

Contract of Sale of Real Estate

Part 1 of the standard form of contract prescribed by the former *Estate Agents (Contracts) Regulations 2008*

Property address: 221-259 Drakes Road, Drysdale

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:
..... on/...../20.....

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/...../20.....

Print name(s) of person(s) signing: John Campbell Petherick Emerson

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Particulars of sale

Vendor's estate agent

Name: Elders Geelong

Address: Suite 15, 400 Pakington Street, Newtown, VIC 3220

Email: peter.lindeman@elders.com.au

Tel: 03 5225 5000 Mob: 0418 525 609 Ref: Peter Lindeman

Vendor

Name: **John Campbell Petherick Emerson**

Address: 7 Cliff Street, Rippleside, VIC 3215

Vendor's legal practitioner or conveyancer

Name: **Mast Lawyers**

Address: Suite 1, Federal Mills Park, 33 Mackey Street, North Geelong 3215

Email: stephanie@mastlawyers.com.au

Tel: 5210 8012 Ref: SR:255079

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificates of Title reference	being lot	on plan
Volume 09911 Folio 494	1	LP215414P

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: 221-259 Drakes Road, Drysdale

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

Nil – vacant land

Payment (general condition 11)

Price \$

Deposit \$ by / / 20..... (of which \$ has been paid)

Balance \$ payable at settlement

GST (general condition 13)

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

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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

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

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GST Withholding Notice

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.

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Unless the words "GST withholding 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 10)

is due on

Terms contract (general condition 23)

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

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Loan (general condition 14)

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

Lender:

Loan amount: \$ Approval date: / /20.....

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

special conditions

SPECIAL CONDITIONS

1. Definitions

Unless the context otherwise requires:

- 1.1. **Claim** means any and all claims, actions, disputes, differences, requisition, objection, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) or whatever nature and however arising.
- 1.2. **Due Diligence Checklist** means a due diligence checklist that is required to be given by a vendor or a vendor's estate agent in accordance with Division 2A or Part II of the Sale of Land Act.
- 1.3. **Duties Form** means the all-in-one online duties form required by the State Revenue Office for duty assessment purposes.
- 1.4. **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.
- 1.5. **Form One** means the 'GST property settlement withholding notification form' required to be lodged with the Australian Taxation Office (**ATO**) by purchasers who are required to withhold an Amount.
- 1.6. **Form Two** means the 'GST property settlement date confirmation' required to be lodged with the ATO by purchasers.
- 1.7. **Outgoings** and **periodic outgoings** means any rates, taxes, utility charges, assessments or other outgoings related to the Land. It does not include any amounts to which sections 10G or 10H of the *Sale of Land Act 1962* applies.
- 1.8. **Restricted Right** means any:
 - 1.8.1. Claim;
 - 1.8.2. withholding or delayed payment of, or demand of a reduction in, the price; and
 - 1.8.3. delay or refusal to settle or complete the purchase pursuant to this contract,whether made or exercised directly by the purchaser or indirectly on behalf of the purchaser.
- 1.9. **Section 32 Statement** means the statement pursuant to Section 32 of the Sale of Land Act which is attached to this contract.
- 1.10. **Withholding Legislation** means Schedule 1 of the Taxation Administration Act 1953 (Cth) as amended by Treasury Laws Amendment (2018 Measures No.1) Act 2018 (Cth).
- 1.11. Words importing the singular include the plural; words importing the plural include the singular; words importing one gender include the other gender.
- 1.12. In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this contract and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.
- 1.13. In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.
- 1.14. Any provision of this contract which is capable of taking effect after completion of this contract shall not merge on transfer to the purchaser of the property but shall continue in full force and effect.

- 1.15. No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.
- 1.16. Where this contract provides for the vendor to form an opinion then the vendor may form that opinion entirely in its discretion without being subject to any measure or standard.

2. Electronic signature

- 2.1. The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 2.2. 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.
- 2.3. This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 2.4. 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.
- 2.5. Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

3. Joint Obligations

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

4. Section 32 Statement

The purchaser acknowledges that prior to signing this contract or any other documents relating to this sale, the purchaser received from the vendor a Section 32 Statement and a Due Diligence Checklist.

5. Entire Agreement

- 5.1. The purchaser acknowledges there are no conditions warranties or other terms affecting the sale other than those embodied in this contract and the purchaser is not entitled to rely upon any representations made by or on behalf of the vendor except for those in this contract.
- 5.2. Representations, promises conditions warranties or other items leading up to this contract which are not expressed in this contract or in the Section 32 Statement are expressly negated and withdrawn.

