible authority:**

*Mathew Mentuszka*

**Notes:**

1. Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.
2. Amendment of the permit does not change the date on which the permit was issued. Permit expiry will be measured from the date issued.



- a) Construct all fencing for designated paddocks and repair all existing fencing within the site.
  - b) Introduce first cattle on the site and commence breeding program.
  - c) Carry out all pest and weed control.
  - d) Carry out revegetation within all designated areas, including shelterbelts along the site perimeter and Thompson Creek. The revegetation must include river red gums and dead stags within the Thompson Creek corridor, and fully fenced off from cattle.
4. Prior to the issue of a Building Permit and after the works as described under condition 3 have been complete, the applicant/owner must contact the Responsible Authority to arrange an inspection of these works. No buildings and works associated with the dwelling must occur without the written consent of the Responsible Authority advising the satisfactory completion of condition 3.

### **Section 173 Agreement**

5. Before the development starts the owner must enter into an agreement with the responsible authority made pursuant to section 173 of the Planning and Environment Act 1987, and make application to the Registrar of Titles to have the agreement registered on title to the land under section 181 of the Act, which provides for the following:
- a) The owner of the land must contact the Responsible Authority to arrange an inspection of the works required under condition 3 prior to the issue of a Building Permit. No buildings and works associated with the dwelling must occur without the written consent of the Responsible Authority advising the satisfactory completion of condition 3.
  - b) The owner of the land must at all times comply with the endorsed Farm Management Plan, Prepared by EnProve Ag & Environment dated 6 November 2023, or as amended to the satisfaction of the Responsible Authority.
  - c) The owner of the land must provide an annual report to the satisfaction of the Responsible Authority on the anniversary of the issuance of the Occupancy Permit. The report must outline how the land has been managed in accordance with the above Land Management Plan.

The owner must pay the costs of preparation, review, execution and registration of the agreement.

### **Conditions Required by the Farming Zone to Use Land for a Dwelling**

6. Access to the dwelling must be provided via an all-weather road with dimensions adequate to accommodate emergency vehicles.
7. The dwelling must be connected to a reticulated sewerage system, if available. If reticulated sewerage is not available, all wastewater 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.
8. 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.
9. The dwelling must be connected to a reticulated electricity supply or have an alternative energy source.

**Date Issued:** 7 May 2024

**Signature for the responsible authority:**

**Date Amended:** None

*Mathew Mentuszka*

**Notes:**

1. Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.
2. Amendment of the permit does not change the date on which the permit was issued. Permit expiry will be measured from the date issued.

### Vehicle Access and Parking

10. Before the occupation of the development, the area(s) set-aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:
- Constructed.
  - properly formed to such levels that they can be used in accordance with the plans.
  - surfaced with an all-weather-seal coat.
  - Drained.
- to the satisfaction of the responsible authority. Car spaces, access lanes and driveways must be kept available for these purposes at all times.

### Expiry

11. This permit will expire if one of the following circumstances applies:
- The development is not started within two years of the date of this permit.
  - The development is not completed within four years of the date of this permit.
- In accordance with Section 69 of the *Planning and Environment Act 1987*, an application may be submitted to the Responsible Authority for an extension of the periods referred to in this condition.

### USEFUL INFORMATION:

(the following information does not form part of this permit)

- The permitted use or development may need to comply with, or obtain the following further approvals:
  - A building permit under the *Building Act 1993*.
  - A "Non-Utility - Minor Works" permit shall be obtained from the Coordinating Road Authority defined in the *Roads Management Act 2004* prior to any works being undertaken in road reserves.
  - The recommendations of a cultural heritage management plan approved under the *Aboriginal Heritage Act 2006*.
  - The requirements of the *Fences Act 1968*
- The following requirements apply to vehicle crossings and driveways:
  - Vehicle crossings shall be constructed in reinforced concrete or other approved material;
  - New vehicle crossings to suit the proposed driveways shall be constructed;
  - Redundant vehicle crossings shall be removed and kerb and channel or other approved road edgings reinstated to suit existing works;
  - Pathways shall be replaced with a section capable of sustaining traffic loadings where vehicle crossings are constructed or relocated;
  - Entrance culverts with endwalls and suitable pavement material must be constructed to suit the proposed driveways to the satisfaction of the responsible authority.

**Date Issued:** 7 May 2024

**Signature for the responsible authority:**

**Date Amended:** None

*Mathew Mentuszka*

Notes:

- Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.
- Amendment of the permit does not change the date on which the permit was issued. Permit expiry will be measured from the date issued.

# 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**.)

## When does a permit begin?

A permit operates:

- a. from the date specified in the permit; or
- b. if no date is specified, from
- c.
  - (i) the date of decision of the Victorian Civil & 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-
  - (a) the development or any stage of it does not start within the time specified in the permit; or
  - (b) 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 permit, unless the permit contains a different provision; or
  - (c) 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 in the case of subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. a permit for the **use** of land expires if –
  - (a) the use does not start within the time specified in the permit, or if no time is specified, within two years of the issue or the permit; or
  - (b) the use is discontinued for a period of two years.
3. a permit for the **development and use** of land expires if –
  - (a) the development or any stage of it does not start within the time specified in the permit; or
  - (b) 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
  - (c) the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion date of the development; or
  - (d) 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 any combination of use, development, or any of those circumstances, requires certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision-
  - (a) the use or development of any stage is to be taken to have started when the plan is certified; and
  - (b) the permit expires if the plan is not certified within two years of the issue of a permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before expiry.

## What about reviews?

- The person who applies 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 & Administrative Tribunal where, 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 appeal must be lodged within 60 days after giving of that notice.
- An application for review is lodged with the Victorian Civil & Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil & 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 the application for review must also be served on the responsible authority.
- Details about applications for review and the fee payable can be obtained from the Victorian Civil & Administrative Tribunal.

# HARWOOD ANDREWS

## SECTION 173 AGREEMENT PLANNING AND ENVIRONMENT ACT 1987

**SURF COAST SHIRE COUNCIL**  
Responsible Authority

- and -

**LANCE ROBERT MANN AND MARGARET ANNE CONWAY-MANN**  
Registered Land Owner

in relation to land at:

**1258 BLACKGATE ROAD, FRESHWATER CREEK**

Tanner Redden:22104437

Harwood Andrews  
ABN 98 076 868 034  
70 Cheringhap Street,  
Geelong 3220, Victoria, Australia  
DX 22019 Geelong  
PO Box 101 Geelong Vic 3220

T 03 5225 5225 F 03 5225 5222

THIS AGREEMENT is made the 8<sup>th</sup> day of July 2024

**PARTIES:**

1. **Surf Coast Shire Council** of 1 Merrijig Drive, Torquay 3228  
(Responsible Authority)
2. **Lance Robert Mann and Margaret Anne Conway-Mann** both of 13 Mayfair Drive, Newtown 3220  
(Owner)

**RECITALS:**

- R.1. The Owner is the registered proprietor of the land known as 1258 Blackgate Road, Freshwater Creek, being the land described in Certificate of Title Volume 10247 Folio 478 (Land).
- R.2. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- R.3. The Responsible Authority issued planning permit number 23/0023-1 on 7 May 2024 (corrected 22 May 2024) allowing use of the Land for a dwelling and to construct a building or construct or carry out works associated with a use in Section 2 (Permit).
- R.4. Conditions 3, 4 and 5 of the Permit provide as follows:

***Prior to the Commencement of Development***

3. *Prior to the commencement of buildings and works associated with the dwelling, the following must be undertaken in accordance to any requirements as set out in the Farm Management Plan, Prepared by EnProve Ag & Environment dated 6 November 2023 to the satisfaction of the responsible authority.*
  - a) *Construct all fencing for designated paddocks and repair all existing fencing within the site.*
  - b) *Introduce first cattle on the site and commence breeding program.*
  - c) *Carry out all pest and weed control.*
  - d) *Carry out revegetation within all designated areas, including shelterbelts along the site perimeter and Thompson Creek. The revegetation must include river red gums and dead stags within the Thompson Creek corridor, and fully fenced off from cattle.*
4. *Prior to the issue of a Building Permit and after the works as described under condition 3 have been complete, the applicant/owner must contact the Responsible Authority to arrange an inspection of these works. No buildings and works associated with the dwelling must occur without the written consent of the Responsible Authority advising the satisfactory completion of condition 3.*

***Section 173 Agreement***

5. *Before the development starts the owner must enter into an agreement with the responsible authority made pursuant to section 173 of the Planning and Environment Act 1987, and make application to the Registrar of Titles to have the agreement registered on title to the land under section 181 of the Act, which provides for the following:*
  - a) *The owner of the land must contact the Responsible Authority to arrange an inspection of the works required under condition 3 prior to the issue of a Building Permit. No buildings and works associated with the dwelling must occur without the written consent of the Responsible Authority advising the satisfactory completion of condition 3.*

- b) *The owner of the land must at all times comply with the endorsed Farm Management Plan, Prepared by EnProve Ag & Environment dated 6 November 2023, or as amended to the satisfaction of the Responsible Authority.*
- c) *The owner of the land must provide an annual report to the satisfaction of the Responsible Authority on the anniversary of the issuance of the Occupancy Permit. The report must outline how the land has been managed in accordance with the above Farm Management Plan.*

*The owner must pay the costs of preparation, review, execution and registration of the agreement.*

R.5. This Agreement is entered into between the Responsible Authority and the Owner pursuant to section 173 of the Act in order to meet the requirements of condition 5 of the Permit and to achieve the objectives of planning in Victoria.

#### **IT IS AGREED AS FOLLOWS:**

##### **1. DEFINITIONS**

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. **Act** means the *Planning and Environment Act 1987* (Vic).
- 1.2. **Annual Report** means the report:
  - 1.2.1. required under the Permit to be prepared by the Owner and submitted to the Responsible Authority in accordance with this Agreement;
  - 1.2.2. detailing how the Land has been managed in accordance with the Farm Management Plan.
- 1.3. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.4. **Building Permit** means a building permit issued under the *Building Act 1993* (Vic).
- 1.5. **Current Address for Service**
  - 1.5.1. for the Responsible Authority means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the website of the Responsible Authority; and
  - 1.5.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Responsible Authority for any purpose or purposes relating to the Land.
- 1.6. **Current Email Address for Service**
  - 1.6.1. for the Responsible Authority means any email address listed on the website of the Responsible Authority; and
  - 1.6.2. for the Owner means any email address provided by the Owner to the Responsible Authority for the express purpose of electronic communication regarding this Agreement.
- 1.7. **Dwelling** has the same meaning as in the Planning Scheme and for the purpose of this Agreement means the Dwelling approved under the Permit.

- 1.8. **Farm Management Plan** means the farm management plan prepared by EnProve Ag & Environment dated 6 November 2023, endorsed by the Responsible Authority on 7 May 2024, as amended from time to time with the prior written consent of the Responsible Authority.
- 1.9. **Land** means the land described in Recital R.1 and any reference to the Land includes any lot created by the subdivision of the Land or any part of it.
- 1.10. **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.
- 1.11. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.12. **Occupancy Permit** means an occupancy permit issued under the Building Act 1993 (Vic).
- 1.13. **Owner's Obligations** means the covenants, promises, agreements, indemnities, undertakings and warranties given by the Owner under this Agreement including the specific obligations imposed under clause 3.
- 1.14. **party** or **parties** means the Owner and the Responsible Authority under this Agreement as appropriate.
- 1.15. **Permit** means the planning permit issued by the Responsible Authority described in Recital R.3 including the plans endorsed under it and as amended from time to time, or any subsequent permit issued by the Responsible Authority.
- 1.16. **Planning Scheme** means the Surf Coast Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.17. **Pre-Development Works** means those works required under condition 3 of the Permit to be undertaken prior to the commencement of development on the Land.
- 1.18. **Register** and **Registrar** have the same meaning as in the *Transfer of Land Act 1958* (Vic).
- 1.19. **Responsible Authority** means Surf Coast Shire Council in its capacity as:
- 1.19.1. the authority responsible for administering and enforcing the Planning Scheme; and
  - 1.19.2. a municipal council within the meaning of the *Local Government Act 2020* (Vic),
- and includes its agents, officers, employees, servants, workers and contractors and any subsequent person or body which is the responsible authority or municipal council.

## 2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.

- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

### **3. SPECIFIC OBLIGATIONS OF THE OWNER**

#### **Pre-Development Works**

The Owner acknowledges and agrees with the Responsible Authority that:

- 3.1. Prior to the issue of a Building Permit:
  - 3.1.1. the Owner must carry out and complete the Pre-Development Works;
  - 3.1.2. upon completion of the Pre-Development Works, the Owner must notify and arrange for inspection of the Pre-Development Works, by the Responsible Authority;
  - 3.1.3. the Pre-Development Works must be inspected and approved, in writing, by the Responsible Authority,all at the cost of the Owner and to the satisfaction of the Responsible Authority.
- 3.2. Buildings and works associated with the Dwelling must not be undertaken until such time as the Owner has received written approval of the Responsible Authority in accordance with Clause 3.1.3.

#### **Farm Management Plan**

The Owner acknowledges and agrees with the Responsible Authority that:

- 3.3. The Owner must implement and comply with the Farm Management Plan and manage the Land in accordance with the Farm Management Plan on an ongoing basis;



- 3.4. An Annual Report must be prepared and submitted to the Responsible Authority every year by no later than the anniversary date of the issue of the Occupancy Permit for the Dwelling,

all at the cost of the Owner, and to the satisfaction of the Responsible Authority.

#### 4. FURTHER COVENANTS OF THE OWNER

The Owner warrants and covenants with the Responsible Authority that:

- 4.1. It is the registered proprietor (or entitled to be so) of the Land.
- 4.2. Save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches.
- 4.3. Neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic).
- 4.4. It will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement.
- 4.5. It will within 28 days of written demand pay to the Responsible Authority the Responsible Authority's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
- 4.5.1. negotiation, preparation, execution and recording of this Agreement;
  - 4.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and
  - 4.5.3. determination of whether any of the Owner's obligations have been undertaken to the satisfaction of the Responsible Authority or to give consent to anything under this Agreement.

To the extent that such costs and expenses constitute legal professional costs, the Responsible Authority may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by the Responsible Authority and the Owner. Such costs payable by the Owner will include the costs and disbursements associated with the recording, cancellation or alteration of this Agreement in the Register.

- 4.6. It will do all that is necessary to enable the Responsible Authority to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document.
- 4.7. Until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

**5. FURTHER ASSURANCE**

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

**6. AMENDMENT**

This Agreement may be amended only in accordance with the requirements of the Act.

