

DATED

2024

**ROSEMARY ELEANOR HOLDER**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 251-269 Queenscliff Road, Portarlington 3223**

**WIGHTONS LAWYERS**

Lawyers  
89 Myers Street  
Geelong Vic 3220

Tel: 03 5221 8777  
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Ref: JPF:ELC:241465

# Contract of Sale of Real Estate

**Property address**      **251-269 Queenscliff Road, Portarlington 3223**

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

The terms of this contract are contained in the -

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

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

**SIGNED BY THE PURCHASER:** .....

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

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

State nature of authority, if applicable: .....

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

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

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

**Print name(s) of person(s) signing:**      **ROSEMARY ELEANOR HOLDER**

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 a publicly advertised auction or on the day on which the auction was held; or
- 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 as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Act 2014*.

**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**

Elders Real Estate  
3/2-6 Rutland Street, Newtown, VIC 3220  
Tel: 5222 1622

Ref: Peter Lindeman      Mob: 0418525609      Email: peter.lindeman@elders.com.au

**Vendor**

**ROSEMARY ELEANOR HOLDER**  
265 Queenscliff Road, Portarlington, VIC 3223

**Vendor's legal practitioner or conveyancer**

**Wightons Lawyers**  
89 Myers Street, Geelong Vic 3220  
PO Box 469, Geelong Vic 3220  
Email: emmac@wightons.com.au  
Tel: 03 5221 8777      Ref: JPF:ELC:241465

**Purchaser**

Name: .....  
.....  
Address: .....  
ABN/ACN: .....  
Email: .....

**Purchaser's legal practitioner or conveyancer**

Name: .....  
Address: .....  
Email: .....  
Tel:.....      Mob: .....      Fax: .....      Ref: .....

**Land** (general conditions 3 and 9)  
The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	10554	Folio	520
			1
			TP019671H

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: **251-269 Queenscliff Road, Portarlington 3223**

**Goods sold with the land** (general condition 2.3(f)) (list or attach schedule): All fixed floor coverings, electrical fittings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

**Excludes** tractor, harvester, stainless steel still, tractor implements, red transplanter, greenhouse, polytunnel, tables in nursery, watering system, planter boxes, plants in nursery, 2x ride on mowers & 9 sheep unless otherwise agreed between parties.

**Payment** (general condition 11)

Price \$

Deposit \$ \_\_\_\_\_ by \_\_\_\_\_ (of which \$ \_\_\_\_\_ has been paid)

Balance \$ \_\_\_\_\_ payable at settlement

**Deposit bond**

General condition 15 applied only if the box is checked

**Bank guarantee**

General condition 16 applied only if the box is checked

**GST** (general condition 19)

Subject to general condition 19.2, 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

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

The purchaser is not required to make a GST withholding payment under section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) in relation to this supply of land unless the words "GST withholding applies" appear in this box in which case the vendor will provide further details before settlement.

Unless the words "GST withhold applies" appear in this box, this section serves as a notification for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

**Settlement** (general condition 17 & 26.2)

**is due on**

**Lease** (general condition 5.1)

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 5.1.

If '**subject to lease**' then particulars of the lease are :  
(\*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

**Terms contract** (general condition 30)

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 20)

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**

**Building Report**

General condition 21 applied only if the box is checked

**Pest Report**

General condition 22 applied only if the box is checked

## 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 the last page; and*
- *attach additional pages if there is not enough space*

**Special condition 1 – Planning Permit**

The Purchaser acknowledges that a copy of Planning Permit No. PP-909-2020 (“The Planning Permit”) together with its associated application for extension have been included in the Section 32 Statement for information purposes only. The Vendor will not be proceeding with any works under Planning Permit. The Purchaser further acknowledges and agrees that it will not require the Vendor to attend to, complete or contribute to any works under the Planning Permit and it will not require the Vendor to apply for any further extensions to the Planning Permit.

# General Conditions

## Contract Signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
- (a) that -
    - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and



- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -
  - (a) the personal property is of a kind that may or must be described by a serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
  - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay -
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## 12. BUILDING WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
  - (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
  - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either –
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) All conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder must pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) Payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
  - (e) Any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particular to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

### 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

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

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
  - (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

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

18.6 Settlement occurs when the workspace records that:

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

18.7 The parties must do everything reasonably necessary to effect settlement:

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

## 19. GST

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

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

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

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applied to this contract.

19.7 In this general condition:

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

## 20. LOAN

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

## 21. BUILDING REPORT

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and

- (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

## Transactional

### 26. TIME & CO-OPERATION

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

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
  - (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner 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.
- 27.4 Any document properly sent by:

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

## 32. BREACH

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

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



## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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**THIS DEED** dated     day of                   2024

**BETWEEN** **Rosemary Eleanor Holder** of 265 Queenscliff Road, PORTARLINGTON, Victoria (Vendor)

**AND** \_\_\_\_\_ of  
\_\_\_\_\_  
(Purchaser)

**AND** \_\_\_\_\_ of  
\_\_\_\_\_  
(Guarantor)

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

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

**EXECUTED AS A DEED**

<b>EXECUTED</b>	)
<b>BY</b> _____	)
_____	
Director	Director
Name: _____	Name: _____

<b>SIGNED SEALED &amp; DELIVERED BY</b>	)
	)
in the presence of:	
	_____ Signature
_____ Signature of witness	
_____ Print name of witness	

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	251-269 Queenscliff Road, Portarlington 3223
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<b>Vendor's name</b>	Rosemary Eleanor Holder	<b>Date</b>	3/10/24
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<b>Vendor's signature</b>	Rosemary E. Holder
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<b>Purchaser's name</b>		<b>Date</b>	/ /
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<b>Purchaser's signature</b>	
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<b>Purchaser's name</b>		<b>Date</b>	/ /
-------------------------	--	-------------	-----

<b>Purchaser's signature</b>	
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**CONDITIONS OF PLANNING PERMIT NUMBER PP-909-2020 CONTINUED****Notes:****Engineering**

1. Construction of the site stormwater connection/s is to be inspected by Council Representative prior to any backfilling. An appropriate fee equivalent to 3.25% of total cost of civil works, excluding GST (a minimum fee of \$100 applies if the 3.25% amount is less than \$100), is to be paid to Council for inspection. Relevant evidential documentation of the cost is to be provided.
2. All internal property drainage must be designed and constructed to satisfy AS/NZS 3500.
3. A Vehicle Crossing Permit must be obtained prior to commencement of works.
4. A pre-commencement meeting with Council's engineering department is required to be undertaken prior to works starting. To organise this meeting please contact 5272 4426

**Environmental Health**

5. The proprietor of the proposed food business may be required to apply to the City of Greater Geelong Council's, Environmental Health Unit for registration of a food premises under the Food Act 1984. Recommend that contact is made prior to internal fit-out to be able to assist with compliance.
6. The applicant or owner of the land will be required to submit an 'Application to Install a Septic Tank System' to Council's Environmental Health Unit in order to obtain a permit to install a septic tank system. It is highly recommended that a septic plumber or other suitably qualified person is engaged with the design of the system prior to the final site layout is finalised to ensure the system has been sized and located adequately.
7. Please note that the septic tank and effluent disposal area must not be anywhere near the edible herbs as the bacteria present in the effluent can contaminate the crops.

**Barwon Water**

8. The subject site is connected to a shared private water line that is subject to Water Supply by Agreement (WSBA).
9. Barwon Water advise that as development is not going to increase water usage from the shared private line, the existing Water Supply by Agreement does not require changing.
10. Water usage must at all times be consistent with the Water Supply by Agreement (WSBA), serviced via a private shared water line.
11. In the event that increased water usage from the shared pipeline is proposed:
  - a) The developer is to apply to Barwon Water for Water Supply by Agreement, including flow and water consumptions requirements for the development. The application form can be found on Barwon Water's website and the payment of an application fee is required upon lodgement.
  - b) Hydraulic review to be undertaken by a suitably qualified Consultant.
  - c) Communication with the other private line costumers and written agreement of their usage requirements to be provided to Barwon Water.
  - d) Option to extend a new private water line adjacent to the existing to service the development. The capacity of the water system in this area is not currently understood in relation to their potential requirements. We therefore may not have sufficient water volume available for their purposes.
  - e) Consideration should be given to the use of Class C recycled water (with higher salinity) potentially available to the south of the development.
  - f) Approval is not guaranteed.

Date Issued: 28 July 2021

Signature of the  
Responsible Authority:*Dally Beers*

**CONDITIONS OF PLANNING PERMIT NUMBER PP-909-2020 CONTINUED**

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12. If you have any queries regarding the Water Supply by Agreement (WSBA), you must contact Barwon Water.

**Southern Rural Water**

13. It is recommended that you contact Southern Rural Water to determine whether any additional permits are required for any alterations or change of use associated with the dams. It appears that the dams are currently used for stock and domestic purposes.

**CFA**

14. This property is in a designated bushfire prone area.
15. Special bushfire construction requirements apply at the Building Permit stage.
16. This permit has not determined the Bushfire Attack Level (BAL).
17. Any building should consider AS 3959-2018 Construction of Buildings in Bushfire-prone Areas (Standards Australia, 2018).
18. ~~The proposed building be constructed in accordance with the Building Regulations and the Building Code of Australia and in particular to have the following fire equipment installed:~~
- ~~a) 1 x fire hose reel externally adjacent to the main entrance into the Production Area. This is not a requirement under the Building Code of Australia but is highly recommended for occupant use at initial firefighting response;~~
  - ~~b) 1 x 4.5 kg dry powder type fire extinguisher installed internally at the processing area; and~~
  - ~~c) 1 x 2.3 kg dry powder type fire extinguisher internally adjacent to the main entrance into the Sales Area.~~

## IMPORTANT INFORMATION ABOUT THIS PERMIT

### WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit

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

### CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

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

### WHEN DOES A PERMIT BEGIN?

A permit operates:

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

### WHEN DOES A PERMIT EXPIRE?

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

### WHAT ABOUT REVIEWS?

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

Victorian Civil and Administrative Tribunal, 7<sup>th</sup> Floor, 55 King Street, MELBOURNE, 3000 Ph: 1300 018 228

# Property Clearance Certificate

## Land Tax



INFOTRACK / WIGHTONS LAWYERS PTY LTD

<b>Your Reference:</b>	241465
<b>Certificate No:</b>	80105002
<b>Issue Date:</b>	30 SEP 2024
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 251 -269 QUEENSCLIFF ROAD PORTARLINGTON VIC 3223

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26364945	1	19671	10554	520	\$0.00

**Vendor:** ROSEMARY ELEANO HOLDER  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR PETER MORTON HOLDER	2024	\$1,500,000	\$0.00	\$0.00	\$0.00

**Comments:** Property is exempt: LTX Principal Place of Residence. Property is exempt: LTX primary production land.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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**Comments:**

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

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMPROVED VALUE:</b>	\$1,750,000
<b>SITE VALUE:</b>	\$1,500,000
<b>CURRENT LAND TAX CHARGE:</b>	\$0.00





# Notes to Certificate - Land Tax

Certificate No: 80105002

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## 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 = \$9,150.00

Taxable Value = \$1,500,000

Calculated as \$4,650 plus ( \$1,500,000 - \$1,000,000 ) multiplied by 0.900 cents.

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## Land Tax - Payment Options

**BPAY**



Bill Code: 5249  
Ref: 80105002

**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: 80105002

**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 / WIGHTONS LAWYERS PTY LTD

**Your Reference:** 241465  
**Certificate No:** 80105002  
**Issue Date:** 30 SEP 2024  
**Enquires:** ESYSPROD

**Land Address:** 251 -269 QUEENSCLIFF ROAD PORTARLINGTON VIC 3223

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26364945	1	19671	10554	520	\$0.00

AVPCC	Date of entry into reform	Entry Interest	Date land becomes CIPT taxable land	Comment
530	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

<b>CAPITAL IMPROVED VALUE:</b>	<b>\$1,750,000</b>
<b>SITE VALUE:</b>	<b>\$1,500,000</b>
<b>CURRENT CIPT CHARGE:</b>	<b>\$0.00</b>

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80105002

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## 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 / WIGHTONS LAWYERS PTY LTD

<b>Your Reference:</b>	241465
<b>Certificate No:</b>	80105002
<b>Issue Date:</b>	30 SEP 2024

**Land Address:** 251 -269 QUEENSCLIFF ROAD PORTARLINGTON VIC 3223

Lot	Plan	Volume	Folio
1	19671	10554	520

**Vendor:** ROSEMARY ELEANO HOLDER

**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**Paul Broderick**  
Commissioner of State Revenue

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



# Notes to Certificate - Windfall Gains Tax

Certificate No: 80105002

## 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 Ref: 80105000</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: 80105000</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. 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>
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QUEENSCLIFF-PORTARLINGTON RD.