6. Easements, Planning Restrictions and Buildings

- 6.1. The purchaser acknowledges that the property is purchased:
 - 6.1.1. subject to all registered and implied easements existing over or upon or affecting the property and the easements appropriated by any plan of subdivision (whether registered or unregistered) affecting the property;
 - 6.1.2. subject to any restriction on use or development under any planning schemes affecting the property; and
 - 6.1.3. with all improvements on and forming part of the land existing at the day of sale and in its present state of repair and condition and subject to any defects with regard to its construction, condition, position or state of repair at the day of sale.
- 6.2. The vendor gives no warranty that the improvements on the land comply with current building legislation.
- 6.3. Any breach or non-compliance with any matter referred to in this special condition, or disclosed in the Section 32 Statement does not constitute a defect in title and the purchaser cannot make any

requisition objection or claim for compensation or exercise any Restricted Right in respect to any breach or non-compliance with any matter referred to in this special condition and the vendor is under no liability or obligation to the purchaser to carry out any improvements, alterations, repairs or other work to the property.

7. Certain General Conditions Excluded or Varied

- 7.1. General Condition 7, 8 and sub-clauses 24.4 to 24.6 inclusive of General Condition 24 do not apply to this contract.
- 7.2. General condition 6 is deleted and replaced by the following:
- “6.1 *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.*
- 6.2 *The vendor must promptly initiate the Duties Form 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 possible.”*
- 7.3. General condition 11.6 is amended by changing the reference to “3 bank cheques” to “5 bank cheques”.
- 7.4. General Condition 12.1(a)(ii) is varied by replacing it as follows:
- 12.1(a)(ii) *if there are any debts, the total amount of those debts does not exceed the balance due at settlement net of the amount of the deposit; and*
- 7.5. General condition 12 is varied to include the following:
- 12.4 *Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.*
- 12.5 *if the purchaser does not validly object to the release of the deposit within 28 days of receiving a notice under section 27(3) of the Sale of Land Act, the vendor will be deemed to have provided proof to the reasonable satisfaction of the purchaser of the matters referred to in General Condition 12.1(a)(i) or (ii), as the case may be.*
- 7.6. General condition 15.3 is added:
- 15.3 *The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.*
- 7.7. General condition 16.3 is added:
- 16.3 *The parties may agree to reduce or extend the time for performance of any obligation under this contract. This agreement will be binding when confirmed in writing by the parties or their legal practitioner or conveyancer.*
- 7.8. General condition 18 is deleted and replaced by the following:
- "18.1 *The purchaser must not nominate a substitute or additional transferee unless the purchaser obtains the vendor's prior written consent (which will not be unreasonably withheld or delayed).*
- 18.2 *To obtain consent to a nomination, the purchaser must deliver to the vendor not less than 10 business days prior to settlement a nomination form (which will be deemed to be executed as a deed (regardless of whether the form is expressed to be executed as a deed) containing:*
- (a) *full details of the intended nominee, including name, address and a statement if the intended nominee is or is not a foreign purchaser; and*
- (b) *a statement that the nominee:*
- (i) *agrees to be bound by the obligations of the purchaser under this contract; and*
- (ii) *gives on its own behalf the acknowledgements, representations, warranties and agreements given by the purchaser under this*

contract of sale including, without limitation, the purchaser's agreement under general conditions 13.5 and 13.6.

18.3 *The vendor's acceptance of the nomination may be confirmed in writing by the vendor or the vendor's legal practitioner, with delivery of the written acceptance deemed by the vendor and nominee to constitute agreement in writing for the purposes of the GST Act.*

18.4 *Notwithstanding the vendor's acceptance of the nomination, the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract."*

7.9. General condition 26 is amended by replacing "2%" with "5%".

7.10. General condition 28.4(c) is amended by deleting the words 'within one year of the contract ending'.

8. **Service**

General condition 17 is replaced with the following:

17.1 *17.1 All notices and other communications provided for or permitted by this contract must be sent by:*

- (a) prepaid mail;*
- (b) hand delivery; or*
- (c) email*

to the addresses of the parties as specified in this contract or to such other address or person as any party may specify by notice in writing to the other party or parties, and may be sent by an agent, employee or director of the party sending the notice.

17.2 *Each notice or communication will be deemed to have been duly received:*

- (a) not later than two business days after being deposited in the mail with postage prepaid;*
- (b) when delivered by hand; or*
- (c) if sent by email at the time of receipt as provided in section 13A of the Electronic Transactions (Victoria) Act 2000*

but if the delivery, receipt or transmission is not on a business day or is after 5.00pm (addressee's time) on a business day, the notice is taken to be received at 9.00am (addressee's time) on the next business day.