**7. NO WAIVER**

No waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement nor to be a waiver of or in any way release any party from compliance with any provision, condition or requirement in the future nor will any delay or omission of any party to exercise any right under this Agreement in any manner impair the exercise of such right accruing to it thereafter.

**8. NO FETTERING OF POWERS OF RESPONSIBLE AUTHORITY**

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

**9. INTEREST ON OVERDUE MONEYS**

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 120 of the *Local Government Act 2020* (Vic) and any payment made shall be first directed to payment of interest and then principal amount owing.

**10. NOTICES**

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery or by email to the Current Addresses for Service or Current Email Address for Service of the parties and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

- 10.1. not later than two business days after being deposited in the mail with postage prepaid;
- 10.2. when delivered by hand; or
- 10.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic).

**11. COSTS ON DEFAULT**

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Responsible Authority its reasonable costs of action taken to achieve compliance with this Agreement.

**12. INVALIDITY OF ANY CLAUSE**

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

**13. AGREEMENT BINDING ON SUCCESSORS OF OWNERS**

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

**14. JOINT OBLIGATIONS**

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

**15. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

**16. COUNTERPARTS, ELECTRONIC SIGNING AND EXCHANGE**

16.1. This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute this Agreement.

16.2. Execution by either or both parties of an email copy of this Agreement executed by that party, will constitute valid and binding execution of this Agreement by such party or parties.

16.3. The parties acknowledge and agree that this Agreement may be executed electronically in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* (Vic).

**17. COMMENCEMENT AND ENDING OF AGREEMENT**

17.1. This Agreement will commence:

17.1.1. on the date that it bears; or

17.1.2. if it bears no date, on the date it is recorded in the Register.

17.2. This Agreement will end by agreement between the parties or otherwise in accordance with the provisions of the Act.

**EXECUTED AS A DEED**

Signed on behalf of **THE SURF COAST SHIRE COUNCIL** by Dee Gomes, Manager under delegation in the presence of: Planning & Compliance

D Gomes  
Signature

[Signature]  
Witness

By witnessing this Agreement, the above witness confirms that either:

- this Agreement was signed physically in their presence; or
- where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions (Victoria) Act 2000 (Vic) have been met.

**SIGNED SEALED AND DELIVERED** by the said **LANCE ROBERT MANN** in the presence of:

[Signature]  
Lance Robert Mann

[Signature] PHA008153535  
Witness

By witnessing this Agreement, the above witness confirms that either:

- this Agreement was signed physically in their presence; or
- where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions (Victoria) Act 2000 (Vic) have been met.

**SIGNED SEALED AND DELIVERED** by the said **MARGARET ANNE CONWAY-MANN** in the presence of:

[Signature]  
Margaret Anne Conway-Mann

[Signature] PHA008153535  
Witness

By witnessing this Agreement, the above witness confirms that either:

- this Agreement was signed physically in their presence; or
- where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions (Victoria) Act 2000 (Vic) have been met.

---

# Farm Management Plan

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“The Creek Farm”  
1258 Blackgate Rd  
Freshwater Creek

---

Angus Beef Cattle  
Breeding and  
Rearing

---

Report Prepared by  
Dean Suckling  
Enprove Pty Ltd

---

Report Date:  
6<sup>th</sup> November 2023

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## Plan Objective:

This Farm Management Plan is drawn to provide an assessment of current agricultural issues and identify future improvements that will benefit the agricultural production values of the property and identify the benefits of the proposed dwelling at 1258 Blackgate Rd, Freshwater Creek.

This plan is for the provision of Grazing Animal Production at the property, specifically the introduction of Angus cattle breeding and rearing, and the documented agricultural improvements proposed will be completed contingent on the issuing of a planning permit for the construction of a dwelling.

## Site Details:

|                          |  |
|--------------------------|--|
| Address:                 | 1258 Blackgate Rd Freshwater Creek   |
| Property Description(s): | Lot 2 PS338348   |
| Property Size:           | 54 Hectares  |
| Local Authority:         | Surf Coast   |
| Zones / Overlays:        | Farming Zone<br>Schedule to the Farming Zone<br>Environmental Significance Overlay (Part)<br>Environmental Significance Overlay Schedule 1 (Part)<br>Floodway Overlay (Part)<br>Floodway Overlay Schedule (Part)<br>Land Subject to Inundation (Part)<br>Land Subject to Inundation Schedule (Part)<br>Salinity Management Overlay (Part)<br>Salinity Management Overlay Schedule (Part) |
| Current Use:             | Grazing Animal Production (Cattle and Sheep Grow out)  |

## Proposal Overview:

This farm zone proposal calls for introducing the high-value beef cattle breed, Black Angus, and a breeding program to establish a high-quality breeding herd. This sector has seen a significant value increase in the last few years and has made smaller grazing lots more viable and attractive than in the past. The higher price has allowed the option of supplementary feed in the cattle diet, which can significantly increase cattle weights. Initially, a small number of cows will be held, and female offspring will be retained for breeding.

The breeding program cannot commence without a dwelling on the property, allowing them to monitor the stock to ensure the best animal health and welfare and ensure adequate feed and water are always available. This is particularly true during the calving season, when the animals are at the greatest risk, and stock death is most common.

The proposal land is 54 hectares and will retain an effective grazing area of about 45 hectares. The Meat and Livestock Association Stocking Rate Calculator suggests a productive capacity of 40-45 lactating cows with calves as the property capacity. Fully utilised, and with the proposed improvements, the farm should easily have that capacity. This appears to be a conservative value and would allow fodder production in springtime for summer and winter when grass production slows and supplementary feeding becomes necessary. The stock capacity in the existing format would be indicated as 40-45 growout cattle or perhaps 30 breeding cows.

The property has been leased or agisted for many years, and recently, it has not had a dedicated use. The property has a good fertiliser history but no improved agricultural grasses and no infrastructure for cattle breeding. New sheds, yards, watering network, access and a dwelling will need to be constructed to commence the breeding program. A nominal agricultural production value of \$15,000 per annum (based on 45 Hectares) could be assigned to the current production.

After the initial development period, the agricultural return from the yearling cattle produced on the property is expected to be \$80,000 yearly in cattle sales. More importantly, the breeding herd value will increase to over \$100,000.

The property will also have substantial revegetation (5.1 hectares of native vegetation plantings) for biodiversity and ecology improvements and will assist in improving water quality along the Thompson Creek catchment.

Siting a dwelling on the property means that the property can be confidently improved, knowing that those improvements can be effectively utilised to increase productive value. A resident also means that animals can be monitored for health and welfare and rotated through the paddocks to ensure maximum feed utilisation. Increased rotation allows paddocks greater recovery time between grazing. The improved beef prices also allow increased use of imported feeds to increase production further.

This enterprise is a great example of high-value grazing animal production on a smaller farming lot within the farming zone.



The justifications for a dwelling on a small lot farm are the same as justifications for any farm. The management times and tasks can be similar:

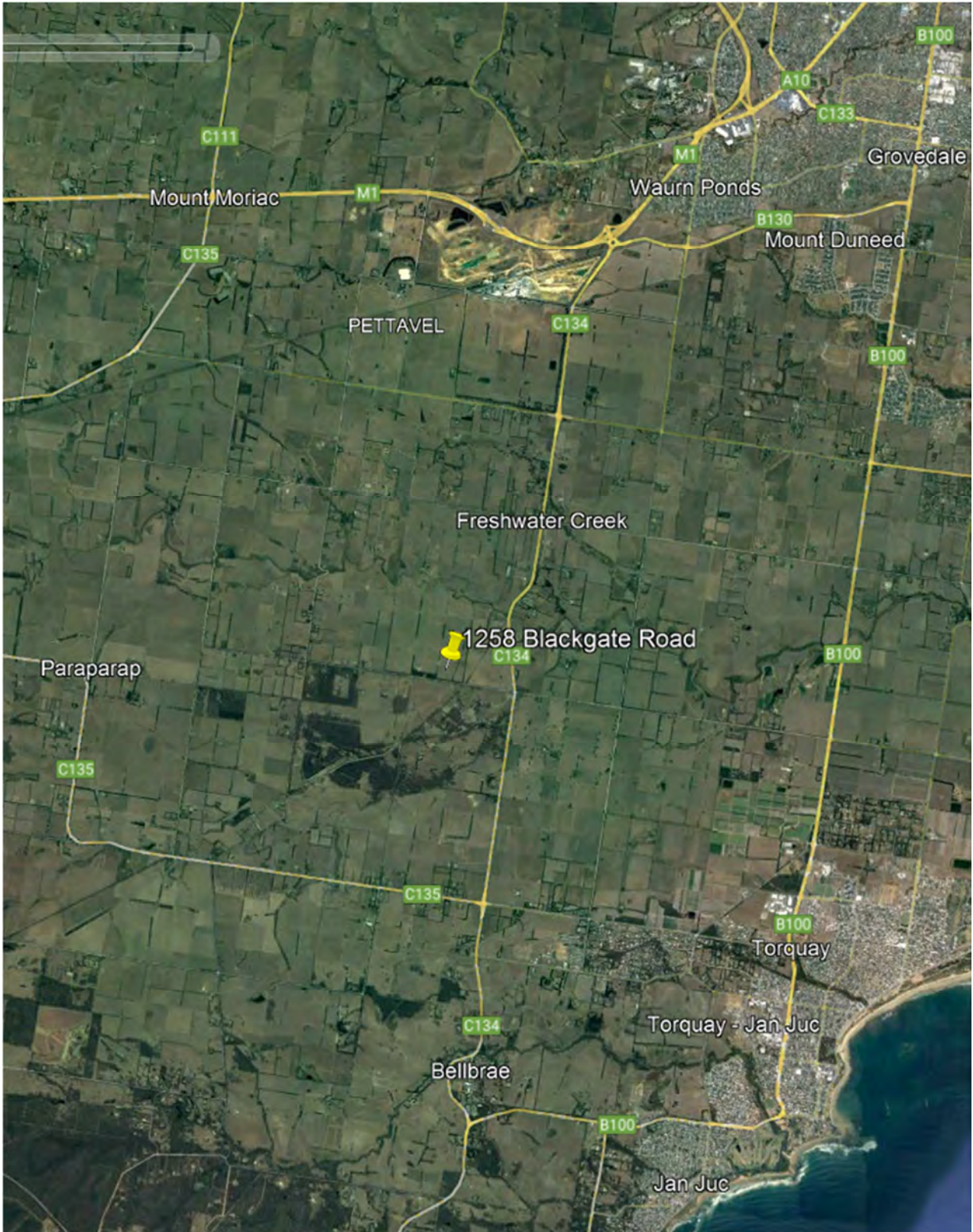
- Biosecurity: New nationally mandated requirements mean all visitors, vehicles and new stock to the property should be screened and, if necessary, disinfected. This needs to be monitored constantly. This is
- Stock Safety and Management: Cattle require monitoring, care, and protection from predators. They need to be fed, and the water supply checked daily.
- Monitor Animal welfare: (typical daily routine) listen and watch the stock for illness and lameness, identify downed stock and identify the issue, check for broken legs or injuries (calves are boisterous, and this happens often), birthing complications (any time of the day or night), milk fever or grass tetany (needs quick treatment or death will result), staggers, scours (scours in calves spreads in hours if the animal is not isolated and treated or culled), animals trapped in fences, gates, feeders bullying.
- Monitor for and treat common rapid and potentially fatal illnesses: infections from bacteria, viruses or fungi, parasite infestations, nutritional deficiencies, excesses or imbalances, metabolic disorders, calf scours (neonatal calf diarrhoea), pinkeye, calf scours (neonatal calf diarrhoea), gastrointestinal parasites, liver fluke, grass tetany (hypomagnesaemia), milk fever (hypocalcaemia), bloat and ketosis (pregnancy toxemia). Stock death can be very quick if not identified and treated.
- As with any stock rearing, the requirement for someone to be nearby to monitor audible and visual signs of animal distress for animal health and welfare is very important.
- Road safety: stock escape, young stock are particularly good at this. Monitoring stock and identifying and relocating potential rogues will prevent this and may save a passing motorist's life.
- Daily Farm management routine: check water, check fences, feed stock, check pasture availability, fix things (say 10 hours a week for a resident without the corrective works).
- Agricultural Improvement: Remotely operated farms are always understocked and undermanaged as the above tasks cannot be completed in a timely manner. This activity level is nearly impossible to manage remotely; in winter, when it's dark more than 12 hours a day, this monitoring will not occur for over half the time.
- Pastoral use maximisation: Paddocks can be constantly monitored for growth rates, fertiliser requirements, pest attacks, growth rates, and animals relocated as required.
- Monitor and react to weather: Heat, frost, hail, and wind can cause havoc, and responding quickly can manage issues or minimise losses.
- Security and prevention of theft of produce and equipment.
- Occupational Health and Safety: This property will have visitors who may not be familiar with farming and associated risks, and extended care and supervision will be required.
- Wildfire risk prevention and response: In the advent of wildfire, a resident in a dwelling will be more responsive, animals can be monitored and relocated if required, fire mitigation procedures implemented, and maybe even fires fought.

A dwelling on a farm is a lot more than a place where people reside. It is the administrative centre, office, meeting room, first aid shed, pharmacy, security and biosecurity checkpoint, tea room and monitoring post for a 24-hour-a-day, 365-day-a-year business.