APPROX 75m TO GAMBIA RD.  
SITE: 206.00 m 0° 00' 00"

TBM. NAIL IN ROAD SHOULDER. 10.000

No. 249

No. 251-269

No. 271

SITE: 007.10 m 270° 00' 00"

existing double storey sheet metal clad dwelling w/ sheet metal gable roof  
existing shed - sheet metal clad dwelling w/ sheet metal gable roof  
existing double storey multi clad dwelling w/ sheet metal flat roof  
existing 1.2m post & wire fence  
existing 1.2m post & wire fence

SITE: 007.10 m 90° 00' 00"



Activity Area  
Herb Planting & Cultivation

Area Schedule (New Construction)

Name	Area m2	Squares
1. Proposed PRODUCTION AREA	105.68 m <sup>2</sup>	11.31
2. Proposed SPLASH	27.84 m <sup>2</sup>	2.99
3. Proposed VERANDAH	138.48 m <sup>2</sup>	14.91
4. Proposed FACULTIES	17.51 m <sup>2</sup>	1.88
5a. Proposed STAFF	16.48 m <sup>2</sup>	1.77
5b. Proposed OFFICE	10.71 m <sup>2</sup>	1.14

City of Greater Geelong, Statutory Planning - Date Received 11/10/2021  
Area Schedule (New Construction)

Name	Area m2	Squares
6. Proposed MACHINERY STORAGE	71.76 m <sup>2</sup>	7.72
7. Proposed CARPARK AREA	1363.26 m <sup>2</sup>	145.72
8. Proposed SITE COVERAGE	482.74 m <sup>2</sup>	51.61
9. Proposed BUILDING FOOTPRINT	334.00 m <sup>2</sup>	35.68
<b>SITE</b>	<b>186746.86 m<sup>2</sup></b>	<b>17949.07</b>

SITE PLAN LEGEND:

- PROPOSED WET WATER UNIT
- TOP OF KERB
- BOTTOM OF KERB
- REDUCED LEVEL
- WATER OUTLET (TAP)
- STORMWATER DRAINAGE
- LEGAL POINT OF DISCHARGE
- EXISTING TREE / SHRUB
- EXISTING TREE / SHRUB
- POWER POLE
- TELSTRA PIT
- SIDE ENTRY DRAINAGE PIT
- GRATED SURFACE DRAINAGE PIT
- NON-HABITABLE WINDOW & DOOR POSITION
- HABITABLE WINDOW & DOOR POSITION
- LOT / STREET NUMBER
- 2000 L MN RAINWATER TANK

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

Endorsed Plan  
Planning Permit No: PP-909-2020  
Condition No: 1 & 2  
Sheet 1 of 11  
Approved By Philip Mabbs  
Approved Date 1/10/2021

Site Plan  
SCALE: 1 : 2000

NOTE: THIS IS NOT A BUILDING APPROVAL

SITE PLAN

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ISSUED for PLANNING APPLICATION



**bds** BALANCED DESIGN Studio  
60 Kewanna Drive  
Collingwood Springs 3222  
Ph: 0813291480  
Fax: 0813291488  
BDD: 0420291480  
E: dms@bdsdesign.com.au  
RBP#: DP - AD 33229

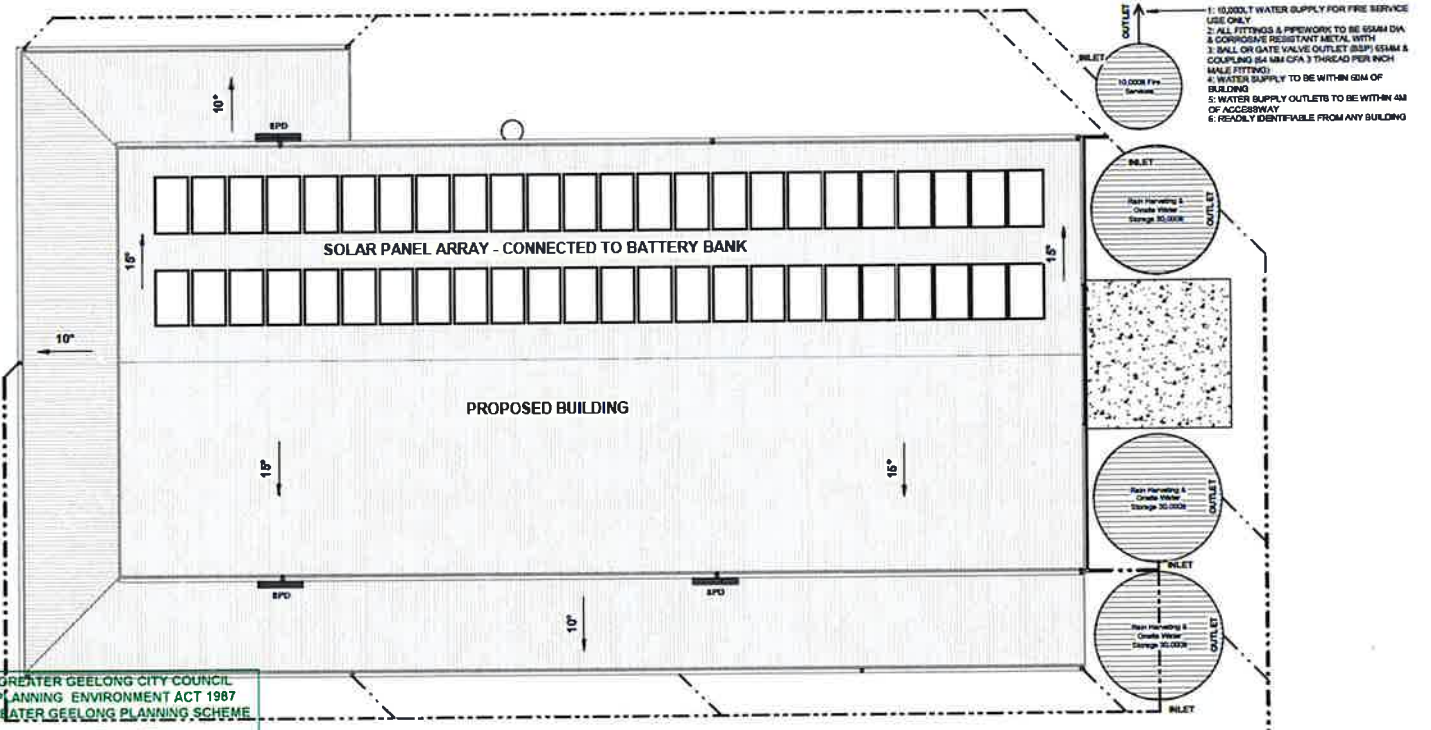
No.	Revision - Nature	Date
1	Planning Permit Pre-App Meeting	16-09-2021
2	Planning Permit Application - Changes w/ Pre App Meeting	27-09-2021
3	Planning Permit Application - Council 2021	11-09-2021
4	Planning Permit Application - Council 2021	21-09-2021
5	Planning Permit Application - WOD Conditions	28-09-2021
6	Planning Permit Application - Landscaping 2021	14-09-2021
7		
8		
9		
10		

Client:	Jamie & Chloe Gillingham
Project:	Proposed New Building
Site:	No. 251-269 Queenscliff Rd, Portarlington 3223

SITE PLAN	
Project number	19 - 874
Date	March - 2020
Drawn by	C. Cartwell
Designed by	C. Cartwell
Scale	As Indicated @ A3
	SD - 01a

1/10/2021 12:45:47 PM





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

**Roof Plan**  
 Endorsement No: 19/09-2020  
 Planning Permit No: 19/09-2020  
 Condition No: 1 & 2  
 Sheet 3 of 11  
 Approved By Philip Mabbs  
 Approved Date 1/10/2021

NOTE: THIS IS NOT A BUILDING APPROVAL

**ROOF PLAN**

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**ISSUED for PLANNING APPLICATION**



SCALE: 1 : 100

**bds** **BALANCED DESIGN Studio**  
 Craig Cartwell  
 80 Kenneth Drive  
 Orlin Springs 3222  
 Ph: 0428291488  
 Fax: 0428291488  
 Mob: 0428291488  
 E: ccartwell@balanced.com.au  
 RBPM# DP - AD 33229

No.	Revision - Issue	Date
E	Planning Permit Pre App Meeting	10-04-2020
F	Planning Permit Application - Changes to Pre App Meeting	25-07-2020
G	Planning Permit - Application	11-09-2020
H	Planning Permit - Application - Council Ref To	21-09-2020
I	Planning Permit - Application - 6000 Litres	30-09-2021
J	Planning Permit - Application - Landscaping 6000 Litres	14-09-2021
K		
L		
M		

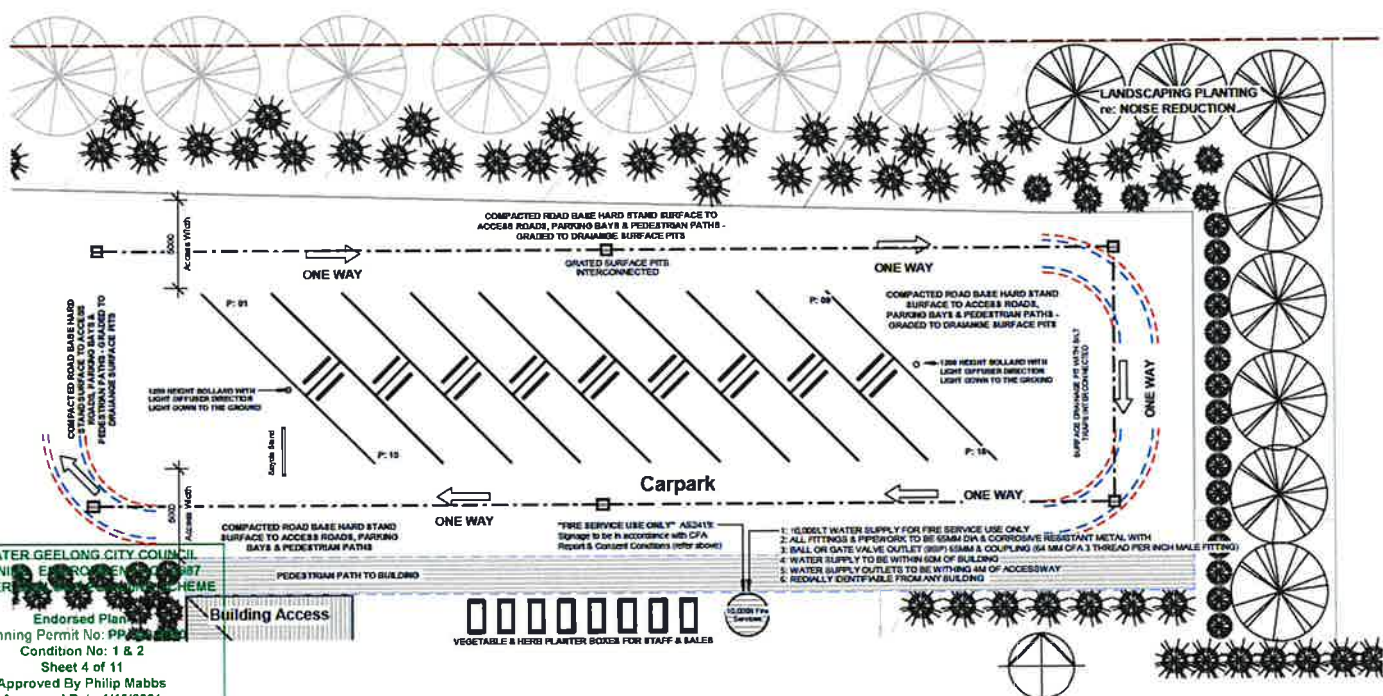
Client:	Jamie & Chloe Gillingham
Project:	Proposed New Building
Site:	No. 251-269 Queenscliff Rd, Portarlington 3223

ROOF PLAN		
Project number	19 - 074	SD - 01c
Date	March - 2020	
Drawn by	C. Cartwell	Scale 1 : 100 @ A3
Designed by	C. Cartwell	