17.3 *A notice or other communication connected with this contract has no legal effect unless it is in writing.*

17.4 *A notice sent or delivered in a manner provided by general condition 17.1 must be treated as validly given to and received by the party to which it is addressed even if:*

- (a) the addressee has been liquidated or deregistered or is absent from the place at which the notice is delivered or to which it is sent; or*
- (b) the notice is returned unclaimed.*

17.5 *A party may change its address for service, or email address by giving notice of that change to each other party, not more than 7 days after the change has taken place.*

17.6 *If the party to which a notice is intended to be given consists of more than 1 person then the notice must be treated as given to that party if given to any of those persons.*

17.7 *Any notice to a party may be given to its legal practitioner or conveyancer by any of the means listed in general condition 17.1 to the legal practitioner or conveyancer's business address or email address.*

9. **Release of security interest**

9.1. This special condition applies if at settlement any items intended to be transferred to the purchaser are subject to a security interest to which the Personal Property Securities Act 2009 (Cth) (**Act**) applies.

- 9.2. Subject to special condition 9.3, the vendor (at the vendor's election) must ensure that the purchaser receives at settlement;
- 9.2.1. an undertaking from the holder of the security interest to register a financing change statement in respect of the property sold under this contract to reflect the release of the property from the security interest; or
- 9.2.2. a written document from the holder of the security interest stating that the property is not subject to the security interest.
- 9.3. The vendor is not obliged to comply with special condition 9.2 if;
- 9.3.1. the holder of the security interest is the proprietor of a registered mortgage over the Land;
- 9.3.2. the purchaser has not made a written request for a release from the security interest at least 21 days before settlement; or
- 9.3.3. the purchaser will take the property free of security interest by operation of Part 2.5 of the Act.

10. Foreign resident capital gains withholding

- 10.1. Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 10.2. Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 10.3. This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is 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.
- 10.4. 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.
- 10.5. The purchaser must:
- 10.5.1. 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 special condition; and
- 10.5.2. ensure that the representative does so.
- 10.6. 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:
- 10.6.1. pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
- 10.6.2. promptly provide the vendor with proof of payment; and
- 10.6.3. otherwise comply, or ensure compliance with, this special condition; despite:
- 10.6.4. any contrary instructions, other than from both the purchaser and the vendor; and

- 10.6.5. any other provision in this contract to the contrary.
- 10.7. The representative is taken to have complied with the obligations in special condition 10.6 if:
 - 10.7.1. the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - 10.7.2. the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 10.8. 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.
- 10.9. 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.
- 10.10. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

11. **Electronic Settlement**

- 11.1. 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 special condition has priority over any other provision of this contract to the extent of any inconsistency.
- 11.2. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 10 ceases to apply from when such a notice is given.
- 11.3. Each party must:
 - 11.3.1. be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - 11.3.2. 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
 - 11.3.3. conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 11.4. The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 11.5. The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 11.6. Settlement occurs when the workspace records that:
 - 11.6.1. the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - 11.6.2. 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.
- 11.7. The parties must do everything reasonably necessary to effect settlement:
 - 11.7.1. electronically on the next business day, or

- 11.7.2. at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 11.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 11.8. Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 11.9. The vendor must before settlement:
 - 11.9.1. deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - 11.9.2. direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
 - 11.9.3. 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
 - 11.9.4. direct the vendor’s subscriber to give (or, if there is no vendor’s subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser’s nominee on notification of settlement by the Electronic Network Operator.

12. **Guarantee**

- 12.1. If the purchaser is or includes a corporation which is not listed on the main board of an Australian Stock Exchange, the purchaser must procure the execution of a guarantee and indemnity in the form annexed to this contract (**Guarantee**) by each of the directors of the corporation immediately upon execution of this contract.
- 12.2. If the purchaser fails to have the Guarantee executed in accordance with this special condition, the vendor may rescind this contract by written notice to the purchaser. Time will be of the essence of this special condition.
- 12.3. The obligation of the purchaser under this special condition is a continuing obligation and if at any time prior to payment of the whole of the price a person becomes a director of the purchaser then the purchaser must comply with special condition 12.1 with respect to that director.
- 12.4. In this special condition, “purchaser” includes the purchaser as listed in the particulars of sale and any corporation nominated by the purchaser as an alternate or additional purchaser.