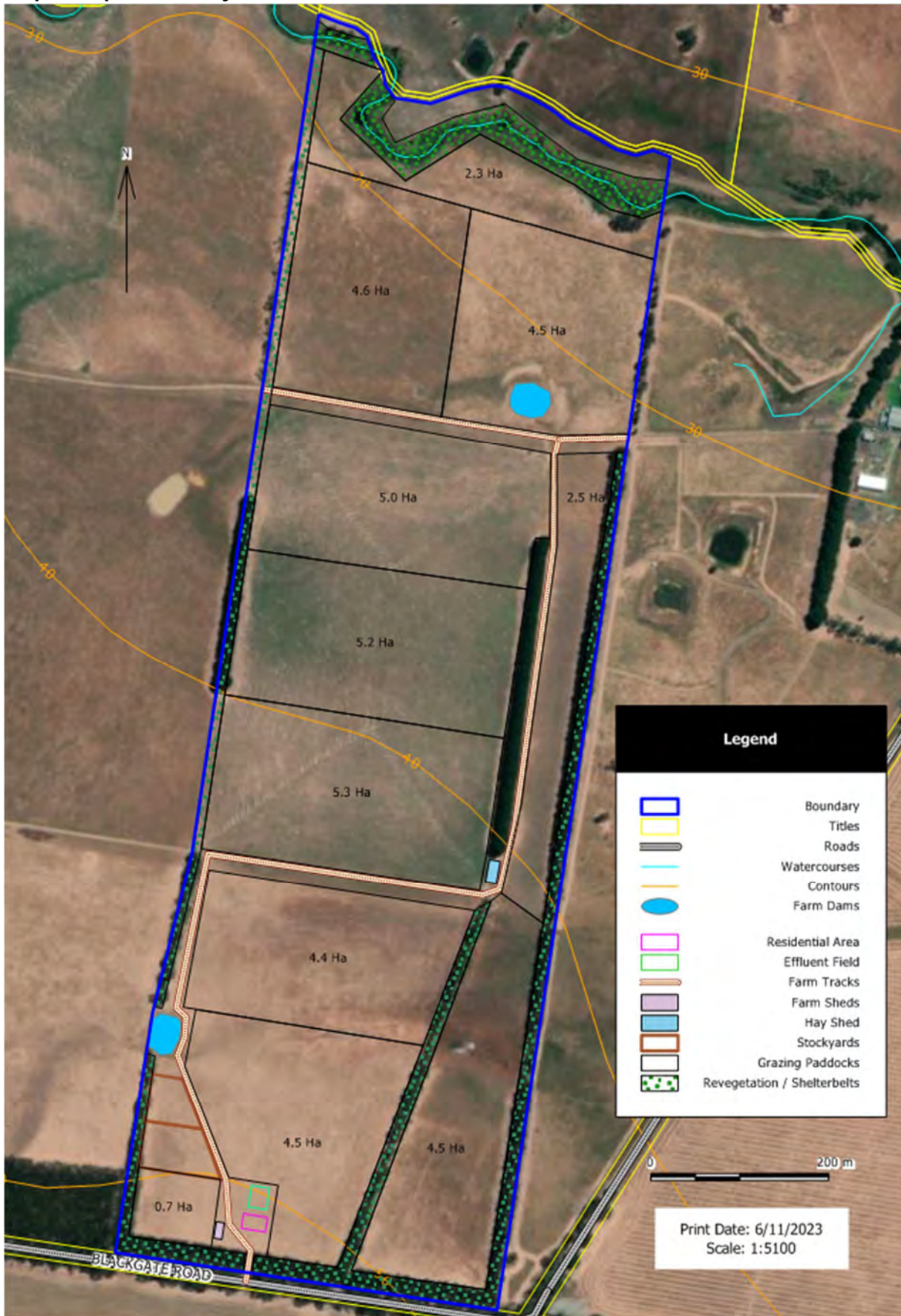
Good farming is about timeliness, and constant monitoring and reacting quickly is incredibly important. Failing to do so costs production and, sometimes, viability. The farm size is almost irrelevant; the quality of the farm management is what matters, and it's very difficult to achieve that remotely.

# Property Maps:

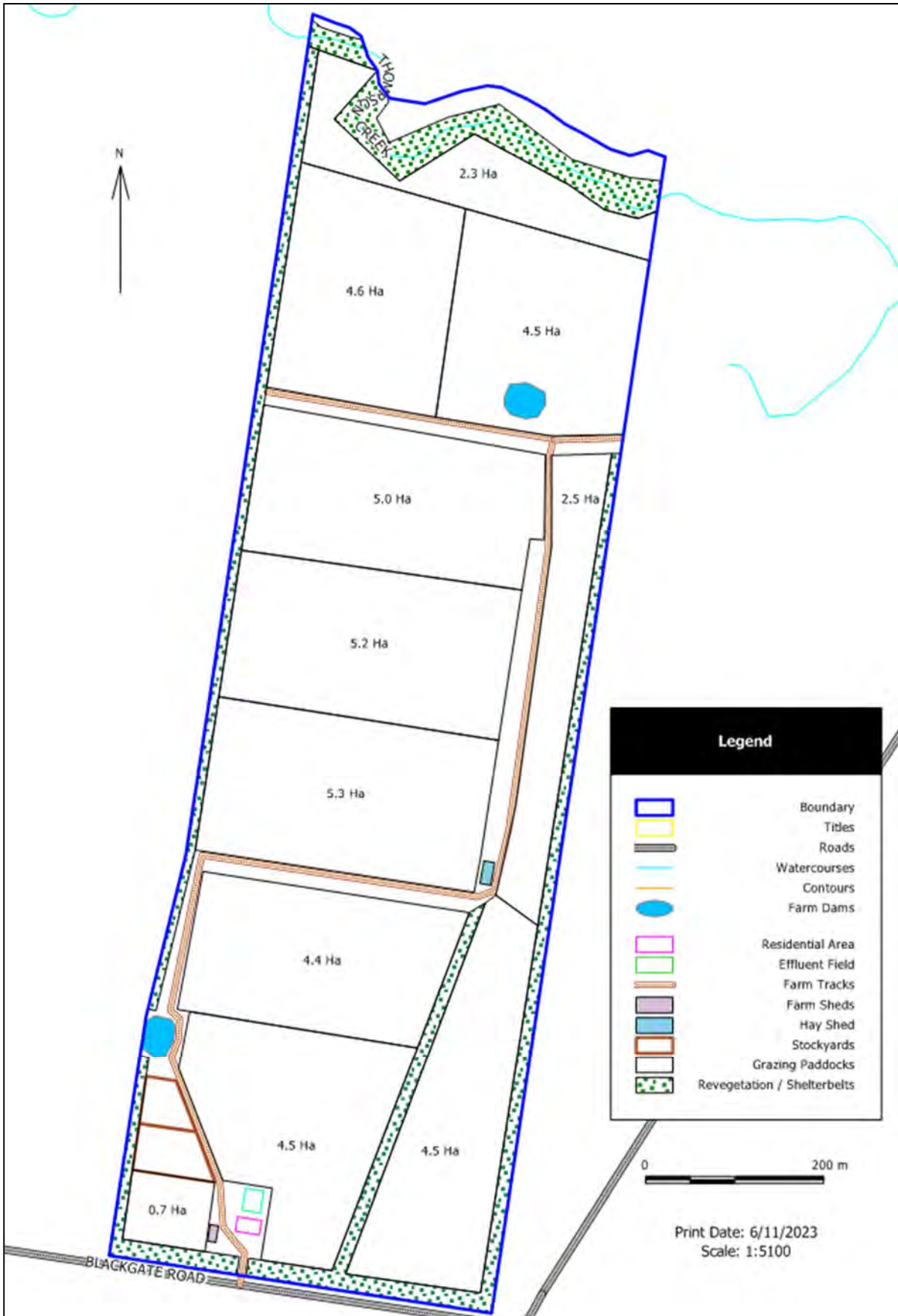
## Map 1: Locality Map



Map 2: Proposed Site Layout



Map 3: Proposed Site Map



Map 4: Property Dimensions



## Farming Factors:

### Site Topography:

The property is considered a gentle slope with a general fall from south to north towards Thompson Creek, which passes along the northern boundary. There is a total elevation change of about 30 metres across the entire property, given an average gradient of 1.8 %. Apart from Thompson Creek at the north, the property has no outstanding topological features.

### Climate:

#### Freshwater Creek climate statistics:

|                  | Jan  | Feb  | Mar  | Apr  | May  | Jun  | Jul  | Aug  | Sep  | Oct  | Nov  | Dec  | Annual |
|------------------|------|------|------|------|------|------|------|------|------|------|------|------|--------|
| Mean Max (°C)    | 26.1 | 25.4 | 24.1 | 20.8 | 17.4 | 14.7 | 14.4 | 15.3 | 17.8 | 20.2 | 22.0 | 24.1 | 20.2   |
| Mean Min (°C)    | 14.8 | 14.7 | 13.5 | 10.8 | 8.6  | 6.7  | 6.4  | 6.6  | 7.8  | 9.3  | 11.0 | 12.6 | 10.2   |
| Mean Rain (mm)   | 34.6 | 26.8 | 36.2 | 38.8 | 54.9 | 52.7 | 55.7 | 58.7 | 52.7 | 56.5 | 45.9 | 39.7 | 554.8  |
| Median Rain (mm) | 29.2 | 14.6 | 32.2 | 32.0 | 52.2 | 47.0 | 49.2 | 64.0 | 43.4 | 50.9 | 38.3 | 39.6 | 545.7  |
| Mean Rain Days   | 3.9  | 3.5  | 4.3  | 6.5  | 8.7  | 9.0  | 9.6  | 9.0  | 8.8  | 9.5  | 6.8  | 5.5  | 85.1   |

Data: BOM Breakwater 087184, Rainfall BOM Torquay Gold Club 87160

The climate is the typical temperate type, with warm, dry summers and cool, wet winters. The climate is most suitable for the chosen agricultural activity, and pasture coverage should be sound for most of the year in a normal year.

### Water Supply:

The property is well set for water with two existing stock water dams of about two megalitres capacity and a mains water line at the gate available for connection.

A new stock water network will be installed, and new water troughs and distribution networks will be constructed to supply water to each new paddock.

### Weed and Pest Management:

The property is well-managed and has no environmental weeds or pest issues. There is some seasonal capeweed establishment that has been managed by slashing and sprays.

The property will be subject to normal pastoral weeds, which will be controlled with standard agricultural methods like sprays and physical removal.

There is some rabbit activity at the rear of the site along the waterway, and baiting will be used to control this.

### Soils:

Two soil tests were collected to determine the corrective measures to improve soil quality. The soils are similar enough to be treated the same. The property land class is typical of the region, productive well-structured sandy clay loams over heavy clay classed as duplex soil. The soils may be prone to waterlogging during wet periods and drying and cracking during dry periods but generally retain productivity. The property holds a Salinity Management Overlay, and a soil test from that area is also provided below.

Key summary soil conditions (test results next page):

| Soil Analyte                     | Hill Paddock   | Salinity Overlay Area   |
|----------------------------------|--|---|
| Texture                          | Sandy Clay Loam  | Sandy Clay Loam   |
| Phosphorus                       | Good (Olsen P 17.9 mg/Kg)  | High (Olsen P 62.3 mg/Kg)   |
| Soil pH                          | Acidic 4.6 (CaCl <sub>2</sub> )  | Neutral 3.8 (CaCl <sub>2</sub> )  |
| Potassium                        | Good (Colwell K 157 mg/Kg)   | Good (Colwell K 254 mg/Kg)  |
| Sulphur<br>(seasonally variable) | Fair (6.4 mg/Kg)   | Very High (227.3 mg/Kg)   |
| Organic Carbon                   | Good (3.8 %)   | Fair (2.7 %)  |
| Trace Elements                   | Boron, copper, zinc, and manganese are low, and iron is very high (naturally).   | Manganese is low; boron, copper, zinc and iron are good.  |
| Cations / Soil Structure         | Fair cation exchange capacity with fair cation balance. Exchangeable calcium is low, and exchangeable magnesium is high. | Good cation exchange capacity with poor cation balance. Exchangeable calcium is very low, and exchangeable sodium is dominant, demonstrating the salinity effect. |
| Aluminium                        | Elevated   | Good  |
| Salinity / Sodicity              | Low electrical conductivity / elevated sodicity in cations indicates potential salinity issues.                          | Elevated electrical conductivity / high sodicity in cations indicating salinity impact.   |
| Nitrogen                         | Low nitrogen levels at the time of testing.  | Low nitrogen levels at the time of testing.   |

### Recommendations:

The soil on the farm is generally good with good fertility, although there are some cation imbalances creating acidity and potentially longer-term structural issues. Exchangeable calcium is registering low, and low calcium levels in the soil cause acidity issues and cation imbalances. Acidity in soils releases aluminium, which is toxic to most agricultural grasses and encourages weeds. Poor calcium also creates soil structure issues and distorts the ideal cation ratios and balance. Increasing calcium will reduce the exchangeable sodium levels and exchangeable magnesium levels. Low calcium in soils also means lower calcium levels in grasses and indirectly in stock, which reduces growth and animal health.

Trace elements, zinc and boron, could also be added, which would improve pasture quality, and zinc will improve animal health and growth rate.

Calcium bearing agricultural lime at a rate of 2.5 tonnes per hectare is recommended.

Annual/biannual soil testing should also be conducted for the first 2-4 years to determine the success of the fertilising/liming program and apply additional if required.

### Pastoral Improvement:

The existing pastoral coverage is fair, although low-yielding, with a well-established mix of perennial pasture grasses, native pasture and clover. It has a higher-than-average number of agricultural weeds that will need to be managed (weeds account for about 25 % of plant coverage). The estimation is that the property is currently producing 2.5 tonnes of dry matter per hectare per annum. Following the soil and pastoral programs should allow this level to be increased to a conservative 6 tonnes of dry matter.

A mixture of grass species is often the best way forward for small lot beef grazing. A selection of species that have activity at different times of the year can allow for the constant grazing required. It should also contain a high ryegrass content to allow for the production of hay in springtime. A mixture of 70% perennial ryegrass (e.g. Vic rye and AR150), 15% fescue (or similar) and 15% clover are ideal.

For hay production, the best strategy would be controlling undesirable plants, having the ability to lock away a production area, and applying 100 kilograms of nitrogen fertiliser (or fodder boost) during growth.

Another consideration could be the use of a summer crop (typically a brassica), which produces a very high plant weight but requires an annual sowing investment.

Improving pasture production is important as it will allow for stock to grow quickly and allow the production of fodder for feedout in the drier months. Fodder production areas will need to be secured to exclude stock during spring.

### Rotational Grazing System:

Rotational grazing will be adopted to improve pasture use efficiency and allow greater recovery time between grazings. Rotational grazing involves moving livestock through a series of paddocks, so when they have finished grazing the last paddock in the series, the first paddock has recovered to allow the rotation to recommence. Rotations are generally organised around the plant growth cycles and aim to optimise pasture utilisation. Plant growth determines paddock moves in rotational grazing - the faster the growth, the more moves and vice versa. Younger, smaller stock are moved less often than older, heavier stock.

Grass reaches the best growth rate about 35 days after grazing, and higher yields are achieved by allowing paddocks to be ungrazed for more than 35 days. More paddocks mean a more extended, ungrazed period is possible in each paddock. Rotational grazing will produce 20-50% more grass from the same grazing area.