Area Schedule (New Construction)		
Name	Area m2	Squares
1. Proposed PRODUCTION AREA	105.03 m <sup>2</sup>	11.31
2. Proposed SALES	77.64 m <sup>2</sup>	8.34
3. Proposed VERANDAH	138.48 m <sup>2</sup>	14.91
4. Proposed FACILITIES	17.51 m <sup>2</sup>	1.88
5a. Proposed STAFF	18.48 m <sup>2</sup>	1.97
5b. Proposed OFFICE	18.71 m <sup>2</sup>	1.93

Area Schedule (New Construction)		
Name	Area m2	Squares
6. Proposed MACHINERY STORAGE	71.76 m <sup>2</sup>	7.72
7. Proposed CARPARK AREA	1893.25 m <sup>2</sup>	202.72
8. Proposed SITE COVERAGE	442.74 m <sup>2</sup>	47.81
9. Proposed BUILDING FOOTPRINT	324.00 m <sup>2</sup>	34.88
SITE	184746.86 m <sup>2</sup>	19945.07



GREATER GEELONG CITY COUNCIL  
PLANNING & ENVIRONMENT  
GREATER GEELONG SCHEME 52  
Endorsed Plan  
Planning Permit No: PP19/0001  
Condition No: 1 & 2  
Sheet 4 of 11  
Approved By Philip Mabbs  
Approved Date 1/10/2021

NOTE: THIS IS NOT A BUILDING APPROVAL  
**CARPARK**  
SCALE: 1 : 200

**ISSUED for PLANNING APPLICATION**

**balanced DESIGN Studio**  
Cristy Carthew  
85 Kewards Drive  
Cribton Springs 3222  
Ph: 0526291488  
Fax: 0526291488  
Mob: 0438821483  
E: cristy@balanced.com.au  
RBP#: DP - AD 33229

No.	Revision - Issue	Date
1	Planning Permit Pre-App Meeting	15/09/2020
2	Planning Permit Application - Changes in Pre-App Meeting	20/09/2020
3	Planning Permit - Application	11/09/2020
4	Planning Permit - Application - Council 017%	21/09/2020
5	Planning Permit - Application - NCGI Conditions	30/09/2021
6	Planning Permit - Application - Landscape 017%	14/09/2021
7		
8		
9		
10		

Client: **Jamie & Chloe Gillingham**  
Project: **Proposed New Building**  
Site: **No. 251-269 Queensciff Rd, Portarlington 3223**

CARPARK		
Project number	19 - 874	<b>SD - 01d</b>
Date	March - 2020	
Drawn by	C. Carthew	
Designed by	Designer	Scale 1 : 200 @ A3

11/10/2021 12:45:49 PM



Elevation - Sign  
SCALE: 1 : 10

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

Endorsed Plan  
Planning Permit No: PP-909-2020  
Condition No: 1 & 2  
Sheet 5 of 11  
Approved By Philip Mabbs  
Approved Date 1/10/2021

NOTE: THIS IS NOT A BUILDING APPROVAL  
**SIGN**

**ISSUED for PLANNING APPLICATION**

**bds** **BALANCED DESIGN Studio**  
balanced design studio  
Sustainable Building Designers & Advisors

Grant Cornwell  
90 Kewatta Drive  
Cribbin Springs 3222  
PH: 0526214488  
FAX: 0526214488  
MOB: 0458621488  
E: gcomery@bdsstudio.com.au

**bdev**  
Building Designers  
Environment - Vision

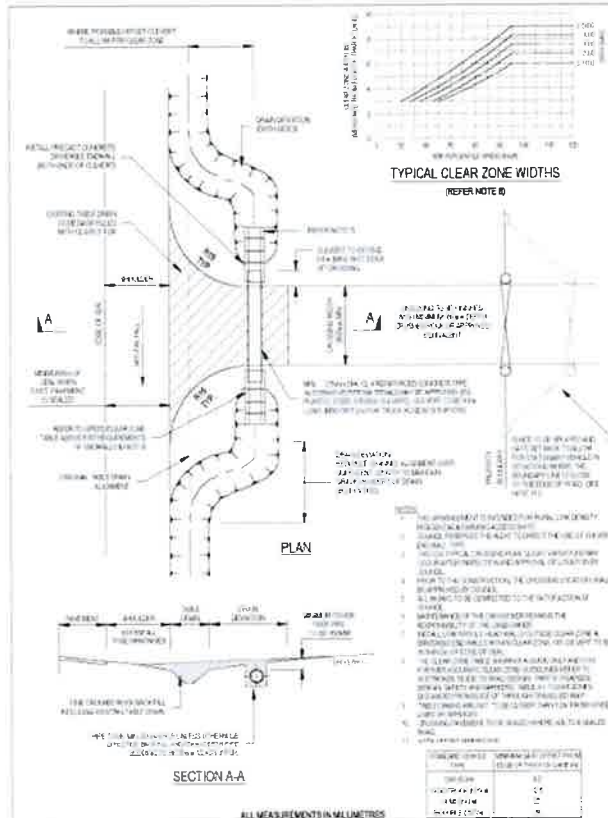
RBP#: DP - AD 33229

No.	Revisions - Issue	Date
E	Planning Permit Pre App Meeting	04-09-2020
F	Planning Permit Application - Changes in Pre App Meeting	26-09-2020
G	Planning Permit - Application	11-09-2021
H	Planning Permit - Application - Council Refs	25-09-2021
I	Planning Permit - Application - RDC Conditions	28-09-2021
J	Planning Permit - Application - Landscape Refs	14-09-2021
K		
L		
M		

Client:	Jamie & Chloe Gillingham
Project:	Proposed New Building
Site:	No. 251-269 Queenscliff Rd, Portarlington 3223

SIGN		SD - 01e
Project number	19 - 874	
Date	March - 2020	
Drawn by	C. Cartwell	
Designed by	C. Cartwell	
Scale	1 : 10 @ A3	

1/10/2021 12:46:50 PM



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

Endorsed Plan  
Planning Permit No. 19-01448  
**PROPOSED VEHICLE CROSSOVER AS PER  
CROSS ENGINEERING Infrastructure Standard  
Condition SD255 - (To be installed prior to works  
Sheet 01f)** Location - refer to SD-01b  
Approved By Philip Mabbs  
Approved Date 1/10/2021

NOTE: THIS IS NOT A BUILDING APPROVAL  
**SITE PLAN - Crossover**

SCALE:

**bds** **BALANCED DESIGN Studio**  
90 Kewas Drive  
Creswick Springs, 3222  
Ph: 0362821488  
Fax: 0362821488  
Mob: 0438821488  
E: cbrown@balanced.com.au  
RBP#: DP - AD 33229

**bda**  
Building Designers  
Association Victoria

ALL MEASUREMENTS IN MILLIMETRES  
**TYPICAL SWALE DRAIN VEHICLE CROSSING  
( RURAL ENTRANCE )**  
LAST UPDATED 26/02/2020

Infrastructure Design Manual Standard Drawings  
Local Government  
Infrastructure Design Association

A copy of the Infrastructure Design Manual can be viewed on the Design Manual website [www.designmanual.com.au](http://www.designmanual.com.au)

**SD 255**  
NOT TO SCALE

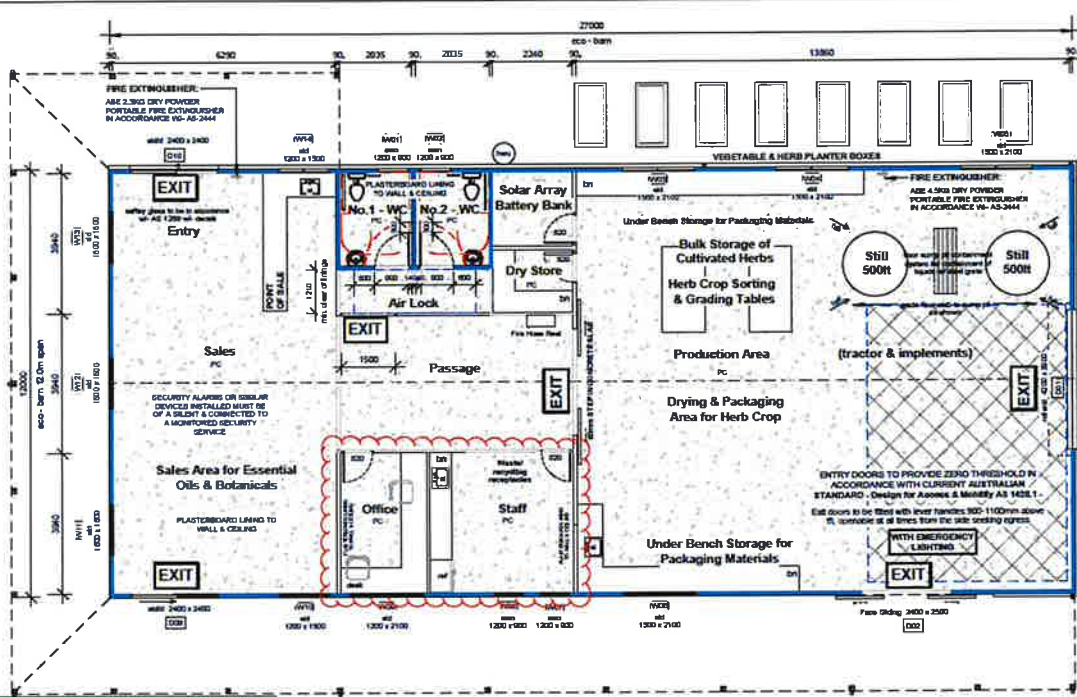
**ISSUED for PLANNING APPLICATION**

<b>Client:</b> Jamie & Chloe Gillingham	<b>SITE PLAN - Crossover</b>	
<b>Project:</b> Proposed New Building	<b>Project number:</b> 19 - 074	<b>SD - 01f</b>
<b>Site:</b> No. 251-269 Queensciff Rd, Portarlington 3223	<b>Date:</b> March - 2021	
	<b>Drawn by:</b> C. Cantwell	
	<b>Designed by:</b> C. Cantwell	<b>Scale:</b> @ A3

1/10/2021 12:45:51 PM







City of Greater Geelong

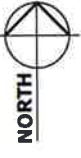
**SYMBOLS LEGEND**

AR	AIR RETURN
BT/L/L	ENGINEERED TIMBER BEAMS/LINTELS
bath	BATH
bn	LAMINATED BENCH
brw	BROOMING CUPBOARD
clb	LAMINATED CUPBOARD
clb	CARPET FLOOR FINISH
clb	DOUBLE STUDS
clb	INDICATED DRAINWASHER SPACE
clb	FIXED GLAZING
clb	LINEN CUPBOARD
clb	NEW METER BOX
clb	MAN HOLE
clb	MIRROR
clb	OVER HEAD CUPBOARDS
clb	POLISHED CONCRETE
clb	PAVING
clb	REFRIGERATOR SPACE
clb	RANGE HOOD
clb	STEEL COLUMN
clb	SMOKE ALARM
clb	ROBE SHELVING
clb	SHOWER
clb	TIMBER FLOOR FINISH
clb	TIMBER POST
clb	TRIPLE STUDS
clb	TILED FLOOR FINISH
clb	WASH TROUGH
clb	UNDER BENCH OVEN
clb	WANTY BASIN
clb	WASH MACHINE SPACE
clb	WALL OVER
clb	EXHAUST FAN
clb	ARTICULATION JOINT
clb	EXISTING TIMBER FRAME WALL
clb	EXISTING MASONRY WALL
clb	EXISTING WALL DEMOLITION
clb	NEW TIMBER FRAME WALL
clb	NEW TIMBER LOAD BEARING WALL
clb	NEW MASONRY WALL
clb	CEMENT RENDER ON POLYSTYRENE
clb	TILE FLOOR/WALL FINISH

**FLOOR FINISH SCHEDULE**

FB	PARTICULARBOARD
CT	CARPET
TL	TILE
TF	TIMBER FLOOR
DECK	DECKING
CON	CONCRETE
PC	POLISHED CONCRETE

Ground Floor  
SCALE: 1:100



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

Endorsed Plan  
Planning Permit No: PP-909-2020  
Condition No: 1 & 2  
Schedule 9 of 14

**ISSUED FOR PLANNING APPLICATION**

**FLOOR PLAN**

NOTE: THIS IS NOT A BUILDING APPROVAL  
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Area Schedule (New Construction)		
Name	Area m <sup>2</sup>	Squares
1. Proposed PRODUCTION AREA	105.08 m <sup>2</sup>	11.31
2. Proposed SALES	77.64 m <sup>2</sup>	8.36
3. Proposed VERANDAH	139.48 m <sup>2</sup>	14.91
4. Proposed FACILITIES	17.51 m <sup>2</sup>	1.88
5. Proposed STAFF	16.88 m <sup>2</sup>	1.77
6. Proposed OFFICE	10.71 m <sup>2</sup>	1.15