13. **Duty**

- 13.1. The purchaser must procure that the purchaser’s representative has completed the Duties Form to the vendor’s satisfaction so that the Duties Form is ready for signing by the parties no later than 3 business days prior to the settlement date.
- 13.2. If the purchaser has not completed the Duties Form as required by special condition 13.1:
 - 13.2.1. the vendor is not obliged to complete this contract;
 - 13.2.2. the purchaser is deemed to have defaulted in payment of the balance of the price; and
 - 13.2.3. the purchaser must pay interest from the settlement date, until the expiry of 3 business days after the purchaser has completed the Duties Form.
- 13.3. Notwithstanding anything contained in this contract, the vendor does not make any warranty or representation as to the amount of stamp duty which shall be payable on the transfer of the Land and the purchaser acknowledges that the purchaser releases the vendor from any Claim in that respect and the purchaser shall be liable for all stamp duty assessed in relation to that transfer and

shall keep the vendor indemnified at all times against all liabilities claims proceedings and penalties whatsoever under the Duties Act 2000 relating to this contract.

- 13.4. The purchaser must not exercise any Restricted Right because of any matter referred to it in or contemplated by this special condition.

14. Purchaser as trustee

If the purchaser executes this deed as trustee of a trust (**Trust**) (whether the purchaser's capacity as such has been disclosed to the vendor or not), the purchaser covenants that the purchaser is empowered to execute this contract and the purchaser represents and covenants with the vendor as follows:

- 14.1. that the purchaser is the sole trustee of the Trust and executed this contract as such trustee bona fide for the purposes of the Trust as well as in the purchaser's own right;
- 14.2. that this contract will be binding not only on the purchaser but upon any successor of the purchaser as trustee of the Trust, and that the purchaser will take all requisite steps to ensure the effectiveness of this covenant, including in particular procuring that any successor of the purchaser enters into a deed of covenant with and to the satisfaction of the vendor;
- 14.3. that the purchaser will duly and punctually perform and observe all the duties and obligations of the purchaser as such trustee pursuant to the Trust and will not without the consent in writing of the vendor first obtained:
- 14.3.1. resign as trustee of the Trust or appoint a new or additional trustee of the Trust;
- 14.3.2. cause the Trust to vest;
- 14.3.3. distribute or appoint the whole or any part of the capital of the trust fund of the Trust;
- 14.3.4. repay any unsecured loans from time to time owing by the purchaser as trustee of the Trust in its own right or pay any interest on any such unsecured loans;
- 14.3.5. permit the purchaser to become disqualified from continuing to act as such trustee;
- 14.3.6. do anything which would or might constitute a breach of trust, nor cause or suffer or permit anything which would or might constitute a breach of the terms of the Trust or prejudice the right of the purchaser as trustee of the Trust to be indemnified from the trust fund; or
- 14.3.7. cause or suffer any instrument constituting the Trust to be varied in any respect.
- 14.4. that the purchaser will inform the vendor in writing immediately upon notice of any proposal for a change of trustee of the Trust or change in the trust deed coming to the purchaser's attention; and
- 14.5. that nothing contained or implied in this special condition or in any notification given to the vendor by or on behalf of the purchaser (whether before or after the day of sale) will oblige or require the vendor to take notice of any actual, contingent or future interest of any person in or under the Trust and the vendor will be entitled to exercise all of its rights, powers, authorities and discretions conferred by this contract or by law or implied in the same manner and to the same extent as if the purchaser executed this contract in the purchaser's own right.

15. Purchaser's default

- 15.1. Without limiting any other rights of the vendor in relation to termination of this contract, the purchaser will be in default under this contract upon the happening of any of the following events:
- 15.1.1. the purchaser exercises, or purports to exercise, a Restricted Right in circumstances prevented by this contract;
- 15.1.2. an order is made or a resolution is passed for the winding up of the purchaser;
- 15.1.3. the purchaser goes into liquidation or becomes unable to pay its debts as and when they become due and payable;

- 15.1.4. an administrator or trustee in bankruptcy is appointed to the purchaser, or a receiver of any of its assets is appointed;
- 15.1.5. execution is levied against the purchaser, and is not satisfied within 30 days;
- 15.1.6. except with the vendor's consent, if there is a change in the beneficial ownership of the majority of shares with voting rights in the purchaser;
- 15.1.7. a guarantor who is a natural person:
 - 15.1.7.1. becomes bankrupt;
 - 15.1.7.2. takes or tries to take advantage of Part X of the Bankruptcy Act 1966;
 - 15.1.7.3. makes an assignment for the benefit of their creditors; or
 - 15.1.7.4. enters into a composition or arrangement with their creditors.
- 15.2. If the vendor gives to the purchaser notice of default under this contract, the default will not be remedied until all the following have occurred:
 - 15.2.1. the remedy by the purchaser of the relevant default;
 - 15.2.2. the payment by the purchaser of all reasonable expenses incurred by the vendor as a result of the default including without limitation all interest and bank charges payable by the vendor under any existing mortgage affecting the Land, calculated from settlement; and
 - 15.2.3. payment of the vendor's solicitor's legal costs (on a solicitor client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.