**Soil Test Results:****Farmer:**

Lance Mann

**Sample Date:**

10/10/23

| <b>Sample Name</b>             |             | <b>Hill Paddock</b> | <b>SMO</b>         |                   |
|--------------------------------|-------------|---------------------|--------------------|-------------------|
| Lab Sample No.                 |             | 1AZS23010           | 1AZS23009          |                   |
| Test Depth (cm)                |             | 0-10                | 0-10               |                   |
| Soil Colour                    |             | Brown               | Brown Grey         |                   |
| Gravel %                       |             | 0%                  | 0%                 |                   |
|                                | <b>Unit</b> | <b>Level Found</b>  | <b>Level Found</b> | <b>Good Range</b> |
| pH Level (H <sub>2</sub> O)    | pH          | 5.9                 | 6.0                | 5.6 - 6.4         |
| pH Level (CaCl <sub>2</sub> )  | pH          | 4.6                 | 5.3                | 5.0 - 6.0         |
| Aluminium (CaCl <sub>2</sub> ) | mg/Kg       | 2.0                 | 0.8                | < 2.0             |
| Conductivity                   | dS/m        | 0.11                | 2.42               | < 4.0             |
| Phosphorus Olsen               | mg/Kg       | 17.9                | 62.3               | 10 - 18           |
| Phosphorus Colwell             | mg/Kg       | 49                  | 281                | 30 - 50           |
| Potassium Colwell              | mg/Kg       | 157                 | 254                | 140 - 250         |
| Sulphur                        | mg/Kg       | 6.4                 | 227.3              | 10 - 20           |
| Organic Carbon                 | %           | 3.8                 | 2.7                | 3 - 6             |
| Ammonium Nitrogen              | mg/Kg       | 5                   | 6                  |                   |
| Nitrate Nitrogen               | mg/Kg       | 2                   | 2                  |                   |
| DTPA Copper                    | mg/Kg       | 1.15                | 2.36               | > 1.5             |
| DTPA Iron                      | mg/Kg       | 575                 | 374                | 100 - 400         |
| DTPA Manganese                 | mg/Kg       | 5                   | 6                  | > 20              |
| DTPA Zinc                      | mg/Kg       | 3.3                 | 7.0                | > 5               |
| Boron (Hot CaCl <sub>2</sub> ) | mg/Kg       | 0.9                 | 1.3                | > 1.5             |
|                                |             |                     |                    |                   |
| <b>Cations</b>                 | <b>Unit</b> | <b>Level Found</b>  | <b>Level Found</b> | <b>Good Range</b> |
| Cation Exchange Capacity       | meq/100g    | 6.77                | 15.95              | 10 - 20           |
| Exchangeable Calcium           | meq/100g    | 4.23                | 3.75               |                   |
|                                | BSP %       | 62.49               | 23.52              | 70 - 85           |
| Exchangeable Magnesium         | meq/100g    | 1.67                | 4.36               |                   |
|                                | BSP %       | 24.67               | 27.34              | 10 - 20           |
| Exchangeable Potassium         | meq/100g    | 0.31                | 0.35               |                   |
|                                | BSP %       | 4.58                | 2.19               | 3 - 8             |
| Exchangeable Sodium            | meq/100g    | 0.38                | 7.48               |                   |
|                                | BSP %       | 5.61                | 46.91              | < 5               |
| Exchangeable Aluminium         | meq/100g    | 0.18                | 0.01               |                   |
|                                | BSP %       | 2.64                | 0.04               | < 2.0             |
| <b>MIR Particle Sizing</b>     | <b>Unit</b> | <b>Level Found</b>  | <b>Level Found</b> |                   |
| Sand                           | %           | 60.98               | 63.73              |                   |
| Silt                           | %           | 15.99               | 11.68              |                   |
| Clay                           | %           | 23.04               | 24.59              |                   |
| Classification                 |             | Sandy Clay Loam     | Sandy Clay Loam    |                   |

Laboratory Analysis CSBP Labs, Bibra Lake, WA

### Livestock:

The chosen breeding herd is Black Angus beef cattle, which have very strong marketability. Black cattle have the highest sale price for both meat processing and breeding stock. That also means they are the highest cost to add to a herd and can require significant investment before the breeding program allows solid returns. An Angus bull will be brought in seasonally for servicing cows.

### Required Infrastructure:

There is limited infrastructure on the property for the proposed enterprise. The external fencing is in good condition; the property is divided into four single paddocks, and stock watering is directly from the dam. New fencing, stock watering, farm equipment and hay sheds will be required. A set of stock handling yards will need to be constructed.

An all-weather track will be constructed at the house site using extracted material to allow access in all weather conditions. Formed tracks will be constructed for all paddocks to allow suitable access.

### Staffing:

The management of the farm calls for one person to manage the farm (in this case, the presence of a resident and property owner). As with any stock rearing, the requirement for someone to be nearby to monitor audible and visual signs of animal distress for animal health and welfare is very important.

As with these types of enterprises they contribute to the local economy by utilising local contractors for construction work, farm maintenance, transport industries and agricultural support industries.

### Opportunity Cost / Diversification:

The property has always been used for grazing since clearing at a set stocking; the proposal moves the farm to a high-value grazing activity with improved pasture and rotational management. This requires a significant investment in production and infrastructure, and it isn't easy to see a better use for this lot. The infrastructure improvements could encourage a higher returning agriculture in the future, such as horticulture. A property like this is unlikely to be integrated into another farming property due to land size and high property value.

Agriculture is dynamic; markets change and evolve; climate change impacts agricultural suitability, and farm circumstances alter. As with any business, the farming method and type should be constantly evaluated and, if required, adjusted to meet new circumstances.

## Financial Projections:

The proposal calls for an investment in farm infrastructure and pastoral improvement of \$40,000, the purchase of breeding cows in year one and the investment in a dwelling and shedding of over \$700,000.

After the initial development period, the enterprise return is expected to be over \$60,000 a year in cattle sales. The true value of the enterprise is the increase in the herd asset, and it is expected that the breeding herd value will be valued at \$80,000.

The indicative budget assumes that cattle are sold for meat only. Closing the herd like this creates a valuable breeding herd, and the offspring are often in demand as breeders and become significantly more valuable than meat animals (creating a stud).

### Indicative Farm Profit/Loss (excluding dwelling, shedding and machinery costs and not adjusted for CPI):

| Income/Cost Item                            | Year 1        | Year 2        | Year 3        | Year 4        | Year 5        | Year 6+       |
|---|---------------|---------------|---------------|---------------|---------------|---------------|
| Yearling Sales S (350 kgs @\$3.00 kg)       | 0             | 15,000        | 30,000        | 45,000        | 60,000        | 60,000        |
| Grow-out Cattle Sales (400kgs @ \$3.00 kg)  | 35,000        | 35,000        | 25,000        | 15,000        |               |               |
| <b>Total Revenue</b>                        | <b>35,000</b> | <b>50,000</b> | <b>55,000</b> | <b>60,000</b> | <b>60,000</b> | <b>60,000</b> |
| Breeding Cattle Purchases                   | -22,800       | 0             | 0             | 0             | 0             | 0             |
| Growout Cattle Purchases                    | -12,000       | -12,000       | -12,000       |               |               |               |
| Cattle Maintenance (Vet, medications, etc.) | -2,000        | -2,000        | -2,000        | -2,000        | -2,000        | -2,000        |
| Pasture / Cropping Costs                    | -10,000       | -10,000       | -2,000        | -2,000        | -2,000        | -2,000        |
| Variable Costs (~8%)                        | -2,800        | -4,000        | -4,400        | -4,800        | -4,800        | -4,800        |
| Infrastructure Investment / Maintenance     | -20,000       | -20,000       | -2,000        | -2,000        | -2,000        | -2,000        |
| Net Return                                  | -34,600       | 2,000         | 32,600        | 49,200        | 49,200        | 49,200        |

#### Notes:

Year 1 identifies breeding herd purchases and identifies proposed pastoral changes made.

Excludes shedding, land, dwelling and equipment costs, which can be financed in many different ways.

### Herd Asset Value (assumes keeping all female calves as breeders until year 5):

|  | Year 1 | Year 2 | Year 3 | Year 4 | Year 5+ |
|--|--------|--------|--------|--------|---------|
| <b>Cattle Value (Breeding Herd) \$</b> | 22,800 | 40,000 | 65,000 | 80,000 | 80,000  |

Assumes keeping all female offspring years 1-5 and being able to sell all calves from year five onwards.

These values are conservative in approach and could be termed natural growth; an aggressive expansion program could be adopted, requiring higher stock investment.

## Environmental Factors:

### Natural Resource Management:

The property has no major natural resource features, although a significant ephemeral waterway (Thompsons Creek) crosses the property from west to east at the rear boundary. This is already fenced and has been revegetated. There are no remaining bushland areas, although there are significant revegetation plantings around the property, and those are to be extended as part of the farm development.

### Erosion and Compaction:

The property is prone to water erosion along the waterlines, and the main erosion area has been fenced out and revegetated. The paddock areas are sound and maintain vegetation cover, so they should resist erosion. Rotational grazing is to be implemented, allowing paddocks to rest between use, ensuring optimal grass cover.

The property is in a medium rainfall area, and compaction of soils in the paddocks could occur in areas where the animals camp or in traffic areas such as gateways, troughs, fence lines, and shelters. Heavy vehicle traffic should be confined to constructed tracks, particularly during wetter seasons.

### Salinity Management Overlay:

The property has a band of salinity management overlay passing through the paddocks towards the southern end located at the southeast corner, and this is assumed to be a permanent issue. This area coincides with the Inundation Overlay.

For the area to be included in grazing, a soil test (included above) was collected, and it showed elevated sodicity but was low in electrical conductivity, indicating no major salinity effect. This area has had gypsum applied to firm up the soil structure, rebalance the cation ratios, reduce the soil acidity, and encourage plant growth. It does retain a good cover of grass already. This area will not be subject to any soil working to protect soil structure and minimise erosion risk.

### Groundwater:

Groundwater is at a minimum depth of 10 metres and is at low risk of exposure from any form of nutrients infiltrating from the surface. Maintaining plant coverage will assist in keeping soil nutrient levels lower to minimise further risk.

The property is listed on VVG.org.au as having a water bore licence (326164) at 164 metres depth.

### Drainage:

The property has no formal drainage network; instead, it relies on overland flows to the waterways and soil infiltration for rainfall management. The waterways serve other properties, and those water flows will not be impeded in any way as part of the development.

#### Fire Management:

The land use does not contribute to any fire risk to the area. The land is in a designated bushfire prone area, although not of any greater risk than normal farmland. Fire management plans should be drawn for the property.

Plenty of water is available for fire fighting if required, with the dam holding water all year round and mains along Blackgate Road.

#### Adverse impacts on adjacent land:

There is not expected to be any change to the amenity on the adjacent properties from the increase in agricultural production. It may be from time to time that some animal odour or noise may be generated, but it is the same as any agricultural enterprise. The use of sprayed chemicals in this operation would be rare.

#### Adverse impacts from adjacent land:

The properties within a 500-metre radius of the proposed dwelling are utilised to produce fodder, grazing animals or lifestyle properties. The activity of the area is pasture production, cattle and sheep grazing and lifestyle living, which generates minimal dust, odour, noise and chemical spray activity, and they are not expected to be issued.

## Development Timeline:

| Year  | Actions  |
|-------|--|
| 2024  | <ul style="list-style-type: none"> <li>Permits</li> <li>House and shed construction begins</li> <li>Weed Control Program Begins (Capeweed)</li> <li>General Site Clean-up for appearance, access safety and fire safety.</li> <li>First cattle on-site, breeding program begins.</li> </ul>  |
| 2025  | <ul style="list-style-type: none"> <li>House construction completed</li> <li>Shed construction completed</li> <li>Initial weed control is completed, and monitoring and maintenance begin.</li> <li>Ongoing weed monitoring.</li> <li>Spread agricultural lime and fertiliser.</li> <li>Pasture renovation in at least one paddock</li> <li>Ongoing fencing monitoring/repairs</li> <li>Fill in any gaps in the revegetation area</li> </ul> |
| 2026  | <ul style="list-style-type: none"> <li>Weed control monitoring and maintenance.</li> <li>Ongoing pest animal monitoring.</li> <li>Spread agricultural lime and fertiliser.</li> <li>Pasture renovation in at least one paddock</li> <li>Ongoing fencing monitoring/repairs</li> </ul>  |
| 2027  | <ul style="list-style-type: none"> <li>Weed control monitoring and maintenance.</li> <li>Ongoing pest animal monitoring.</li> <li>Spread agricultural lime and fertiliser.</li> <li>Pasture renovation in at least one paddock</li> <li>Ongoing fencing monitoring/repairs</li> </ul>  |
| 2028+ | <ul style="list-style-type: none"> <li>Weed control monitoring and maintenance.</li> <li>Ongoing pest animal monitoring.</li> <li>Spread agricultural lime and fertiliser.</li> <li>Ongoing fencing monitoring/repairs</li> </ul>  |

## Animal Welfare and Biosecurity:

Animal welfare, in this instance, will be very good. The practice of cattle breeding and calf rearing is almost entirely about animal welfare in that it closely monitors animals and provides constant and ongoing care. A list of best practice animal welfare guidelines is available from <http://animalwelfarestandards.net.au/>. This is a comprehensive, common-sense approach to caring for farm animals driven largely by the buyer's expectations and contagious disease control and prevention.

Biosecurity is about preventing and containing any disease and negative issues that could generally impact both the farm and agriculture.

### **Recommended by Meat and Livestock Authority** (not compulsory) Procedures for Biosecurity

- The farm should have a documented Farm Biosecurity Plan
- All livestock movements onto the farm have known health status (e.g. Livestock Health Statement/Declaration or equivalent)
- All introduced livestock are inspected for signs of ill health or disease on arrival at the property and kept in isolation for a period
- Livestock are regularly inspected for ill health and disease, and appropriate action is undertaken.
- The risk of livestock straying onto or from the property is minimised.
- If an unusual disease, illness, or mortality is observed, there are systems to notify a veterinary practitioner or animal health officer.
- Where reasonable and practical, the movement of people, vehicles and equipment entering the property are controlled and, where possible, movements recorded.
- Any other procedures or practices that contribute to minimising the risk or spread of disease.

The property has the required Property Identification Code (PIC).

## Site Photos:

Image 1: Looking north of the farm from Blackgate Road, the dwelling site and approximate boundary line are marked.



Image 2: Proposed dwelling site.





Image 3: Looking north over the rear of the farm.



Image 4: Existing access and road frontage.



Image 5: Looking south over the farm from Thompson Creek.



Image 6: Looking north over the existing paddock for the proposed house site.



Image 7 & 8: Existing farm dams.



Image 9: Thompson Creek frontage showing fencing and revegetation works.



Image 10: Salinity Management Overlay has been successfully treated to improve soil condition.