Area Schedule (New Construction)		
Name	Area m <sup>2</sup>	Squares
7. Proposed MACHINERY STORAGE	71.76 m <sup>2</sup>	7.72
8. Proposed CARPARK AREA	1863.26 m <sup>2</sup>	202.72
9. Proposed SITE COVERANCE	442.74 m <sup>2</sup>	47.81
10. Proposed BUILDING FOOTPRINT	324.60 m <sup>2</sup>	34.81
SITE	1164748.26 m <sup>2</sup>	12548.07

Rev	Revision - Issue	Date
E	Planning Permit Pre App Meeting	19-04-2020
F	Planning Permit Application - Changes in Pre App Meeting	20-05-2020
G	Planning Permit - Application	11-09-2020
H	Planning Permit - Application - Council 80%	21-09-2020
I	Planning Permit - Application - NCD Conditions	26-09-2021
J	Planning Permit - Application - Conditions 80%	02-08-2021
K	Planning Permit - Application - Conditions 80%	02-08-2021
L		
M		

Client: **Jamie & Chloe Gillingham**  
Project: **Proposed New Building**  
Site: **No. 251-269 Queensciff Rd, Portarlington 3223**

**FLOOR PLAN**  
Project number: 19-874  
Date: March - 2020  
Drawn by: C. Carthell  
Designed by: C. Carthell  
Scale: 1:100 @ A3

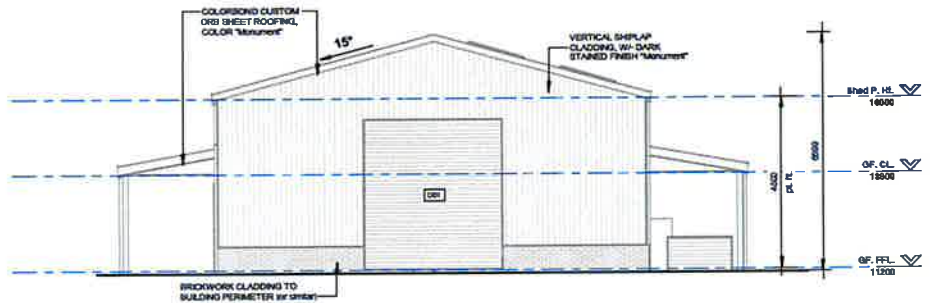
**bds** BALANCED DESIGN Studio  
Crissy Carthell  
80 Riverside Drive  
Clifton Springs, 3222  
Ph: 0428831488  
Fax: 0428831488  
Mob: 0428831488  
E: carthell@bdsdesign.com.au  
RBP#: DP - AD 33229

**bdcv**  
Building Owners  
Association  
Victoria

11/02/2021 12:45:35 PM

DOOR SCHEDULE							
Square set internal plaster reveals							
Fly screens to all opening windows							
All windows & external doors lockable							
All window sizes are approximate only, builder to confirm all measurements on site prior to ordering.							
Set down external door sills (in additions to heights specified) to...							
Mark	Room	Height	Width	Head Height	Operation	U - Value	SHGC
D01	Production Area	4200	3900	4200	Roller Door		
D02	Production Area	2400	2100	2400	Face Sliding		
D03	W02 - WC	2400	940	2400	Hinged		
D04	Air Lock	2400	940	2400	Hinged		
D06	Passage	2100	1500	2100	Opening		
D06	Production Area	2400	830	2400	Hinged		
D07	Production Area	2400	3000	2400	Sliding - Face		
D08	Production Area	2400	830	2400	Hinged		
D09	Basin	2400	2400	2400	Sliding		
D10	Entry	2400	2400	2400	Sliding		

WINDOW SCHEDULE							
Mark	Room	Height	Width	Head Height	Operation	U - Value	SHGC
W01	W01 - WC	1300	900	2400	Fixed		
W02	W02 - WC	1300	900	2400	Fixed		
W03	Production Area	1500	2100	2400	Sliding		
W04	Production Area	1500	2100	2400	Sliding		
W05	Production Area	1500	2100	2400	Sliding		
W06	Production Area	1500	2100	2400	Sliding		
W07	Staff	1300	900	2400	Fixed		
W08	Staff	1300	900	2400	Fixed		
W09	Office	1300	2100	2400	Sliding		
W10	Basin	1300	1500	2400	Sliding		
W11	Basin	1500	1500	2400	Sliding		
W12	Basin	1500	1500	2400	Sliding		
W13	Entry	1500	1500	2400	Sliding		
W14	Entry	1300	1500	2400	Sliding		
W15	Basin	1500	1500	2400	Sliding		



East Elevation  
SCALE: 1 : 100



West Elevation  
SCALE: 1 : 100

**WALLS: Masonry Walls:**  
BRICKWORK CLADDING COLOR "Geelong Red" OR SIMILAR

**ROOF: Custom Orb Sheet Roofing:**  
COLORBOND "Monument" OR EQUIVALENT

**WALLS Cladding:**  
VERTICAL SHIPLAP CLADDING, FINISH "Monument" OR COLORBOND CUSTOM ORB "Monument" OR EQUIVALENT

**WINDOW & DOOR FRAMES & TRIM:**  
COLOUR "Monument" OR EQUIVALENT

GREATER GEELONG CITY COUNCIL  
PLANNING & ENVIRONMENT ACT 1987  
GREATER GEELONG CITY COUNCIL  
PLANNING SCHEME  
94  
WALLS  
Cladding  
WINDOW & DOOR FRAMES & TRIM  
COLOUR "Monument" OR EQUIVALENT

**ELEVATIONS**  
NOTE: THIS IS NOT A BUILDING APPROVAL  
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**ISSUED for PLANNING APPLICATION**

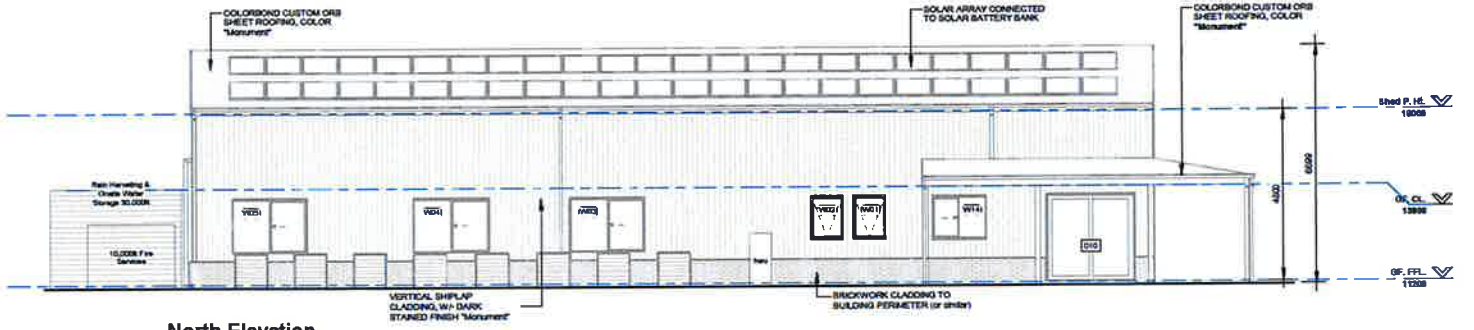
**bds** BALANCED DESIGN Studio  
30 Fenwick Drive  
Osillon Springs 3222  
Ph: 0432681448  
Fax: 0432681448  
Mob: 0432681448  
E: ccartwell@balanced.com.au  
RBP#: DP - AD 33229

Rev.	Revision - Issue	Date
1	Prepared	15-09-2020
2	Planning Permit Pre App Meeting	15-09-2020
3	Planning Permit Application - Changes to Pre App Meeting	15-09-2020
4	Planning Permit - Application	11-09-2020
5	Planning Permit - Application - Council 197's	21-09-2020
6	Planning Permit - Application - RDC Conditions	28-09-2020
7	Planning Permit - Application - Landscape 197's	14-09-2021
8		
9		
10		
11		
12		

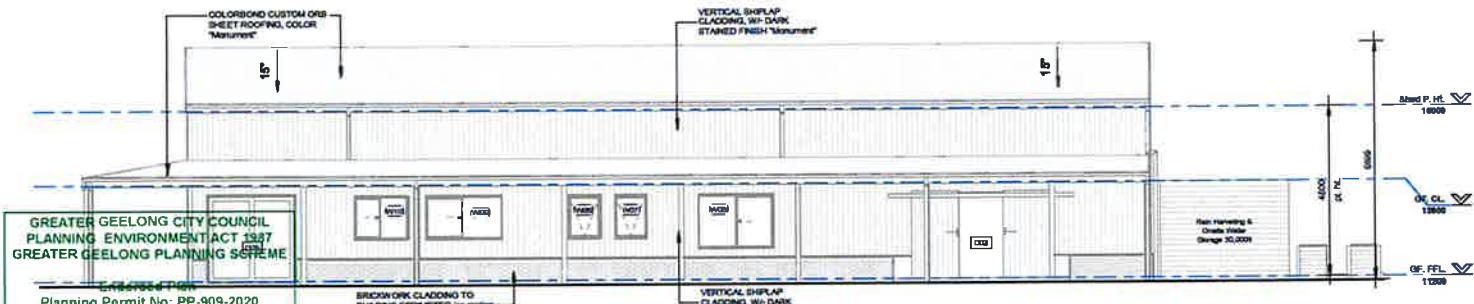
Client:	Jamie & Chloe Gillingham
Project:	Proposed New Building
Site:	No. 251-269 Queenscliff Rd, Portarlington 3223

ELEVATIONS		
Project number	19 - 874	<b>SD - 03a</b>
Date	March - 2020	
Drawn by	C. Cartwell	
Designed by	C. Cartwell	Scale 1 : 100 @ A3

1/10/2021 12:45:56 PM



**North Elevation**  
SCALE: 1 : 100



**South Elevation**  
SCALE: 1 : 100

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

Planning Permit No: PP-909-2020  
Condition No: 1 & 2  
Sheet 11 of 11  
App. **South Elevation**  
Approved Date 1/10/2021

NOTE: THIS IS NOT A BUILDING APPROVAL

**ISSUED for PLANNING APPLICATION**

**ELEVATIONS**  
SCALE: 1 : 100

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**bds** **BALANCED DESIGN Studio**  
Craig Cantwell  
30 Fenwick Drive  
Celtic Springs 3222  
Ph: 0393281468  
Fax: 0393281468  
Mob: 0428621468  
E: ccan@balanceddesign.com  
RBP#: DP - AD 33229

Rev.	Description - Issue	Date
E	Planning Permit No. App. Modified	14.09.2020
F	Planning Permit Application - Changes to Plan Approval	21.09.2020
G	Planning Permit - Application	11.09.2020
H	Planning Permit - Application - Council Refs	21.09.2020
I	Planning Permit - Application - RCSI Conditions	25.09.2021
J	Planning Permit - Application - Landscape Refs	14.09.2021
K		
L		
M		

Client:	Jamie & Chloe Gillingham
Project:	Proposed New Building
Site:	No. 251-269 Queenscliff Rd, Portarlington 3223

ELEVATIONS		
Project number	19 - 074	<b>SD - 03b</b>
Date	March - 2020	
Drawn by	C. Cantwell	
Designed by	C. Cantwell	Scale 1 : 100 @ A3

1/10/2021 12:45:59 PM



If you need help to complete this form, read **MORE INFORMATION** at the end of this form.

- ▲ The City of Greater Geelong is committed to protecting your privacy. Our privacy policy is available on our website and at our Customer Service Centres.
- ▲ The personal information requested on this form is being collected by the City of Greater Geelong for the purpose of assessing planning permit applications, parts of which are set out in the *Planning and Environment Act 1987*.

The personal information will be used for the following purposes:

- Correspond with you about your permit application.
- If necessary, notify affected parties who may wish to inspect your application so that they can respond - this may be a notice onsite, a notice online, a notice in the newspaper and/or by post.
- Or for any other directly related or reasonably related purposes.

The information you provide will be made available:

- Online on the City's website ([geelongaustralia.com.au](http://geelongaustralia.com.au)) during the public notice period of the application.
- On the City's permit register.
- To any person who may wish to inspect your application until the application process is concluded, including any review at the Victorian Civil and Administrative Tribunal.
- To the relevant officers within the City and other pertinent Government agencies directly involved in the planning process.
- To persons accessing information in accordance with the *Public Records Act 1973*, *Planning and Environment Act 1987* or the *Freedom of Information Act 1982*.