16. **Foreign Investment Review Board**

- 16.1. **Foreign Investment Approvals** means all approvals, notifications or consents required by the purchaser pursuant to the Foreign Investment Laws for the purposes of entering into and fulfilling its obligations pursuant to this contract and obtaining a transfer of the Land.
- 16.2. **Foreign Investment Laws** means:
 - 16.2.1. the Foreign Acquisition and Takeovers Act 1975 (Cth);
 - 16.2.2. the Banking (Foreign Exchange) Regulations 1959 (Cth);
 - 16.2.3. or any similar law or requirement of a Responsible Authority.
- 16.3. The purchaser warrants to the vendor that:
 - 16.3.1. the purchaser has not breached any Foreign Investment Laws in entering into this contract; and
 - 16.3.2. the purchaser has obtained all Foreign Investment Approvals required to enter into and fulfil its obligations pursuant to this contract, prior to the day of sale.
- 16.4. If any warranty in special condition 16.3 is untrue in any way:
 - 16.4.1. the purchaser will be in default under this contract; and
 - 16.4.2. the purchaser will indemnify the vendor against all Claims suffered by the vendor as a result of the vendor having relied on the warranty.
- 16.5. This warranty and indemnity will not merge upon settlement.

17. **GST Withholding**

- 17.1. Words and expressions defined or used in the Withholding Legislation or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk (*) are defined or described in at least one of those Acts.
- 17.2. If section 14-255(1) applies to the supply being made under this contract, the vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 at least 7 days before the due date for settlement.
- 17.3. Without limiting special condition 17.2, the vendor may issue a notice in accordance with section 14-255 even if the words "GST Withholding applies" do not appear in the GST Withholding Notice section of the particulars of sale of this contract (in which case the later notice issued by the vendor replaces the notice contained in this contract of sale).
- 17.4. If the purchaser:
- 17.4.1. is registered (within the meaning of the GST Act); and
 - 17.4.2. acquires the land sold pursuant to this contract for a *creditable purpose,
- the purchaser:
- 17.4.3. must notify the vendor in writing as soon as reasonably practicable (but in any case, at least 10 days prior to the due date for settlement) that the purchaser is registered and is acquiring the land sold pursuant to this contract for a creditable purpose; and
 - 17.4.4. warrants that the information contained in the notice referred to in clause 17.4.3 is true and correct (and the warranty given in this special condition is given by the purchaser on date of the notice and on each day thereafter until and including the day of settlement and payment of the price and any GST to the vendor).
- 17.5. If the purchaser is required to withhold an Amount, the purchaser must provide to the vendor:
- 17.5.1. at least 5 days before settlement, confirmation that the Form One has been submitted to the ATO (and such notice must confirm the withholding Amount as notified to the ATO and the lodgement reference number and payment reference number issued by the ATO); and
 - 17.5.2. except where the purchaser has complied with special condition 17.8, as soon as practicable after payment, evidence of submission of Form Two to the ATO.
- 17.6. If there is more than one purchaser and the purchasers are acquiring the land as tenants-in-common, the purchaser must notify the vendor in writing at least 10 days prior to settlement of the proportion being acquired by each purchaser. For the purposes of this special condition, the purchaser satisfies its obligations where the purchaser has provided the transfer of land to the vendor and the transfer sets out the proportion being acquired by each purchaser.
- 17.7. Without limiting special conditions 17.2 to 17.5 (inclusive) a party must provide the other party with such information as the other party requires to:
- 17.7.1. decide if an Amount is required to be paid or the quantum of it,
 - 17.7.2. comply with the vendor's notice obligation to pay the *Amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth); or
 - 17.7.3. comply with the purchaser's obligations under section 14-255.
- 17.8. If the purchaser is required to withhold an Amount and settlement is completed in accordance with the Electronic Conveyancing National Law, the Amount must be included in the settlement statement and paid to the Commissioner through the electronic conveyancing platform on which settlement is conducted.
- 17.9. If the purchaser is required to withhold an Amount and special condition 17.8 does not apply:
- 17.9.1. the purchaser must provide a bank cheque at settlement for the Amount payable to "Commissioner of Taxation" (or made out to such other party as the Withholding Legislation requires), for payment in accordance with special condition 17.9.2 or 17.9.3;
 - 17.9.2. if requested to do so by the vendor in writing no later than 2 days prior to settlement, the purchaser must provide the bank cheque referred to in special condition 17.9.1 to

the vendor at settlement, in which case the vendor must provide the cheque to the Commissioner of Taxation following settlement in a manner and at the time required by the Withholding Legislation;