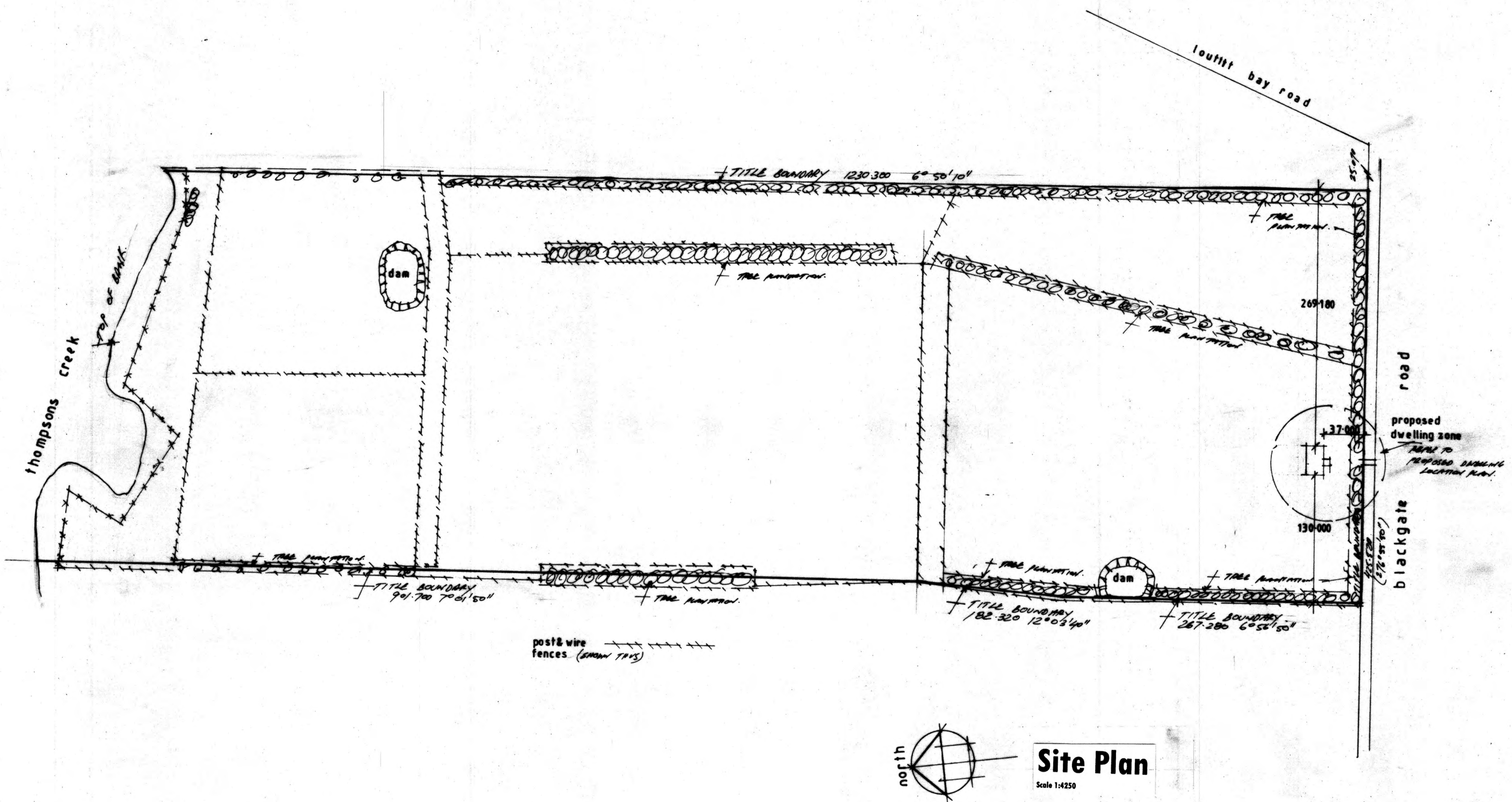
Image 11: Rabbit warrens at the rear of the site to be controlled with a baiting program.



Image 12: Hay is currently stored under trees, and the proposed improvements will include a hay shed.



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SURF COAST PLANNING SCHEME  
 Plan Referred to in Permit No:  
 23/0023

Endorsed by Mathew Mertuszka for and on behalf of the  
 Council of the Surf Coast Shire  
 Date: 7 May 2024

Sheet No: 1 of 4

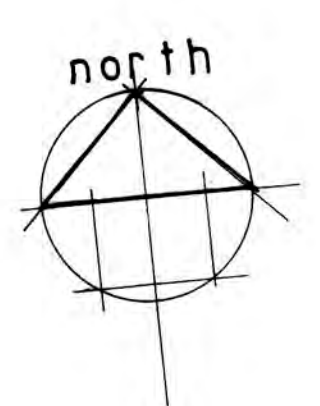
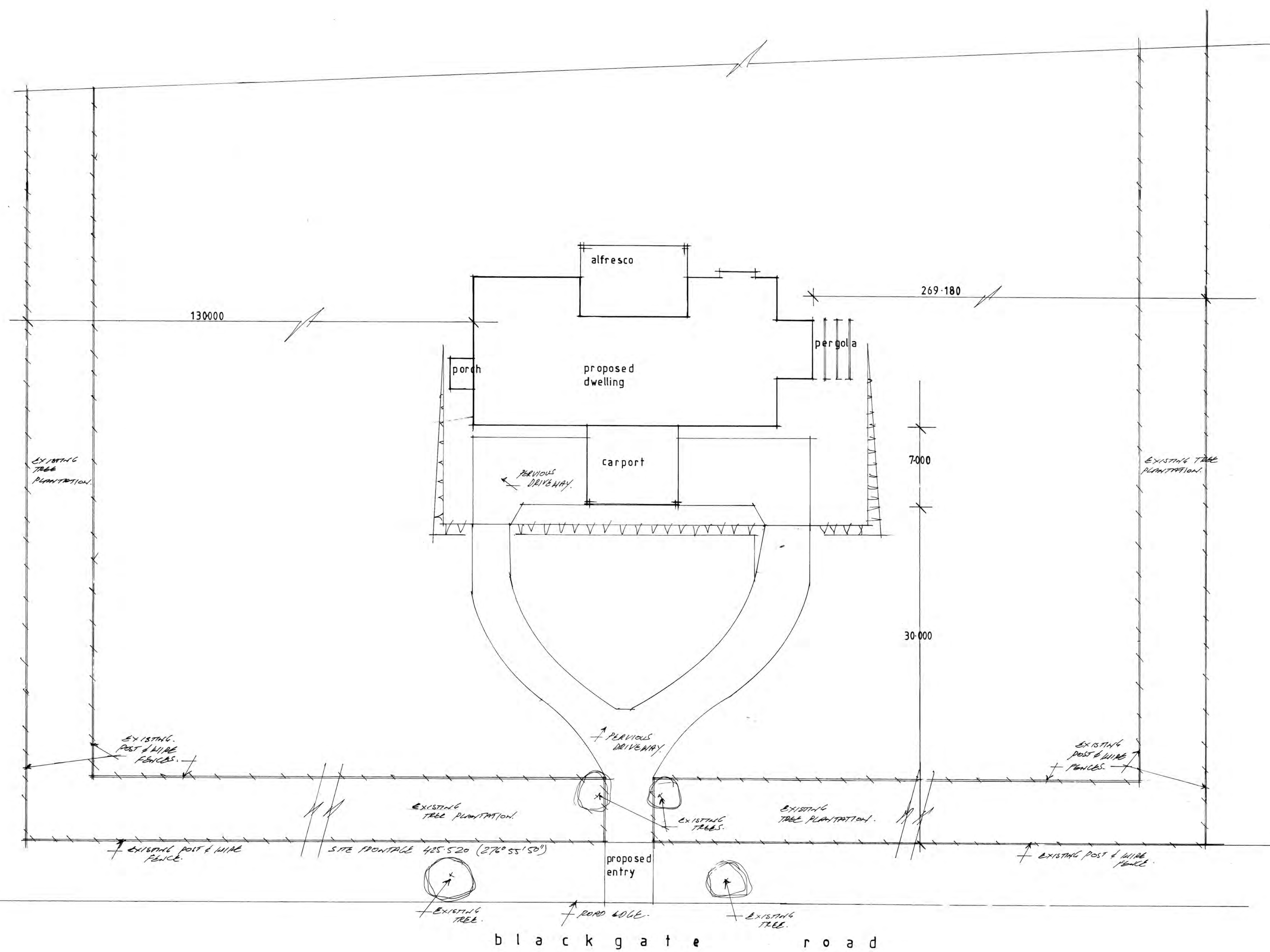
**Proposed brick veneer dwelling and Carport**  
 at  
 Lot 2, No 1258 Blackgate Road  
 Freshwater Creek  
 For L. & M.

**Mann**

Date 10.12.2022 Scales 1:200  
 Drawn: Phillip King DP, AD 1555  
 Drawing Number 222220

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**P.J.King & Associates**  
 Building Designers Pty. Ltd.  
 71 Middle Street Grovedale 3216  
 Mobile 0428244422



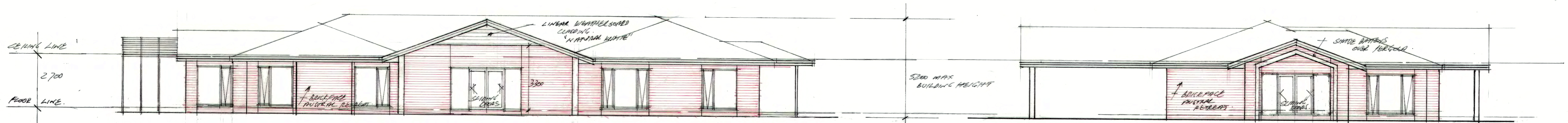
**Proposed dwelling  
Location Plan**  
Scale 1:200

23.30

SURF COAST PLANNING SCHEME  
Plan Referred to in Permit No:  
23/0023  
Endorsed by Mathew Mertuszka for and on behalf of the  
Council of the Surf Coast Shire  
Date: 7 May 2024  
Sheet No: 2 of 4

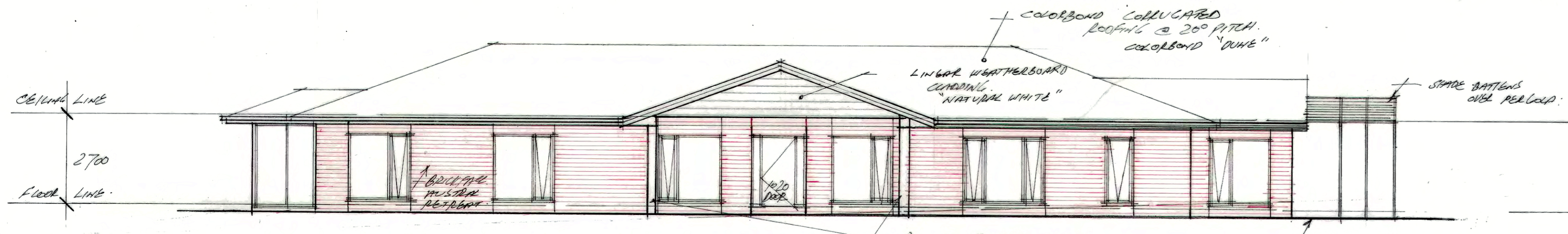
**Proposed brick veneer dwelling  
and Carport**  
at  
**Lot 2, No 1258 Blackgate Road**  
Freshwater Creek  
For L. & M.  
**Mann**  
Date 10.12.2022 Scales 1:200  
Drawn: Phillip King DP AD 1555  
Drawing Number 222330  
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**P.J. King & Associates**  
**Building Designers Pty. Ltd.**  
11 Mindla Street Grovedale 3216  
Mobile 0428244422