Your personal information will not be disclosed on the City of Greater Geelong's website without your consent except in accordance with the *Planning and Environment Act 1987*. If the personal information is not collected, we may not be able to process your application. If you wish to access or alter any of the personal information you have supplied to the City of Greater Geelong, please contact the Planning Department on 5272 4456 or via email [statplanning@geelongcity.vic.gov.au](mailto:statplanning@geelongcity.vic.gov.au) or [privacy@geelongcity.vic.gov.au](mailto:privacy@geelongcity.vic.gov.au)

▲ Questions marked with an asterisk (\*) must be completed, including all required signatures.

- ▲ If the space provided on the form is insufficient, please attach a separate sheet.

The **owner or the occupier** of the land to which a permit applies, may ask the Responsible Authority for an extension of time either:

- Before the permit expires or within 6 months after the permit expiry date where the use or development allowed by the permit has not yet started; or
- Within 12 months after the permit expiry date, where the development allowed by the permit lawfully started before the permit expired.

There is no opportunity to appeal to the Victorian Civil and Administrative Tribunal if the application is made outside of this time.

## Applicant Details

Applicant \*

**NOTE:** You must be the **owner** or **occupier** of the land to apply for an extension of time to a Planning Permit. If you are not the owner or occupier, the Responsible Authority will not make a decision until you provide written consent from the owner or occupier.

Note: The consent relates to personal information to be available on the City's website. Business information is public information therefore consent is not required.


## Contact Details

(If different to the applicant) \*

OR

Same as Applicant

Note: The consent relates to personal information to be available on the City's website. Business information is public information therefore consent is not required.

<b>Name</b>		
Title: Mr	First Name: Jamie	Surname: Gillingham
Organisation (if applicable): Shire House Farm		
<b>Postal Address</b>		If it is a P.O. Box, enter the details here
Unit No.:	St. No.: 251 - 269	St. Name: Queenscliff Road
Suburb/Locality: Portarlington	State: Vic	Postcode: 3223
As the applicant, I give my consent for my personal name, contact details and signature to be made available on the City's website for the purposes of the <i>Planning and Environment Act 1987</i> and may only be used for those purposes. <input checked="" type="radio"/> Yes <input type="radio"/> No		
Signature: (Required)		Date: 08/11/2023 day / month / year
<b>Contact person's details</b>		
Title:	First Name:	Surname:
Organisation (if applicable):		
Unit No.:	St. No.:	St. Name:
Suburb/Locality:	State:	Postcode:
As the applicant, I give my consent for my personal name, contact details and signature to be made available on the City's website for the purposes of the <i>Planning and Environment Act 1987</i> and may only be used for those purposes. <input type="radio"/> Yes <input type="radio"/> No		
Signature: (Required)		Date:
		day / month / year



## Applicant/Contact Details

Please provide at least one contact phone number and an email address \*

Business Phone: 0451 421 158	Mobile Phone: 0451 421 158
Email: jamiehsg@yahoo.com	

## Owner/Occupier Details


### Owner/Occupier \*

The person or organisation who owns the land

Where the owner is different from the applicant, provide the details of that person or organisation.

OR

Same as Applicant:

<b>Owner/Occupier details</b>					
Title:	First Name:	Surname:			
Organisation (if applicable):					
Unit No.:	St. No.:	St. Name:			
Suburb/Locality:			State:	Postcode:	
Owner/Occupier's Signature: (Optional) 					Date: 08/11/2023 <small>day / month / year</small>



## Permit Details

Provide full permit information \*

Planning Permit No.: PP-909-2020	Date Issued: 28 <sup>th</sup> July 2021	
Permit Address: 251 – 269 Queenscliff Road		
Suburb/Locality: Portarlington	State: VIC	Postcode: 3223
Has the use or development approved by the Permit commenced?		<input type="radio"/> Yes <input checked="" type="radio"/> No
If the use or development has commenced, what date did it commence?		Date: <input type="text"/>
If the Permit allowed subdivision, was the application made online via SPEAR?		<input type="radio"/> Yes <input checked="" type="radio"/> No
If the use or development has commenced, please describe what has commenced on site (including any demolition) and attach any relevant supporting documents/photos		
<div style="border: 1px solid black; height: 80px;"></div>		

Use/Development and Subdivision information \*

## Extension is Required to:

Select all options that apply \*

Commence the use	<input checked="" type="radio"/>
Commence the development	<input checked="" type="radio"/>
Certify a Plan under the Subdivision Act 1988	<input type="radio"/>
Complete the development	<input checked="" type="radio"/>

## Reason for the Request \*

Provide reason \*

Please describe reasons for why works were not commenced or completed in time, as well as any previous extensions to the permit, any activity undertaken, or costs incurred to proceed with the permit and whether there is any change to the surrounding area which would alter the consideration of the proposal.

Due to a combination of cost escalation, contractor and materials shortages and a family bereavement we have not been in a position to commence development as per the approval.

Our Shire House Farm business activities remain active across the site, and we have taken the opportunity to invest in critical farm infrastructure and product lines, which have helped to expand our businesses underlying strengths and enabled us to assess development activities associated with the permit, into 2024.



## Extension Period

To commence	<input type="text" value="1.5"/>	Years	and/or	to complete	<input type="text" value="1.5"/>	Years
-------------	----------------------------------	-------	--------	-------------	----------------------------------	-------

## Application Fee

1 <sup>st</sup> Request \$315.00	2 <sup>nd</sup> Request \$440.00	3 <sup>rd</sup> Request \$660.00
Extension of Time Request	<input type="text" value="\$ 300.00"/>	Payable on Lodgement

## Declaration

This form must be signed \*

**⚠** Remember it is against the law to provide false or misleading information, which could result in a heavy fine and cancellation of the permit.

I declare that I am the Owner or Occupant of this land, or I have attached the written consent of the owner or occupier to act on their behalf and that all information given is true and correct.

Signature:  
(Required)



Date: 08/11/2023  
day / month / year

## Lodgement

Lodge the completed and signed form, the fee, and all documents with:

City of Greater Geelong  
PO Box 104  
Geelong VIC 3220

Wurriki Nyal  
137-149 Mercer Street  
Geelong VIC 3220

[statplanning@geelongcity.vic.gov.au](mailto:statplanning@geelongcity.vic.gov.au)

**Contact information:**  
Phone: (03) 5272 4456

Deliver application in person, by post or by electronic lodgement

### Please Note:

1. You must be the owner or occupier of the land to apply for an Extension of Time to a planning permit. If you are not the owner or occupier, the Responsible Authority will not make a decision until you provide written consent from the owner or occupier.
2. This form sets out the standard information required for Extension of Time applications. Additional information may be required to process your request by the planning officer after lodgement.
3. Sufficient justification for an extension must be provided to the Responsible Authority to assess your request. Additional information which may give reason for the request should be attached.
4. When assessing an Extension of Time to a Planning Permit, the Responsible Authority may rightly consider:
  - a) Whether there has been a change of planning policy.
  - b) Whether the landowner is seeking to "warehouse" the permit.
  - c) Intervening circumstances as bearing upon grant or refusal.
  - d) The total elapse of time.
  - e) Whether the limit originally imposed was adequate.
  - f) The economic burden imposed on the landowner by the permit.
  - g) The probability of a permit issuing should a fresh application be made.

# 1 FINANCIAL MATTERS

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

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

(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box.

None to the Vendor's knowledge
--------------------------------

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

	To	
--	----	--

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

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 530
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

# 2 INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

### 3 LAND USE

#### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

#### 3.2. Road Access

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

#### 3.3. Designated Bushfire Prone Area

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

#### 3.4. Planning Scheme

Attached is a certificate with the required specified information.

### 4 NOTICES

#### 4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

#### 4.2. Agricultural Chemicals

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

Not Applicable.

#### 4.3. Compulsory Acquisition

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

Not Applicable.

### 5 BUILDING PERMITS

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

Not Applicable.

### 6 OWNERS CORPORATION

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

Not Applicable.

## 7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not Applicable.

## 8 SERVICES

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

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

## 9 TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<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.)*

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

## 13 ATTACHMENTS

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

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

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

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)



## Land boundaries

### Do you know the exact boundary of the property?

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

## Planning controls

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

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

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

### Are there any proposed or granted planning permits?

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

### Are any recent building or renovation works covered by insurance?

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

## Utilities and essential services

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

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

## Buyers' rights

### Do you know your rights when buying a property?

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

(04/10/2016)



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

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

Page 1 of 1

VOLUME 10554 FOLIO 520

Security no : 124118634763Y  
Produced 30/09/2024 12:10 PM

**LAND DESCRIPTION**

Lot 1 on Title Plan 019671H.  
Created by Application No. 109040F 05/10/2000

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor

ROSEMARY ELEANOR HOLDER of 251-269 QUEENSCLIFF ROAD PORTARLINGTON VIC 3223  
AX644107S 16/01/2024

**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.

**DIAGRAM LOCATION**

SEE TP019671H FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 251-269 QUEENSCLIFF ROAD PORTARLINGTON VIC 3223

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 19407L WIGHTONS LAWYERS  
Effective from 16/01/2024

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>TP019671H</b>
Number of Pages (excluding this cover sheet)	<b>1</b>
Document Assembled	<b>30/09/2024 12:10</b>

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

<b>EDITION 1</b>	<b>TITLE PLAN</b>			<b>TP19671H</b>	
Location of Land Parish: PAYWIT Township: Crown Allotment: 14 (PT) Block: 1 Crown Portion: LTO base record: SDMB-C (RURAL) Last plan Reference: Title Reference: Depth Limitation: NIL		Notations Warning as to dimensions : Any dimension and connection distance shown is based on the description of the land as contained in the General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.			
Easement Information E - Encumbering Easement R - Encumbering Easement (ROAD) A - Appurtenant Easement				THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES	
Easement Reference	Purpose/Authority	Width	Origin	Land benefitted/In favour of	Checked by <i>[Signature]</i> Date 15/11/00 Assistant Registrar of Titles
NIL					
<p style="text-align: center;">                 PORTARLINGTON - QUEENSLIFF ROAD                  CHURCH ROAD                  N.W. CNR OF C.A. 14                  LOT 1                  16.67ha                  C.A. 15             </p>					
LENGTHS ARE IN METRES	NOT TO SCALE	SHEET SIZE A3	DEALING No: <b>AP109040F</b> DEALING CODE: 14		
Sheet 1 of 1 Sheets					

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 24 September 2024 09:22 AM

## PROPERTY DETAILS

Address: **251-269 QUEENSCLIFF ROAD PORTARLINGTON 3223**  
Lot and Plan Number: **Lot 1 TP19671**  
Standard Parcel Identifier (SPI): **1\TP19671**  
Local Government Area (Council): **GREATER GEELONG**  
Council Property Number: **258711**  
Planning Scheme: **Greater Geelong**  
Directory Reference: **Melway 458 G3**

[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

[Planning Scheme - Greater Geelong](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**  
Legislative Assembly: **BELLARINE**