17.9.3. where the vendor has not issued a written request in accordance with special condition 17.9.2, the purchaser must:

17.9.3.1. if it has not already done so, engage a legal practitioner or conveyancer (**Representative**) to act on the purchaser's behalf in relation to satisfying the purchaser's obligations under this special condition;

17.9.3.2. irrevocably instruct and direct (**Instruction**) its Representative to remit the Amount in a manner and at the time required by the Withholding Legislation;

17.9.3.3. provide a copy of the Instruction and its Representative's acknowledgement of the Instruction to the vendor within 2 days of being requested to do so by the vendor;

17.9.3.4. pay the Amount in a manner and at the time required by the Withholding Legislation; and

17.9.3.5. provide evidence to the vendor (to the vendor's absolute satisfaction) of the purchaser's payment of the Amount to the Commissioner of Taxation within 3 days of making such payment.

17.10. The purchaser acknowledges and agrees that the Withholding Legislation and this special condition do not limit the purchaser's obligation to pay the price and GST (if applicable) to the vendor pursuant to this contract.

17.11. An Amount withheld and paid in accordance with special condition 17.9 is taken to have been paid to the vendor.

17.12. 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 where the penalty or interest arises due to the vendor's breach of special condition 17.9.2).

17.13. If the purchaser nominates one or more additional or substitute purchasers, the purchaser must procure that the nominee (or nominees) comply with the purchaser's obligations under this special condition as though the nominee was the purchaser named in this contract.

17.14. This special condition will not merge on settlement.

18. **Goods**

The property and any goods sold by this contract will not pass to the purchaser until payment of the whole of the purchase money.

19. **Water Supply**

The purchaser acknowledges that:

19.1. The property is located outside of the Barwon Water declared service area and water is currently supplied by a water supply agreement with Barwon Water;

19.2. The purchaser will be required to apply for a transfer of the water supply agreement;

19.3. The vendor makes no warranty regarding whether such agreement will be transferred, the terms and conditions which Barwon Water may impose on such transfer or the suitability of the water supply under any such agreement for the purchaser's use of the property;

19.4. They may not exercise any Restricted Right in relation to any of the matters referred to in this special condition; and

19.5. This special condition will not merge on settlement.

20. **Planning Permit**

The purchaser acknowledges that:

20.1. They have received a copy of planning permit PP-88-2024 and the endorsed plans referred to therein;

20.2. They are aware that the planning permit contains conditions and expiry dates;

- 20.3. They purchase the property in reliance on their own investigations and enquiries regarding the potential use and development of the property, including the impact of any current or future planning laws on such use or development, and may not rely on any representations made by the vendor or the vendor's agent regarding how the property may be used or developed;
- 20.4. They may not exercise any Restricted Right in relation to any of the matters referred to in this special condition; and
- 20.5. This special condition will not merge on settlement.

General Conditions

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

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act* 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

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

3.2 The purchaser may not:

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

4. SERVICES

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

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

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

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- (b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives—

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—

- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

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

11. PAYMENT

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

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

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

13. GST

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

14. LOAN

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

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and

- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

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

17. SERVICE

- 17.1 Any document sent by—
 - (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

- 23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

- (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

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

GUARANTEE AND INDEMNITY

TO:
LAND:

We, _____
of _____

in consideration of the within named vendor selling to the within named purchaser at our request the land described in the within contract for the price and upon the terms and conditions therein HEREBY JOINTLY AND SEVERALLY COVENANT for ourselves and our executors and administrators as the case may be with the vendor that if at any time default is made in the payment of any part of the purchase moneys or of any other moneys payable by the purchaser to the vendor under the contract or in the performance or observance of any of the terms or conditions to be observed or performed thereunder by the purchaser we will forthwith on demand by the vendor pay the whole or such part of the purchase price or other moneys as are then due and payable to the vendor and will keep the vendor indemnified against any loss of purchase money interest and other moneys payable under the contract and against all losses costs charges and expenses whatsoever which the vendor may incur by reason of any default as aforesaid on the part of the purchaser. This guarantee and indemnity is a continuing guarantee and indemnity and shall not be released by any neglect or forbearance on the part of the vendor in enforcing or by any extension of time given to the purchaser for the payment of any moneys payable under the contract or for the performance or observance of any of the agreements obligations or conditions under the contract or by any other act or thing which under the law relating to sureties would but for this provision have the effect of releasing us or our executors or administrators as the case may be.

IN WITNESS whereof we have hereunto set our hands and seals the

_____ day of _____

SIGNED SEALED AND DELIVERED by the said

.....

in the presence of:

Witness

SIGNED SEALED AND DELIVERED by the said


.....

in the presence 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.