Received from E-Planning on 29/05/2023 12:42:30 PM

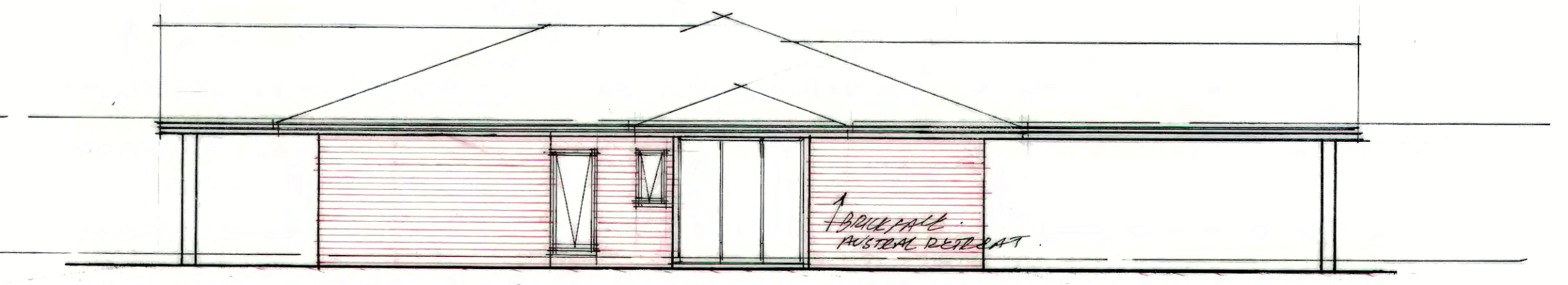


north elevation

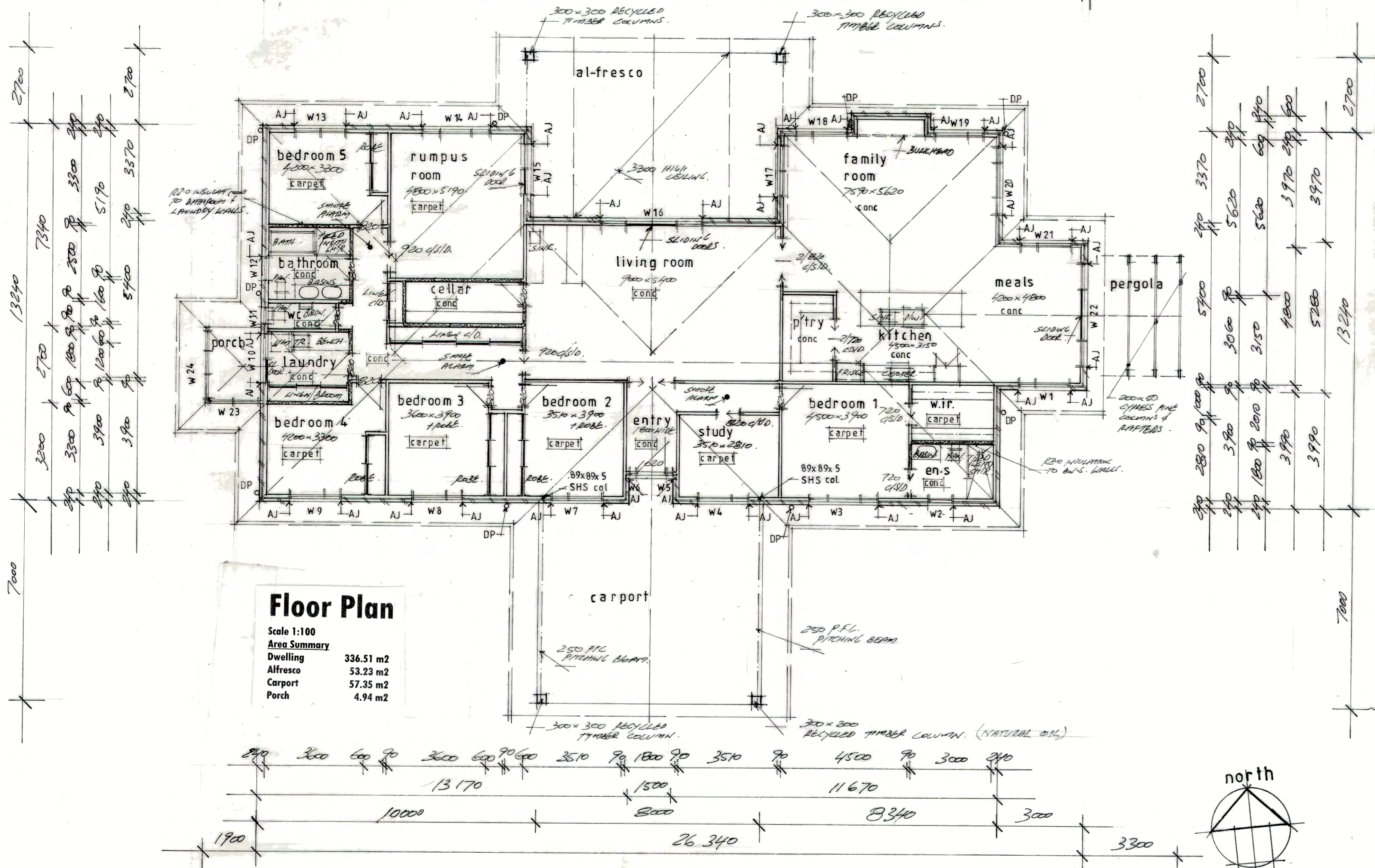
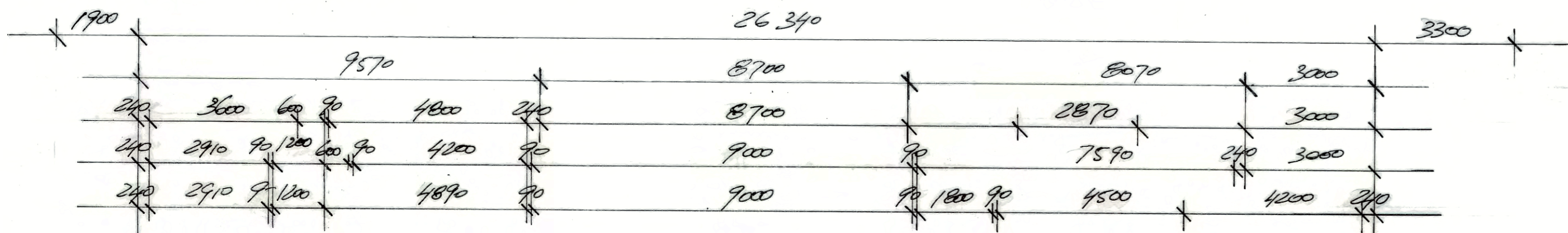
east elevation



south elevation



west elevation



Floor Plan

Scale 1:100  
Area Summary

|          |                       |
|----------|-----------------------|
| Dwelling | 336.51 m <sup>2</sup> |
| Alfresco | 53.23 m <sup>2</sup>  |
| Carport  | 57.35 m <sup>2</sup>  |
| Porch    | 4.94 m <sup>2</sup>   |

**Window Schedule**

| No  | Room     | Size        | Type          | U-Val | SHGC | Glazing |
|-----|----------|-------------|---------------|-------|------|---------|
| w1  | Meals    | 1970 x 1810 | Alum Awning   | 4.3   | 0.53 | Double  |
| w2  | Entrance | 1970 x 850  | Alum Awning   | 4.3   | 0.53 | Double  |
| w3  | Bed 1    | 1970 x 2410 | Alum Awning   | 4.3   | 0.53 | Double  |
| w4  | Study    | 1970 x 1810 | Alum Awning   | 4.3   | 0.53 | Double  |
| w5  | Entry    | 2100 x 250  | Timber Fixed  | 3.0   | 0.56 | Double  |
| w6  | Entry    | 2100 x 250  | Timber Fixed  | 3.0   | 0.56 | Double  |
| w7  | Bed 2    | 1970 x 1810 | Alum Awning   | 4.3   | 0.53 | Double  |
| w8  | Bed 3    | 1970 x 1810 | Alum Awning   | 4.3   | 0.53 | Double  |
| w9  | Bed 4    | 1970 x 1810 | Alum Awning   | 4.3   | 0.53 | Double  |
| w10 | Laundry  | 2100 x 1990 | Alum Sl door  | 4.3   | 0.53 | Double  |
| w11 | M.C.     | 1500 x 610  | Alum Awning   | 4.3   | 0.53 | Double  |
| w12 | Bathroom | 1970 x 950  | Alum Awning   | 4.3   | 0.53 | Double  |
| w13 | Bed 5    | 1970 x 1810 | Alum Awning   | 4.3   | 0.53 | Double  |
| w14 | Rumpus   | 1970 x 1810 | Alum Awning   | 4.3   | 0.53 | Double  |
| w15 | Rumpus   | 2100 x 1810 | Alum Sl door  | 4.3   | 0.53 | Double  |
| w16 | Living   | 2100 x 3610 | Alum Sl Doors | 4.3   | 0.53 | Double  |
| w17 | Family   | 2100 x 1810 | Alum Sl door  | 4.3   | 0.53 | Double  |
| w18 | Family   | 1970 x 1810 | Alum Awning   | 4.3   | 0.53 | Double  |
| w19 | Family   | 1970 x 1810 | Alum Awning   | 4.3   | 0.53 | Double  |
| w20 | Family   | 1970 x 2410 | Alum Awning   | 4.3   | 0.53 | Double  |
| w21 | Meals    | 1970 x 1810 | Alum Awning   | 4.3   | 0.53 | Double  |
| w22 | Meals    | 2100 x 3610 | Alum Sl Doors | 4.3   | 0.53 | Double  |
| w23 | Porch    | 2400 x 1800 | Alum Fixed    | 6.7   | 0.57 | Single  |
| w24 | Porch    | 2400 x 2500 | Alum Fixed    | 6.7   | 0.57 | Single  |

All window assemblies to be designed and constructed in accordance with AS 2047  
All Glazing to meet the requirements of AS 1288-2006  
Note: only a +/- 5% SHGC Tolerance is allowed.  
This U-value may be lower but not higher  
Window Linets as per engineers design and details

**Colour Schedule**

|                                 |                         |                       |
|---------------------------------|-------------------------|-----------------------|
| Roof, fascia and Eaves Gutters: | Corrugated steel        | Colorbond "Dune"      |
| Brickwork:                      | Austral Bricks          | Domain "Retreat"      |
| Windows:                        | Powder coated Aluminium | Dulux "Domino"        |
| Weatherboards:                  | Hardies Linear          | Dulux "Natural White" |
| Timber Posts:                   | Cypress pine            | Natural oil           |

SURF COAST PLANNING SCHEME  
Plan Referred to in Permit No:  
23/0023

Endorsed by Mathew Mertuszka for and on behalf of the  
Council of the Surf Coast Shire  
Date: 7 May 2024

Sheet No: 3 of 4

Proposed brick veneer dwelling  
and Carport  
at  
Lot 2, No 1258 Blackgate Road  
Freshwater Creek  
For L. & M.

**Mann**

Date 10.12.2022 Scales 1:200  
Drawn: Phillip King DP AD 1555  
Drawing Number: 222320  
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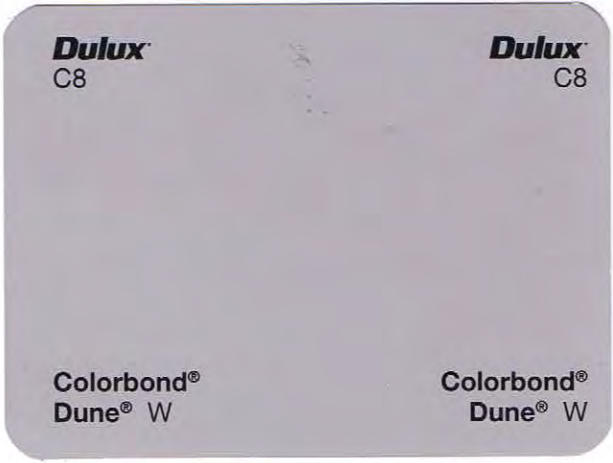
P.J. King & Associates  
Building Designers Pty. Ltd.  
11 Hindle Street Grovedale 3216  
Mobile 0428244422



# Colour Schedule

Roof, fascia  
and Eaves Gutters. Corrugated steel

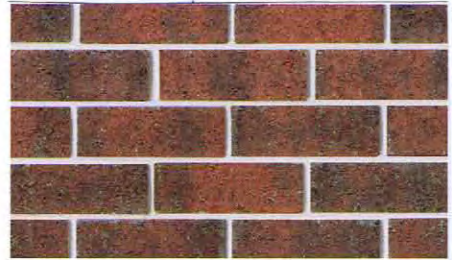
Colorbond "Dune"



Brickwork

Austral Bricks

Domain "Retreat"



Retreat

Windows

Powder coated Aluminium

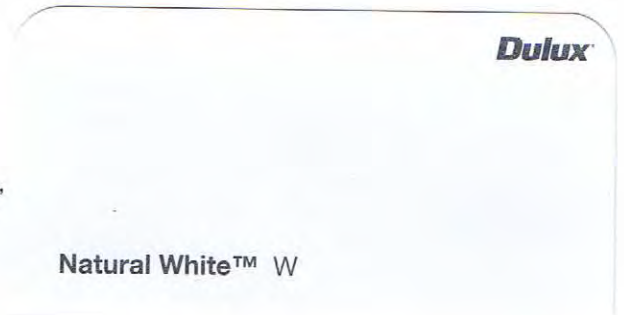
Dulux "Domino"



Weatherboards

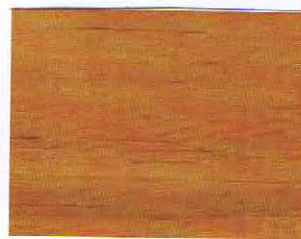
Hardies Linear

Dulux "Natural White"



Timber Posts

Cypress pine



Cedar/Cypress

SURF COAST PLANNING SCHEME  
Plan Referred to in Permit No:  
23/0023

Endorsed by Mathew Mertuszka for and on  
behalf of the  
Council of the Surf Coast Shire  
Date: 7 May 2024

Sheet No: 4 of 4

Received from E-Planning on 29/05/2023 12:42:30 PM

## LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

**Assessment Number:** 180125  
**Certificate Number:** 36933  
**Issue Date:** 01/08/2024  
  
**Property Location:** 1258 Blackgate Road FRESHWATER CREEK 3217  
  
**Legal Description:** LOT: 2 PS: 338348  
  
**Capital Improved Value:** \$2,170,000  
**Site Value:** \$2,140,000  
**Net Annual Value:** \$108,500

The level of values date is 1 January 2024 and became operative for rating purposes on 1 July 2024.

### RATES CHARGES AND OTHER MONIES:

| Rates, Charges & Levies (for period 1 July 2024 to 30 June 2025) |                          |
|--|--------------------------|
| Rates Farm   | \$2,246.17               |
| Primary Production FSPL Variable Charge                          | \$622.79                 |
| Arrears to 30/06/2024:   | \$0.00                   |
| Interest to 22/07/2024:  | \$0.00                   |
| Adjustments:   | \$0.00                   |
| Less Pensioner Rebates:  | \$0.00                   |
| Payments/Adjustments Made:                                       | \$0.00                   |
| <b>Balance of rates and charges owed:</b>                        | <b><u>\$2,868.96</u></b> |
| Additional Monies Owed:  |                          |
| <b>Debtor Balance Owing</b>                                      |                          |
| <b>Special Rates and Charges:</b>                                |                          |
| nil  |                          |
| nil  |                          |
| <b>Total rates and charges/additional monies owed:</b>           | <b>\$2,868.96*</b>       |

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

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

Rate instalments are due 30 September 2024, 30 November 2024, 28 February 2025 and 31 May 2025.

## MISCELLANEOUS INFORMATION

### Fire Services Property Levy (FSPL)

The Fire Services Property Levy is a property-based levy removed from insurance premiums from 1 July 2013 and will be collected with Council rates. All funds collected go to the Victorian State Government to support fire services. For more information refer to [www.firelevy.vic.gov.au](http://www.firelevy.vic.gov.au).

---

## IMPORTANT INFORMATION

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

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

---

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

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

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

---



PAY Telephone & Internet Payment Option – BPAY®

**Biller Code:** 34199  
**Reference Number:** 1801250

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

---

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

COORDINATOR REVENUE

---

Your Reference: 73707073 013 0

Landata  
PO Box 500  
EAST MELBOURNE VIC 8002

# Property Clearance Certificate

## Land Tax



INFOTRACK / GEELONG PROPERTY CONVEYANCING

**Your Reference:** GPC-23/2633

**Certificate No:** 79228546

**Issue Date:** 30 JUL 2024

**Enquiries:** ESYSPROD

**Land Address:** 1258 BLACKGATE ROAD FRESHWATER CREEK VIC 3217

| Land Id  | Lot | Plan   | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 34715532 | 2   | 338348 | 10247  | 478   | \$0.00      |

**Vendor:** MARGARET CONWAY-MANN & LANCE MANN

**Purchaser:** FOR INFORMATION PURPOSES

| Current Land Tax     | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total  |
|----------------------|------|---------------|------------------|------------------|--------|
| MR LANCE ROBERT MANN | 2024 | \$2,140,000   | \$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: \$2,170,000

SITE VALUE: \$2,140,000

**CURRENT LAND TAX CHARGE: \$0.00**

# Notes to Certificate - Land Tax

Certificate No: 79228546

---

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$17,460.00

Taxable Value = \$2,140,000

Calculated as \$11,850 plus ( \$2,140,000 - \$1,800,000) multiplied by 1.650 cents.