## OTHER

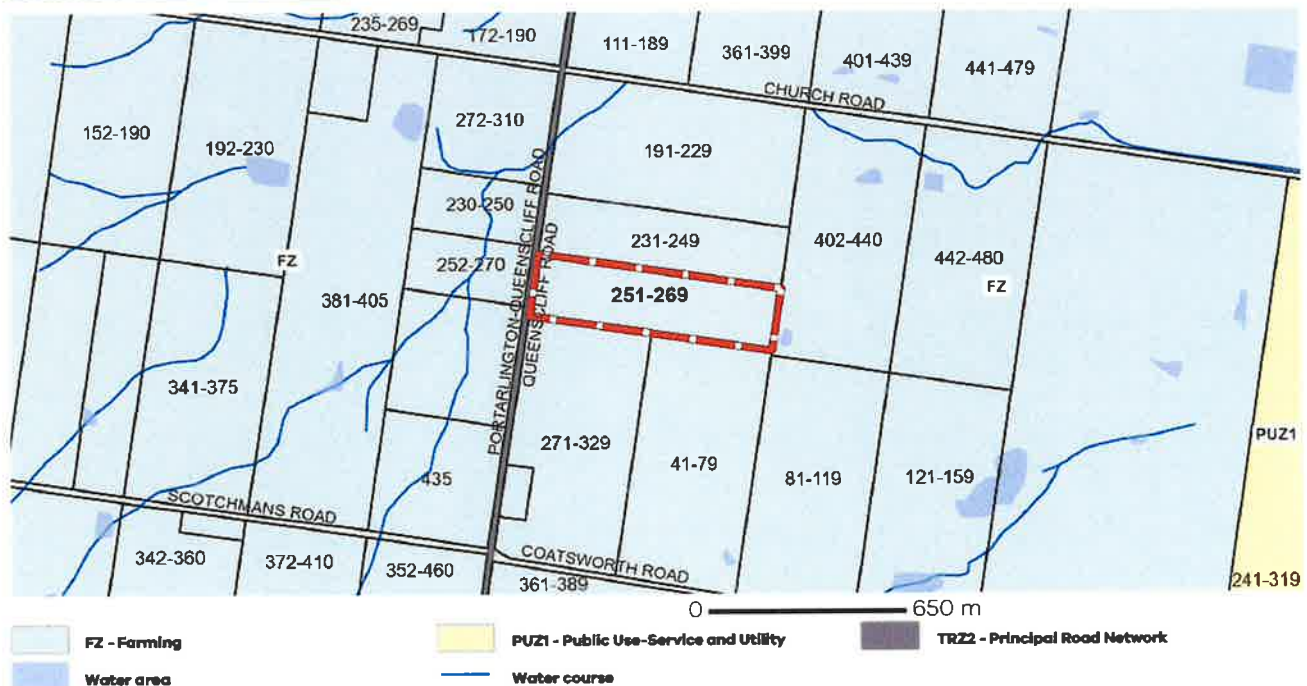
Registered Aboriginal Party: **Wadawurrung Traditional Owners  
Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

**FARMING ZONE (FZ)**

**SCHEDULE TO THE FARMING ZONE (FZ)**



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

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

PLANNING PROPERTY REPORT: 251-269 QUEENSCLIFF ROAD PORTARLINGTON 3223

## Planning Overlay

None affecting this land - there are overlays in the vicinity

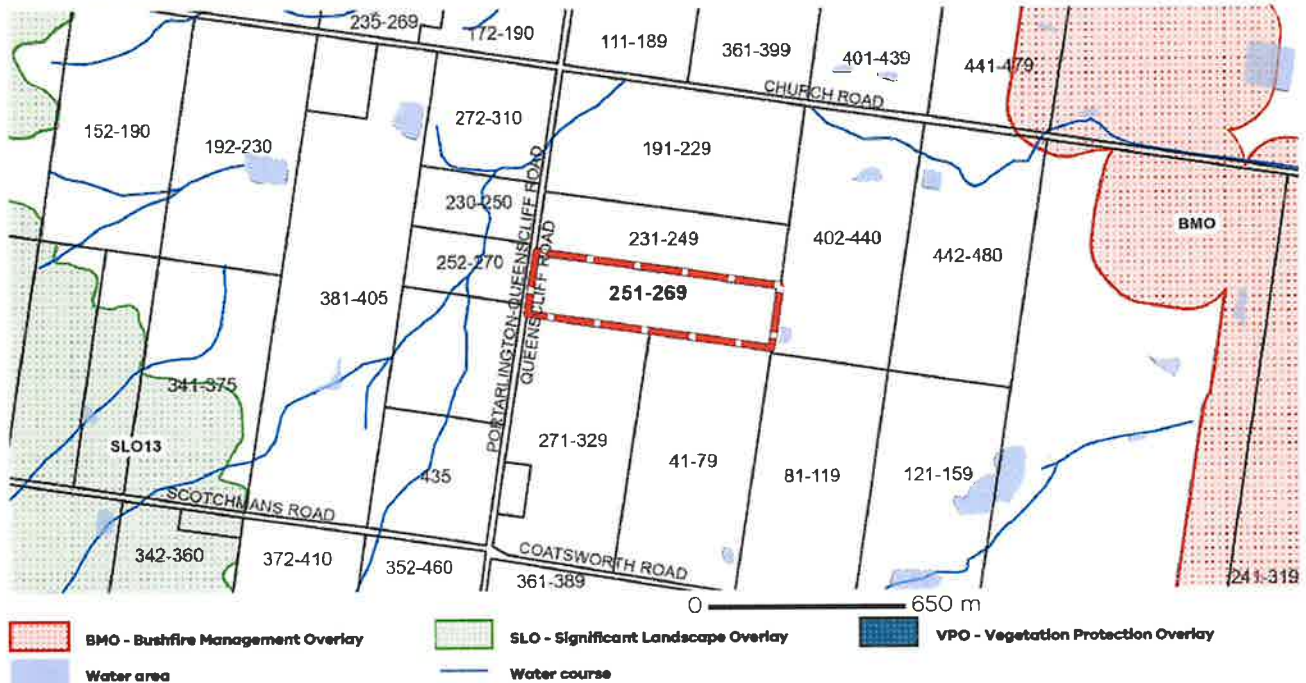
### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

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

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



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

## Further Planning Information

Planning scheme data last updated on 19 September 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>

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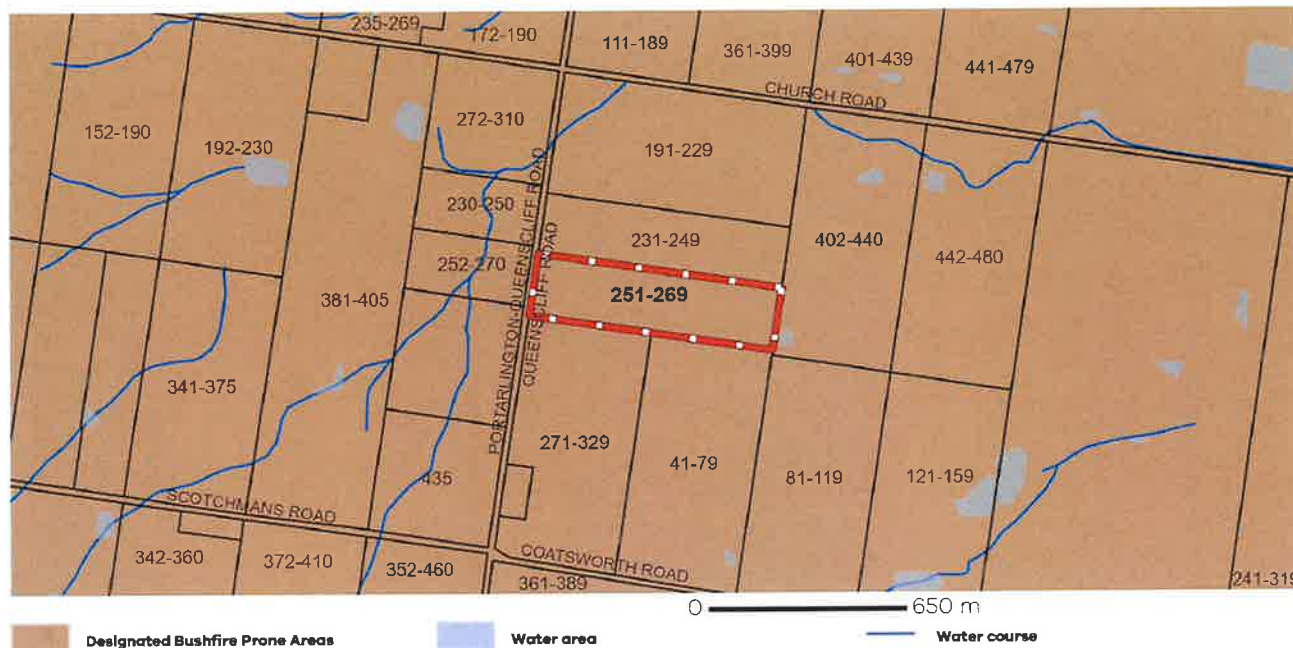
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## 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)

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# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 24 September 2024 09:22 AM

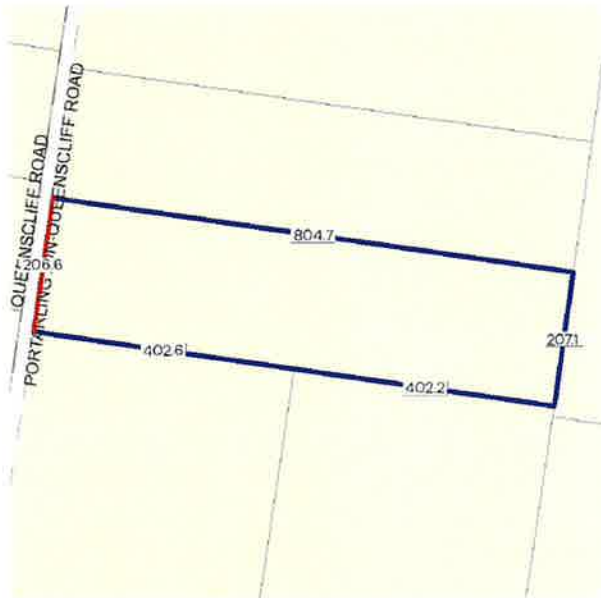
## PROPERTY DETAILS

Address: **251-269 QUEENSCLIFF ROAD PORTARLINGTON 3223**  
Lot and Plan Number: **Lot 1 TP19671**  
Standard Parcel Identifier (SPI): **1\TP19671**  
Local Government Area (Council): **GREATER GEELONG**  
Council Property Number: **258711**  
Directory Reference: **Melway 458 G3**

[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

## SITE DIMENSIONS

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



**Area:** 166467 sq. m (16.65 ha)

**Perimeter:** 2023 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.

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: **BELLARINE**

## 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>

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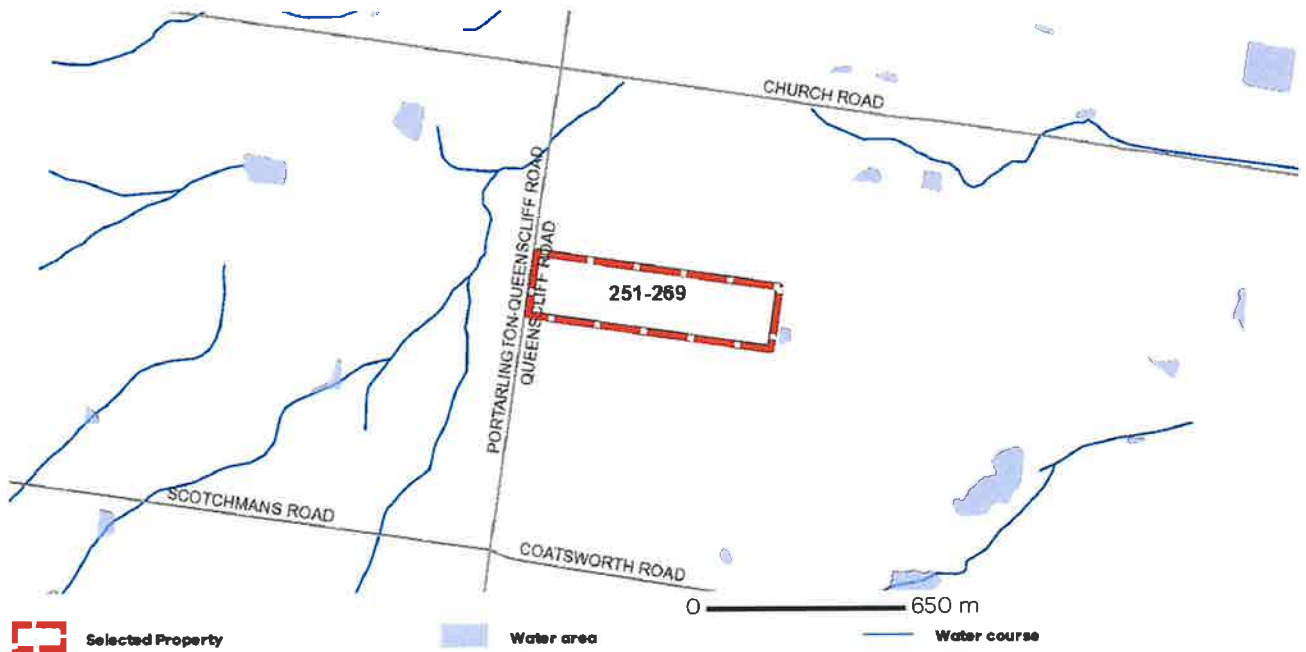
Read the full disclaimer at <https://www.veera.vic.gov.au/disclaimer>

PROPERTY REPORT: 251-269 QUEENSCLIFF ROAD PORTARLINGTON 3223

Page 1 of 2



## Area Map



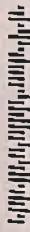
2023-24

# RATE INSTALMENT NOTICE



ABN 18 374 210 672  
All items inc GST free.