Land	221-259 Drakes Road, Drysdale 3222	
Vendor's name	John Campbell Petherick Emerson	Date 10 June 2025
Vendor's signature	<div>Signed by:  signed by Geoffrey Neville Daniel Simmonds as agent of the vendor</div>	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1:33

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.

Nil

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

Are set out in the
attached certificates

To

Fire Services Property Levy

Other particulars (including dates and times of payments):

Are set out in the attached certificates

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

The required specified information is as follows:

Name of planning scheme	GREATER GEELONG
Name of responsible authority	GREATER GEELONG CITY COUNCIL
Zoning of the land	FARMING ZONE
Name of planning overlay	SIGNIFICANT LANDSCAPE OVERLAY (SCHEDULE 13)

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:

None to the vendor's knowledge save for any disclosed in the attached certificates.

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

The property is located outside of the Barwon Water declared serviced area and water currently supplied by a written water supply agreement with Barwon Water. The vendor does not warrant that Barwon Water will transfer the water supply agreement to the purchaser, the terms and conditions which Barwon Water may require the purchaser to adopt or whether the water supply volume and pressure will be suitable for the purchaser's use of the land.

9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10 SUBDIVISION

10.1. **Unregistered Subdivision**

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

Not Applicable.

10.2. **Staged Subdivision**

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

Not Applicable.

10.3. **Further Plan of Subdivision**

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

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

13 ATTACHMENTS

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

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

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

Register Search Statement Volume 09911 Folio 494 Plan LP215414P Greater Geelong City Council Land Information Certificate Barwon Water Information Statement Planning Property Report SRO Property Clearance Certificate VicRoads Certificate Planning Permit PP-88-2024

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 09911 FOLIO 494

Security no : 124124789288X
Produced 27/05/2025 08:49 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 215414P.
PARENT TITLES :
Volume 09135 Folio 798 to Volume 09135 Folio 799
Created by instrument LP215414P 08/11/1989

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JOHN CAMPBELL PETHERICK EMERSON of 175 WHITCOMBES ROAD DRYSDALE 3222
S081026S 21/08/1992

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AD264403E 25/11/2004
ST. GEORGE BANK LTD

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

DIAGRAM LOCATION

SEE LP215414P 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: 221-259 DRAKES ROAD DRYSDALE VIC 3222

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	LP215414P
Number of Pages (excluding this cover sheet)	1
Document Assembled	27/05/2025 08:57

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OFFICE USE ONLY LP215414P EDITION 1		NOTATIONS LAND SUBJECT TO EASEMENT NIL APPURTENANCES A-1 CARRIAGEWAY EASEMENT VIDE C/T. VOL. 9135 FOL. 798 & 799 LAND APPROPRIATED OR SET APART E-1 DRAINAGE		TO BE COMPLETED WHERE APPLICABLE THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NOS : IN PROCLAIMED SURVEY AREA NO. 150 THE LAND TO BE SUBDIVIDED IS SHOWN ENCLOSED BY THICK LINES. TITLE REF : VOL. 9135 FOL. 798 , VOL. 9135 FOL. 799 LAST PLAN REF :		PLAN OF SUBDIVISION COUNTY GRANT PARISH BELLARINE BLOCK 2 CROWN PORTION 48 (PART)		NUMBER OF SHEETS IN PLAN : 1 NUMBER OF THIS SHEET : 1 SCALE 100 50 0 100 200 ORIGINAL SCALE 1:5000 SHEET SIZE A3 LENGTHS ARE IN METRES OFFICE USE ONLY LP215414P VICTORIA	
		OFFICE USE ONLY CERTIFICATE OF MUNICIPAL CLERK MUNICIPALITY SHIRE OF BELLARINE COUNCIL REF. 2331 CERTIFICATE A THIS PLAN ACCORDS WITH A PLAN SEALED BY THE COUNCIL UNDER SECTION 560B OF THE LOCAL GOVERNMENT ACT 1988 ON CONFIRMED BY THE PLANNING APPEALS BOARD ON AND A REQUIREMENT/NO REQUIREMENT PURSUANT TO SECTION 560E OF THE LOCAL GOVERNMENT ACT 1988 HAS BEEN MADE DATE _____ MUNICIPAL CLERK _____		PLAN APPROVED AT ON 8-11-89 (ASSISTANT) REGISTRAR OF TITLES					
		CERTIFICATION BY SURVEYOR LP215414P EDITION 1		SURVEYORS REF. G 3538-1 k.a. reed (group) Pty. Ltd. 101 YARRA STREET, GEELONG, 3220. PH. (052) 91 621 engineers architects planners cartographers					
		AMENDMENTS		CERTIFICATE B THIS PLAN ACCORDS WITH A PLAN EXEMPTED FROM SUBDIVISION (3) OF DIVISION (B) OF PART XIX OF THE LOCAL GOVERNMENT ACT 1988 BY THE COUNCIL ON THE PLANNING APPEALS BOARD ON DATE _____ MUNICIPAL CLERK _____					