---

## Land Tax - Payment Options

**BPAY**

 Biller Code: 5249  
Ref: 79228546

**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](http://www.bpay.com.au)

**CARD**

 Ref: 79228546

**Visa or Mastercard**

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / GEELONG PROPERTY CONVEYANCING

Your Reference: GPC-23/2633

Certificate No: 79228546

Issue Date: 30 JUL 2024

Enquires: ESYSPROD

Land Address: 1258 BLACKGATE ROAD FRESHWATER CREEK VIC 3217

| Land Id  | Lot | Plan   | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 34715532 | 2   | 338348 | 10247  | 478   | \$0.00      |

| AVPCC | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment  |
|-------|---------------------------|----------------|-------------------------------------|--|
| 530.3 | N/A                       | N/A            | N/A                                 | The AVPCC allocated to the land is not a qualifying use. |

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$2,170,000

SITE VALUE: \$2,140,000

CURRENT CIPT CHARGE: \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79228546

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

## Commercial and industrial property tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on commercial and industrial property tax to a purchaser

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / GEELONG PROPERTY CONVEYANCING

**Your Reference:** GPC-23/2633

**Certificate No:** 79228546

**Issue Date:** 30 JUL 2024

**Land Address:** 1258 BLACKGATE ROAD FRESHWATER CREEK VIC 3217

| Lot | Plan   | Volume | Folio |
|-----|--------|--------|-------|
| 2   | 338348 | 10247  | 478   |

**Vendor:** MARGARET CONWAY-MANN & LANCE MANN

**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**

**Paul Broderick**  
Commissioner of State Revenue



# Notes to Certificate - Windfall Gains Tax

Certificate No: 79228546

---

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser



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

## General information

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

---

## Windfall Gains Tax - Payment Options

|   |  |  |
|---|--|--|
| <p><b>BPAY</b></p>  <p>Billers Code: 416073<br/>Ref: 79228540</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p> | <p><b>CARD</b></p>  <p>Ref: 79228540</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61.<br/>A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p> | <p><b>Important payment information</b></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> |
|---|--|--|

# Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: Purchaser/s

From: Lance Robert Mann and Margaret Anne Conway-Mann, 13 Mayfair Drive, Newtown VIC 3220

Property Address: 1258 Blackgate Road, Freshwater Creek VIC 3217

Lot: 2 Plan of subdivision: 338348X

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

Dated: 30/07/2024

Signed for an on behalf of the Vendor: *Geelong Property Conveyancing*

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 30 July 2024 10:59 AM

## PROPERTY DETAILS

Address: **1258 BLACKGATE ROAD FRESHWATER CREEK 3217**  
 Lot and Plan Number: **Lot 2 PS338348**  
 Standard Parcel Identifier (SPI): **2\PS338348**  
 Local Government Area (Council): **SURF COAST**  
 Council Property Number: **180125**  
 Planning Scheme: **Surf Coast**  
 Directory Reference: **Vicroads 93 F6**

[www.surfcoast.vic.gov.au](http://www.surfcoast.vic.gov.au)

[Planning Scheme - Surf Coast](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

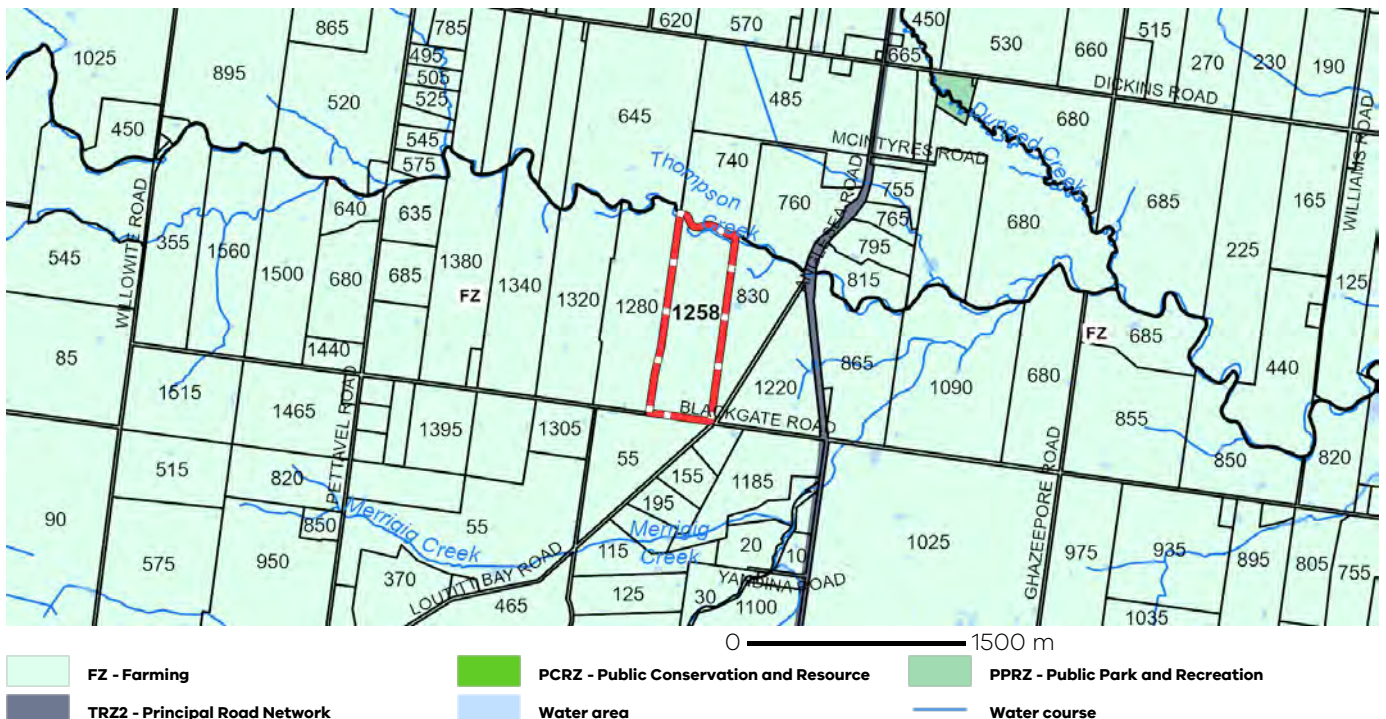
Registered Aboriginal Party: **Wadawurrung Traditional Owners  
Aboriginal Corporation**

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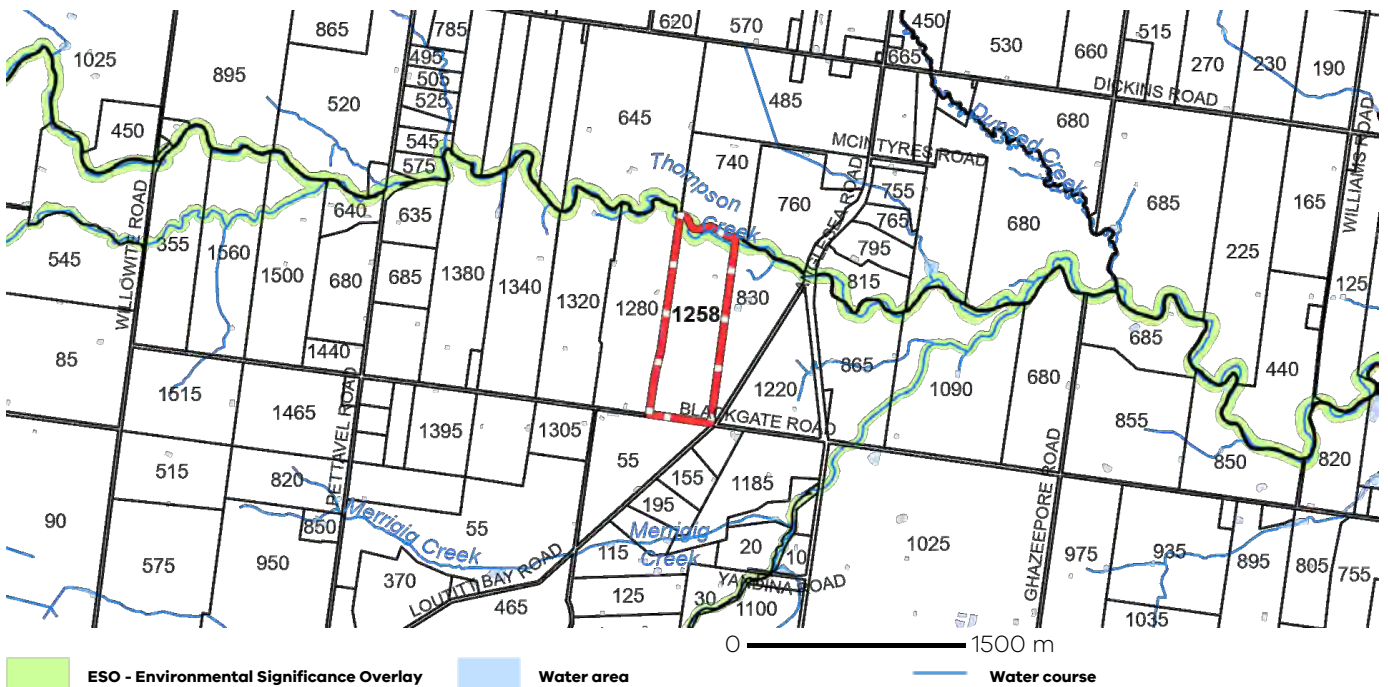
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 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

## Planning Overlays

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

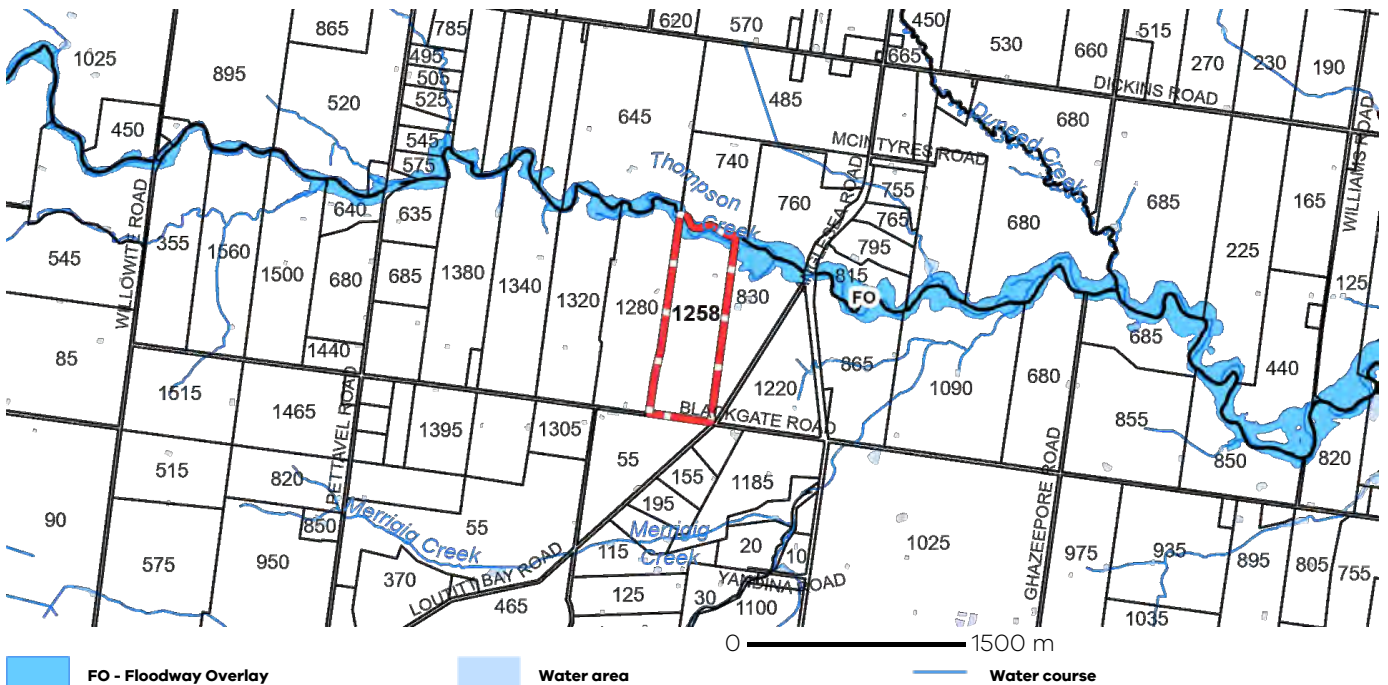
[ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 \(ESO1\)](#)



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

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

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



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

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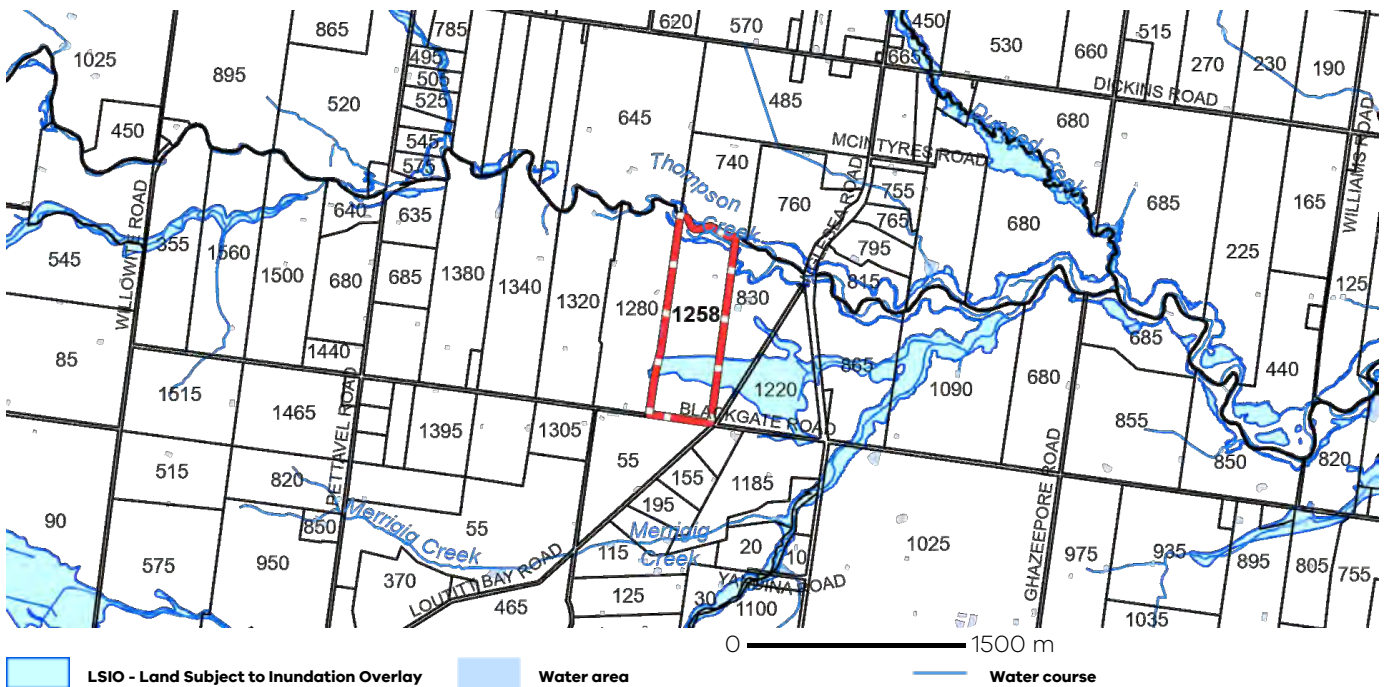
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## Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