023-3223 (25711)



P M Holder and R E Holder  
251-269 Queenscliff Road  
PORTARLINGTON VIC 3223

**4th Instalment**  
**\$697.50**  
Due by  
**31 May 2024**

Rate No. **66456**

**1** **5297** **RUSSIAN**

Property **251-269 Queenscliff Road, PORTARLINGTON VIC 3223**  
**159168m2 Pt CA 14 Sec 1**

### INTEREST

The 2023-24 penalty interest rate of 10% is chargeable on all arrears and overdue amounts.

Please be aware that this notice may not include transaction after **1 May 2024**.

### HARDSHIP

If you are unable to make payment by the due date or are experiencing hardship, please contact us on 03 5272 5272 or email: [contactus@geelongcity.vic.gov.au](mailto:contactus@geelongcity.vic.gov.au)

Issued **6 May 2024**

**\$697.50**

**4th Instalment Total Due**

**\$697.50**

### PAYMENT METHODS

#### ONLINE OR BY PHONE

Online: [www.geelongaustralia.com.au/rates](http://www.geelongaustralia.com.au/rates)  
Phone: **1300 858 038** Ref: **66456**  
A payment processing fee of 0.25 per cent applies for payments by Visa and Mastercard.



Payment via internet or phone banking, from your checking or savings account, Visa and Mastercard. No processing fee applicable.

#### BPAY

Billers Code: **17475**  
Ref: **1000 0066 4565**



#### DIRECT DEBIT

Call **5272 5272** for an application form, or go to [www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)



#### CENTREPAY

Use Centrepay to make regular deductions from your Centrelink payment. Centrepay is a voluntary and easy payment option. Go to [servicenustralia.gov.au/centrepay](http://servicenustralia.gov.au/centrepay) for more information.



#### IN PERSON

Pay at any Australia Post outlet or visit us at Wuiriki Nyal 137-149 Mercer St, Geelong

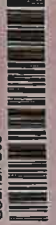


**4th Instalment** **\$697.50**



\*877 664565

Council Use



## Information Statement Part A

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

**INSTALLATION NUMBER:** 17385624      **APPLICATION NUMBER:** 476205      **DATE:** 30/09/2024  
**PROPERTY ADDRESS:** 251-269 QUEENSCLIFF RD, PORTARLINGTON, VIC 3223  
**YOUR REFERENCE:** 4560  
**OWNER:** R E HOLDER  
**COMMENTS:** Comments

The following service charges are applicable for the abovenamed property for the period 01/07/2024 to 30/09/2024. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Water Service Charge	31.23	0.00	31.23
Total Service Charge	\$ 31.23	0.00	31.23

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

### Charges Due & Payable

	Value	GST	Price
<b>TOTAL DUE</b>	\$ <b>NIL</b>	<b>NIL</b>	<b>NIL</b>

### Important Information

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

The water meter for this property was last read on 19/07/2024. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

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

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

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

\* **PLEASE NOTE:** Verbal confirmation will not be given after 29/11/2024. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 29/11/2024 and a fee will be payable.

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

Manager Customer Centre

## Information Statement Part A

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

**INSTALLATION NUMBER:** 17365110      **APPLICATION NUMBER:** 476205      **DATE:** 30/09/2024  
**PROPERTY ADDRESS:** CNR CHURCH RD, 172-190 QUEENSCLIFF RD, BELLARINE, VIC 3223  
**YOUR REFERENCE:** 4560  
**OWNER:** A S Hopper  
**COMMENTS:** Comments

The following service charges are applicable for the abovenamed property for the period 01/07/2024 to 30/09/2024. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	<b>Value</b>	<b>GST</b>	<b>Price</b>
Water Service Charge	31.23	0.00	31.23
<b>Total Service Charge</b>	<b>\$ 31.23</b>	<b>0.00</b>	<b>31.23</b>

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

### Charges Due & Payable

	<b>Value</b>	<b>GST</b>	<b>Price</b>
<b>TOTAL DUE</b>	<b>\$ NIL</b>	<b>NIL</b>	<b>NIL</b>

### Important Information

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

The water meter for this property was last read on 19/07/2024. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

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

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

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

\* **PLEASE NOTE:** Verbal confirmation will not be given after 29/11/2024. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 29/11/2024 and a fee will be payable.  
\*  
\*

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

Manager Customer Centre

## ***Information Statement Part B***

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

30-09-2024

Wightons Lawyers Pty Ltd C/- InfoTrack (LEAP) C/- LANDATA  
Two Melbourne Quarter, Level 13, 697 Collins Street  
Docklands

Property: 251-269 QUEENSCLIFF ROAD PORTARLINGTON 3223

I refer to your application received at this office on 30/09/2024. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

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

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

**Our Ref:** EC476205

**Your Ref:** 4560

**Agent Ref:** 74399860-024-0

Yours faithfully,

Manager Customer Centre

## ***Information Statement Part B***

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

30-09-2024

Wightons Lawyers Pty Ltd C/- InfoTrack (LEAP) C/- LANDATA  
Two Melbourne Quarter, Level 13, 697 Collins Street  
Docklands

Property: 172 QUEENSCLIFF RD BELLARINE 3223

I refer to your application received at this office on 30/09/2024. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

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

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

**Our Ref:** EC476205

**Your Ref:** 4560

**Agent Ref:** 74399860-024-0

Yours faithfully.

Manager Customer Centre

## WATER SUPPLY "BY AGREEMENT"

Wightons Lawyers Pty Ltd C/- InfoTrack (LEAP) C/- LANDATA  
Two Melbourne Quarter, Level 13, 697 Collins Street  
Docklands

30-09-2024

Dear Sir/Madam

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

251 269 QUEENSCLIFF RD PORTARLINGTON 3223

Barwon Water's records indicate this property is not within a "Declared Serviced Area" and is supplied with water under a Separate Written Agreement. (SWA)

You should note this agreement is between the occupier (owner or tenant) of a property and Barwon Water, and is subject to conditions that MUST be adhered to. It should also be noted there is no property entitlement for continued supply of water to the land in question. Therefore a new occupier (owner or tenant) of this property is required to apply to Barwon Water for a new agreement for water supply to be continued. Please find attached **an application form to be completed and submitted within 14 days** of you occupying the property.

Due to recent changes in "Safe Drinking Water Regulations", Barwon Water now reviews all conditions when a new "supply agreement" relates to a property, and reserves the right to ensure water supply systems are consistent with today's standard requirements. Therefore, when the information on the water supply to the property is reviewed, if it is found all the conditions (including new conditions required due to the above regulation changes) are not met, Barwon Water will insist they are met thus ensuring continuance of supply under agreement arrangements.

The new Customer Charter contains standard terms and conditions that relate to this type of water supply agreement. Additional conditions which may include: meter types (e.g. remote RF meters etc.), relocation of private service pipes outside private property, and other modifications etc., may also be required at the owner or occupier's expense prior to an agreement existing. Terms and Conditions documents are available at Barwon Water's offices, on our website at [www.barwonwater.vic.gov.au](http://www.barwonwater.vic.gov.au), or our staff can arrange to post or fax a copy to you by calling the number below.

If an application form is not received within 14 days of the new occupancy, Barwon Water may direct termination of this water supply. Alternatively, if the occupier of the property is not the owner, please advise of the occupier's details (name and postal address) so the relevant documentation may be forwarded appropriately.

If the supply to the property is through a system owned by a third party, the occupier will be required to deal with the owner(s) regarding continued access.

Should you have any further enquiries regarding the information above, please contact Development Services on 1300 656 007.

**Our Ref:** EC476205

**Your Ref:** 4560

**Agent Ref:** 74399860-024-0

Yours faithfully,

Manager Customer Centre

## Supply by agreement - renewal

Installation no:	Customer no:
------------------	--------------

*\*Mandatory*

<b>Location of property*</b>			Title or site plan attached <input type="checkbox"/>
Crown Allotment No:	Parish name:	Lot No:	Street No:
Street:		Suburb:	
Nearest Cross Road:			

<b>Owner details *</b>	
Name:	
Postal Address:	
Postcode:	
Phone:	Fax:
E-mail:	
Settlement date:	

<b>Applicant details * (if not the current owner)</b>	
Name:	
Postal Address:	
Postcode:	
Phone:	Fax:
E-mail:	
Settlement date:	

<b>Purpose of use *</b>	
<input type="checkbox"/> Domestic	<input type="checkbox"/> Industry (please specify type) _____
<input type="checkbox"/> Stock (please specify) _____	
Has the purpose of the supply changed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes please provide details _____	
** Please note this renewal application will attract a renewal fee in accordance with the Barwon Water's schedule of charges	

<b>Supply Information *</b>	
Tapping size: _____ mm	Size of meter at tapping point: _____ mm
Size of meter located at individual property boundaries:    20 mm <input type="checkbox"/> 25 mm <input type="checkbox"/>	
Estimated maximum daily demand _____ kL	Estimated maximum annual consumption _____ kL
Is this a shared private water extension? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Location of existing connection to Barwon Water's main and the location of existing meters: _____	
Does this service currently cross the property's boundaries? <input type="checkbox"/> yes <input type="checkbox"/> No	

<b>Declaration *:</b>		
I, the applicant, being the occupier of the above mentioned property understand that Water Supply by Agreements are for non-standard connections to Barwon Water's supply system and that upon review of this application Barwon Water may impose special conditions or refuse permission to connect.		
Name:	Signature:	Date:





NW 293726E 5775859N m

GDA 1994 MGA Zone 55

SE 295161E 5775054N m

**Barwon Water**  
251-269 Queenscliff Road, Portarlington



N  
Scale: 1:5,000  
Created: 24/09/2024

**Legend**

- Gravity Sewer
- Pressure Sewer
- Potable Water
- Recycled Water

**Warnings - Indicates the presence of a Hazardous Zone**  
**Follow OH&S Guidelines - Barwon Water OH&S Alert:**

- Cracked AC Pipe
- LEL Detected
- Asbestos in Wrapping
- Contaminated Ground
- Benzene Detected
- VIVA High Pressure Pipeline

DISCLAIMER: Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.



PO BOX 104  
GEEELONG VIC 3220  
DX 22063 GEEELONG

TELEPHONE 03 5272 5272  
FACSIMILE 03 5272 4486  
[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

Balanced Design Studio  
90 Kewarra Drive  
CLIFTON SPRINGS VIC 3222

28 July 2021

PP: PP-909-2020

This document was delivered electronically to [dimsey5@bigpond.com](mailto:dimsey5@bigpond.com)

Dear Sir/Madam

**Re: Planning Permit Application No.: PP-909-2020**

**Address: 251-269 Queenscliff Road, PORTARLINGTON**

**Proposal: Use and development of the land for the purposes of a rural industry (packaging and processing herbs and vegetation grown on the land to make essential oils); primary produce sales; business identification signage and access to a Road Zone Category 1**

You are advised that the final date for appeal against Application No. PP-909-2020 which was considered under Delegated Authority for the abovementioned proposal has now passed.

Council can now issue a Planning Permit for the above proposal.

Please find enclosed a copy of the permit. Also, please see attached, information detailing various approvals which may be required in addition to a Planning Permit.

Should you require any further information please contact **Sally Beers** on [sbeers@geelongcity.vic.gov.au](mailto:sbeers@geelongcity.vic.gov.au) or 03 5272 4807

Yours sincerely

A handwritten signature in cursive script that reads "Sally Beers".