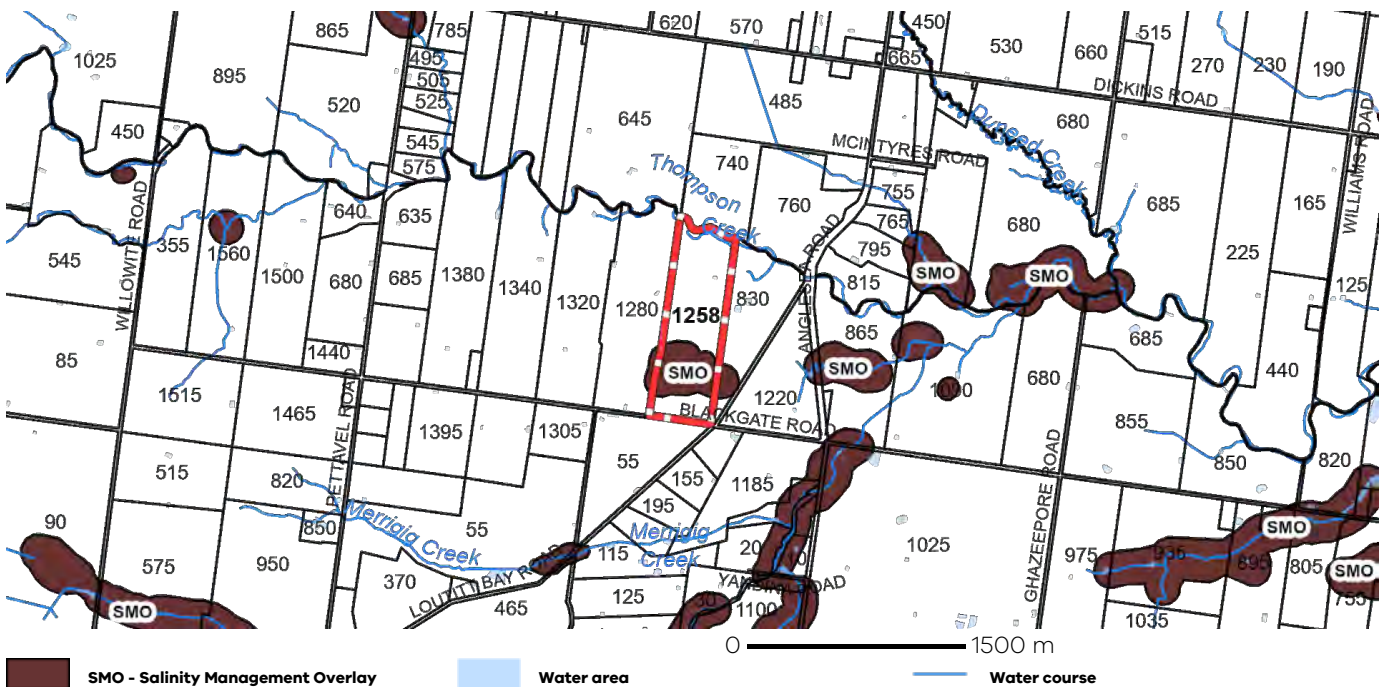
LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



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

SALINITY MANAGEMENT OVERLAY (SMO)

SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)



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

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## Planning Overlays

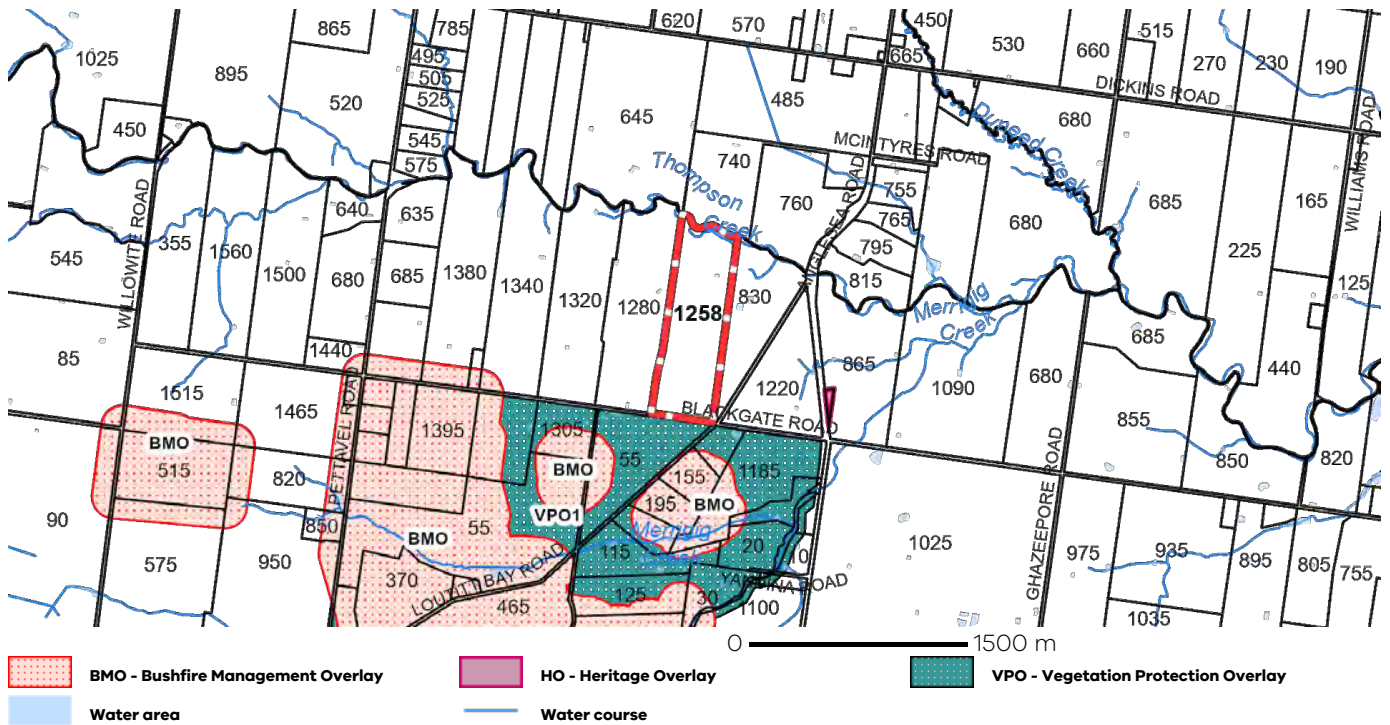
### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

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

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



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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

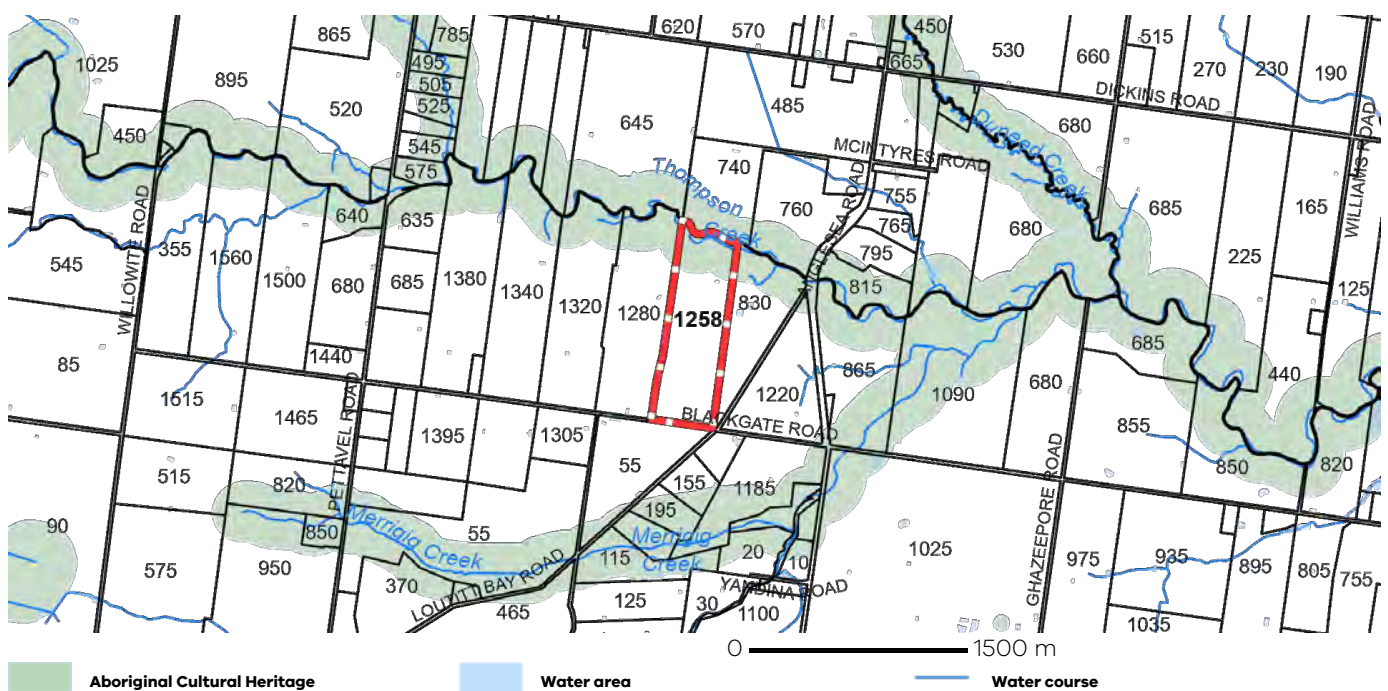
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



## Further Planning Information

Planning scheme data last updated on 26 June 2024.

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

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

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

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

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

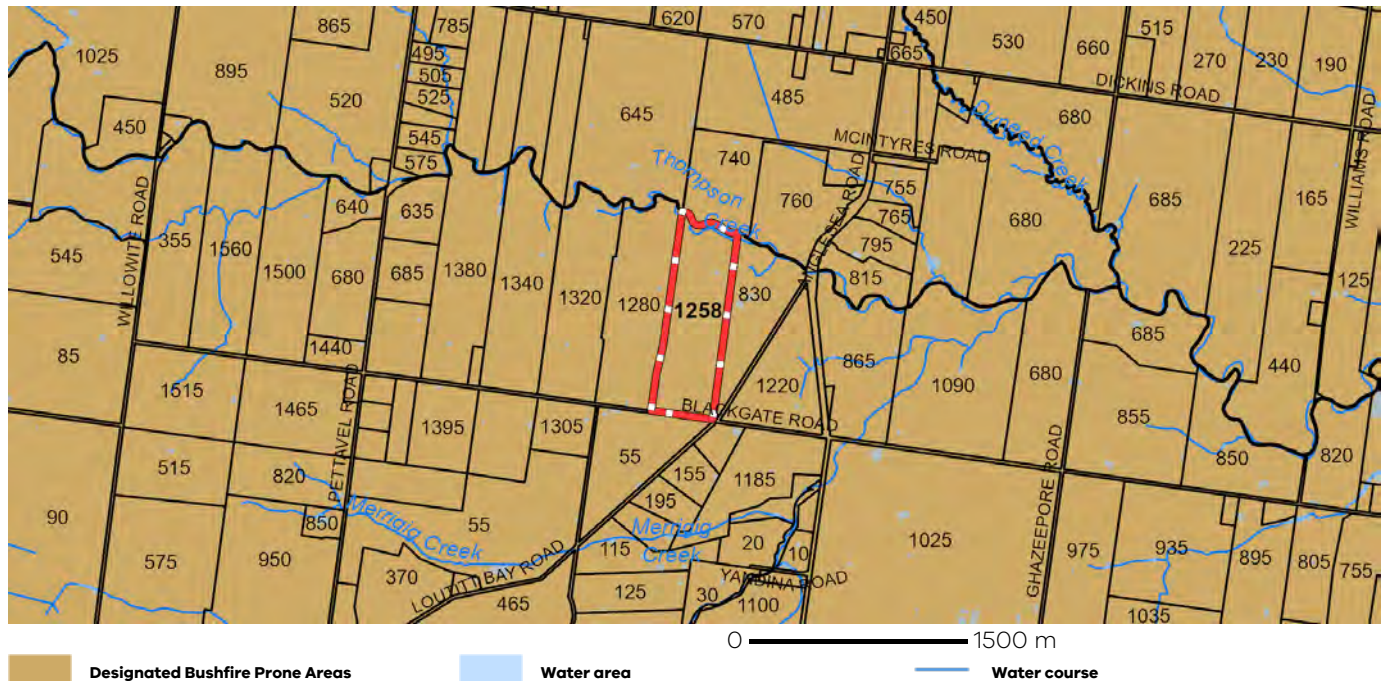


## Designated Bushfire Prone Areas

**This property is 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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

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

## PROPERTY DETAILS

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Standard Parcel Identifier (SPI): **2\PS338348**

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

Council Property Number: **180125**

Directory Reference: **Vicroads 93 F6**

[www.surfcoast.vic.gov.au](http://www.surfcoast.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 540270 sq. m (54.03 ha)

**Perimeter:** 3556 m

For this property:

— Site boundaries

— Road frontages

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

16 overlapping dimension labels are not being displayed

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Barwon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **SOUTH BARWON**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(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.