**Sally Beers**  
STATUTORY PLANNER

**STATUTORY PLANNING**  
**100 BROUGHAM STREET, GEEELONG**

**Attachments**

- Useful Information
- Planning Permit

## Useful information

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

### Building Permits/ Consents

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

### Building Over Easements

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

### Environmental Health Permits

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

### Vehicle Crossing Permit

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

### Road Opening Permit

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

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

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

### Engineering

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

### Liquor Licence

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

### Use of Public Land (eg footpaths)

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

### Other

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

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

# PLANNING PERMIT

Permit No. PP-909-2020  
Planning Scheme Greater Geelong Planning Scheme  
Responsible Authority Greater Geelong City Council

ADDRESS OF THE LAND 251-269 QUEENSCLIFF ROAD, PORTARLINGTON

THE PERMIT ALLOWS USE AND DEVELOPMENT OF THE LAND FOR THE PURPOSES OF A RURAL INDUSTRY (PACKAGING AND PROCESSING HERBS AND VEGETATION GROWN ON THE LAND TO MAKE ESSENTIAL OILS); PRIMARY PRODUCE SALES; BUSINESS IDENTIFICATION SIGNAGE AND ACCESS TO A ROAD ZONE CATEGORY 1 GENERALLY IN ACCORDANCE WITH THE ENDORSED PLANS

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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### Amended Plans Required

1. ~~Prior to the commencement of the development amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and must be generally in accordance with advertised plans (received by Council on 16 November 2020) but modified to show:
  - a) The activity area for primary produce sales be limited to the carpark, building and front paddock used to grow herbs, excluding the dam.
  - b) The reduction of the number of car spaces to 18.
  - c) The deletion of the carparking spaces that are adjacent to the northern boundary and replace with landscaping.
  - d) The deletion of the mini-bus spaces on the carparking plan and instead nominate this area for loading and unloading.
  - e) Removing the motorbike parking from the plans.
  - f) The deletion of the post distillation water reuse comments from the plans.
  - g) A landscape plan to address condition 2 on this permit.~~

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Date Issued: 28 July 2021

Signature of the Responsible Authority:

*Dally Beers*

## CONDITIONS OF PLANNING PERMIT NUMBER PP-909-2020 CONTINUED

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### Landscape plan

2. Prior to works commencing, a Landscaping/Revegetation Plan must be prepared by a suitably qualified person and submitted to and endorsed by the Responsible Authority. When endorsed this Revegetation Plan will form part of this permit. This plan must incorporate, but is not limited to, the following information:
  - a) A survey (including botanical names) of all existing vegetation to be retained and/ or removed;
  - b) Details of surface finishes of pathways and driveways;
  - c) A planting schedule of all proposed trees, shrubs and ground covers including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant;
  - d) Landscaping consistent with the landscaping concept plan as shown on the site plan submitted with the application dated March 2020;
  - e) Additional landscaping along the northern perimeter of the car park to be consistent with Condition 1c of this permit;
  - f) The use of indigenous plants consistent with the Geelong Region information sheets.

When approved, the plan will be endorsed and form part of the permit, all to the satisfaction of the Responsible Authority.

3. The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority.

### Bushfire Management Plan

4. Prior to the use commencing, an Emergency Response Plan must be prepared and submitted to the satisfaction of the Responsible Authority. The plan shall include consideration of the bushfire risk and actions to take in the event of a bushfire and severe fire weather conditions. The plan is to be prepared in consultation with the relevant emergency services.

### Endorsed Plans

5. The use and development as shown on the endorsed plan(s) must not be altered without the written consent of the Responsible Authority.
6. The use permitted under this permit is limited to the activity area shown on the endorsed plans, unless otherwise approved in writing by the Responsible Authority.
7. The location and details of the sign(s), and any supporting structure, as shown on the endorsed plans, must not be altered without the written consent of the responsible authority.
8. All works and sustainability initiatives must be undertaken in accordance with the endorsed plans to the satisfaction of the Responsible Authority, including but not limited to: solar photovoltaics to cover the northern half of the roof, a battery bank, all roof rainwater to be captured for reuse, and process water reuse. No alterations to these plans may occur without the written consent of the Responsible Authority.

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Date Issued: 28 July 2021

Signature of the  
Responsible Authority:

*Dally Beers*

**CONDITIONS OF PLANNING PERMIT NUMBER PP-909-2020 CONTINUED**

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**Conditions regarding the USE**

**Rural Industry**

9. The Rural Industry is limited to:
  - a) Processing primary produce to make essential oils and dried herbs; and
  - b) Packaging of primary produce.
10. No primary produce, other than the primary produce grown on the land, must be processed in the rural industry.
11. Less than 2000 tonnes of oil is permitted to be produced on site per year.
12. Less than 200 tonnes of food (ie. packed or dried herbs) is permitted to be produced on site per year.
- ~~13. The subject site must process less than 5000 litres of water a day.~~
14. Activities associated with the rural industry must only take place within the building, with the doors closed.

**Sales**

15. No primary produce, other than the primary produce grown on the land, shall be offered for sale.
16. No manufactured products, other than manufactured products that use primary produce that is grown or processed on the subject site, shall be offered for sale.
17. This permit does not authorise a plant nursery.
18. The sale of primary produce or manufactured products must comprise at least 90 percent of the floor stock.
19. Ancillary items for sale must be limited only to products associated with the primary produce and manufactured products that are offered for sale, such as oil diffusers, and tools for herb preparation.
20. This permit does not authorise the land to be used for a food and drink premise.

**On site activities associated with the primary produce sales**

21. The onsite activities are limited to the 'activity area' as shown on the endorsed plans.
22. The onsite activities are limited to customers taking a tour of the production area and walking through the field of lavender/herbs to understand the processes involved in growing herbs and making essential oils.

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Date Issued: 28 July 2021

Signature of the  
Responsible Authority:

*Dalby Beers*

**CONDITIONS OF PLANNING PERMIT NUMBER PP-909-2020 CONTINUED**

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**Maximum Number of Patrons**

23. No more than fifty (50) patrons may be present on the premises at any one time, unless with the written consent of Responsible Authority.

**Hours of Operation**

24. The use hereby permitted may only operate during the following times:
- a) The primary produce sales and display activities are permitted to operate between 10:00am – 5:00pm Thursday to Sunday.
  - b) Processing, distilling and packaging are permitted to operate between 8:00am – 6:00pm Monday to Saturday.

**Staff**

25. No more than four (4) staff members may be present on the premise at any one time. This does not include staff associated with the propagation, cultivation or harvesting of plants.

**Odour Emissions**

26. Odours offensive to the senses of human being must not be discharged beyond the premises boundary to the satisfaction of the Responsible Authority.
27. Organic matter derived from the operations shall be composted or otherwise dealt with to the satisfaction of the Responsible Authority and shall be treated and contained on site and disposed of in such a manner so as to achieve minimal odour, to the satisfaction of the Responsible Authority.

**Dust Emissions**

28. Operations at the site must not result in visible dust beyond the premises boundary to the satisfaction of the Responsible Authority.

**Discharge**

29. No liquid waste from the distillery operations or other sources is to discharge onto any adjoining or nearby properties.
30. Rural industry must be connected to an appropriate waste disposal system to the satisfaction of the Responsible Authority.

**Noise Emissions**

31. Noise emitted from the premises must not exceed the recommended levels as set out in Noise from Industry in Regional Victoria (NIRV; EPA Publication 1411, 2011) or as amended.
32. No music or announcements may be audible outside the boundaries of the site to the satisfaction of the Responsible Authority.

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Date Issued: 28 July 2021

Signature of the  
Responsible Authority:

*Dally Beer*

**CONDITIONS OF PLANNING PERMIT NUMBER PP-909-2020 CONTINUED**

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**Storage**

33. All materials stored on the site shall be stored within a building in such a manner so as not to cause unsightliness to persons on nearby lands or roadways.

**Waste Collection**

34. Waste collection must not occur between the hours of 8pm and 7am Monday- Saturday.
35. Provision must be made on the land for the storage and collection of garbage and other solid waste. This area must be graded, drained and screened from public view to the satisfaction of the Responsible Authority.

**Delivery Restrictions**

36. All deliveries to the property and truck movements offsite must be in adherence with the EPA Noise Control Guidelines (publication 1245) which are:
- a) 7am – 10pm Monday to Saturday.
  - b) 9am – 10pm Sundays and public holidays.

**General amenity**

37. The amenity of the area must not be detrimentally affected by the use or development through the:
- a) Transport of materials, goods or commodities to or from the land;
  - b) Appearance of any building, works or materials;
  - c) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil, or
  - d) Presence of vermin;

To the satisfaction of the Responsible Authority.

**Prior to the commencement of the Use**

38. Prior to the commencement of the use, the developer must:
- a) Complete all buildings and works in accordance with the endorsed plans.
  - b) Complete landscaping works as shown on the endorsed plans.

All to the satisfaction of the Responsible Authority.

---

Date Issued: 28 July 2021

Signature of the  
Responsible Authority:

*Dally Beers*



**CONDITIONS OF PLANNING PERMIT NUMBER PP-909-2020 CONTINUED**

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**DEVELOPMENT CONDITIONS**

- 39. The external fabric of the building/s hereby approved, (including the roofing) or any aboveground water storage tank constructed or installed on the land must be of muted colours to blend with the landscape and preserve the visual amenity of the area.
- 40. The site must be drained to the satisfaction of the Responsible Authority and site stormwater discharge must not be increased, and no concentrated stormwater may drain or discharge from the land to adjoining properties.

**Stormwater Management**

- ~~41. The site stormwater system must be designed and installed such that the site stormwater discharge is not increased by the proposed development. An appropriate on site detention system designed in accordance with the Infrastructure Design Manual may be required to the satisfaction of the Responsible Authority.~~

**Vehicular Access:**

- 42. Prior to the use commencing, the developer must:
  - a) Construct vehicular crossings in accordance with the requirements and standards of the City of Greater Geelong.

All to the satisfaction of the Responsible Authority.

**Car Parking**

- ~~43. No fewer than 18 car space(s) must be provided on the land for the use and development.~~
- ~~44. Car spaces, access lanes and driveways must be kept available for these purposes at all times~~
- ~~45. All vehicles associated with the use, including staff vehicles, must not be parked at any time in any nearby road including along Queenscliff - Portarlington Road.~~
- ~~46. Prior to the use commencing, the developer must construct the car park including accessways, surface with an all weather surface, and linemark the car and accessways in accordance with the endorsed plans to the satisfaction of the Responsible Authority.~~

**Loading/Unloading**

- ~~47. All loading and unloading must be carried out on the site to the satisfaction of the Responsible Authority.~~

---

Date Issued: 28 July 2021

Signature of the  
Responsible Authority:

*Dally Beers*

**CONDITIONS OF PLANNING PERMIT NUMBER PP-909-2020 CONTINUED**

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**Effluent disposal**

48. The building must be connected to a reticulated sewerage system or if not available, the waste water must be treated and retained on-site in accordance with the State Environment Protection Policy (Waters of Victoria) under the Environment Protection Act 1970. Any septic system installed must be designed to manage and retain all wastewater generated by the building and any other structures within the site.

**Security Alarms**

49. All security alarms or similar devices installed on the land must be of a silent type in accordance with any current standard published by Standards Australia International Limited and be connected to a monitored security service.

**Outdoor Lighting**

- ~~50. Outdoor lighting must be designed, baffled and located to the satisfaction of the Responsible Authority to prevent any adverse effect on adjoining land or road reserve.~~

**Signs**

51. The signage must not:
- a) Contain any flashing or intermittent light.
  - b) Alter its message or move in part or whole.
  - c) Not represent devices used by police or other emergency vehicles.

to the satisfaction of the Responsible Authority.

52. The signage lighting must be designed, baffled and located so as to prevent any adverse effect on adjoining properties or roads to the satisfaction of the Responsible Authority.

**EPA requirements**

- ~~53. A secondary containment system must be provided for liquids which if spilt are likely to cause pollution or pose an environmental hazard.~~

## CONDITIONS OF PLANNING PERMIT NUMBER PP-909-2020 CONTINUED

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### CFA Requirements

54. Prior to the use commencing, at least 10,000 litres of effective water supply for firefighting purposes shall be installed on site which meets the following requirements:
- a) Is stored in an above ground water tank constructed of concrete or metal.
  - b) All fixed above-ground water pipes and fittings required for fire fighting purposes must be made of corrosive resistant metal.
  - c) Includes a separate outlet for occupant use.
  - d) The water supply must also:
    - i. Incorporate a ball or gate valve (British Standard Pipe (BSP) 65mm) and coupling (64 mm CFA 3 thread per inch male fitting).
    - ii. Be located within 60 metres of the outer edge of the approved building.
    - iii. The outlet/s of the water tank must be within 4m of the accessway and be unobstructed.
    - iv. Be readily identifiable from the building or appropriate identification signage to the satisfaction of CFA must be provided.
    - v. Any pipework and fittings must be a minimum of 65 mm (excluding the CFA coupling).

### Expiry – Development

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

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

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

### Expiry - Use

56. This permit will expire if the use hereby permitted is not commenced within four (4) years of the date of this permit. The Responsible Authority may extend the periods referred to if a request is made in writing within six (6) months of the date of expiry.

### Expiry - Signage

57. Unless otherwise extended in writing by the Responsible Authority, this permit, as it relates to signage expires 15 years from the date of issue, at which time the signage and all supporting structures must be removed and the site made good to the satisfaction of the Responsible Authority.

Date Issued: 28 July 2021

Signature of the  
Responsible Authority:

*Dally Beers*