215414P

CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY
PO Box 104, Geelong VIC 3220

P: 03 5272 5272
E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au



2024-2025 LAND INFORMATION CERTIFICATE

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **27-May-2025**

Certificate No: **231355**

Applicants Ref:

76894492-013-5:203236

Assessment Number: **53784**

Property Address: **221-259 Drakes Road, DRYSDALE VIC 3222**
Property Description: **148946m2 Lot 1 LP 215414**
AVPCC / Land Use: **530 - Mixed farming and grazing-Normally more than 20Ha**

Ratepayer as per
Council Records: **C Emerson**

Applicant:

**Secure Electronic Registries Victoria Pty Ltd
PO BOX 500
EAST MELBOURNE VIC 8002**

Operative Valuation Date:	01-Jul-2024
Level of Valuation Date:	01-Jan-2023
Capital Improved Value:	1,800,000
Site Value:	1,800,000
Net Annual Value:	90,000

This certificate provides information regarding Valuation, Rates, Charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or By-Law of the Council.

This certificate is not required to include information regarding Planning, Building, Health, Land Fill, Land Slip, other Flooding Information or Service Easements. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.

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

- ♦ The **current rating year** is for the period **01/07/2024 to 30/06/2025**. Lump sum payment – due by **15/02/2025** or by instalment **30/09/2024, 30/11/2024, 28/02/2025 and 31/05/2025**. Interest is chargeable after these dates on any outstanding amount.
- ♦ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

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

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue (ie. **25-Aug-2025**) and within the current financial year.

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

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

2024-2025 LAND INFORMATION CERTIFICATE (cont.)In accordance with Section 121 of the
Local Government Act 2020Date of Issue: **27-May-2025**

eService

Certificate No: **231355**Property Address: **221-259 Drakes Road, DRYSDALE VIC 3222**Assessment Number: **53784.5**

	<u>Rate, Charges & Other Monies</u>	<u>Amount \$</u>
Arrears:	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
Current:	General Rates	1,818.25
	State Government Levies	516.60
	Waste Management	0.00
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	0.00
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
Other:	Special Charges (<i>subject to Final Costs</i>)	
	Sundry Charges	
Payment:	Amount Received	-2,334.85
	Overpayment	0.00
	All Overdue amounts should be paid at settlement. The purchaser is liable for all outstanding rates and charges after transfer and settlement.	
	Total Due:	0.00

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

Condition:

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


Authorised Officer**Biller Code: 17475****Reference: 100000537845**Payment via internet or phone banking,
from your cheque or savings account.**Your Ref: 76894492-013-5:203236****Page 2 of 2**Standard Property
Sec 121 LGA 2020



Information Statement Part A

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

INSTALLATION NUMBER: 16783553 APPLICATION NUMBER: 494511 DATE: 27/05/2025
PROPERTY ADDRESS: 221-259 DRAKES RD, DRYSDALE, VIC 3222
YOUR REFERENCE: 380348
OWNER: JC EMERSON
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/04/2025 to 30/06/2025. 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
Water Service Charge	31.23	0.00	31.23
TOTAL DUE	\$ 31.23	0.00	31.23

Important Information

Account Not Yet Issued For Service And Volume Charges.

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

The water meter for this property was last read on 11/09/2024. 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 26/07/2025. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 26/07/2025 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)*

27-05-2025

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

Property: 221-259 DRAKES ROAD DRYSDALE 3222

I refer to your application received at this office on 27/05/2025. 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: EC494511

Your Ref: 380348

Agent Ref: 76894492-025-8

Yours faithfully.

Manager Customer Centre

WATER BY AGREEMENT

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

27-05-2025

Dear Sir/Madam

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

221 - 259 DRAKES RD DRYSDALE 3222

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

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

What you need to do

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

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

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

About the agreement

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

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

Terms and conditions

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

Questions?

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

Our Ref: EC494511

Your Ref: 380348

Agent Ref: 76894492-025-8

Yours faithfully.

Manager Customer Centre

PROPERTY REPORT

From www.land.vic.gov.au at 25 February 2025 02:17 PM

PROPERTY DETAILS

Address: **221-259 DRAKES ROAD DRYSDALE 3222**

Lot and Plan Number: **Lot 1 LP215414**

Standard Parcel Identifier (SPI): **1\LP215414**

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

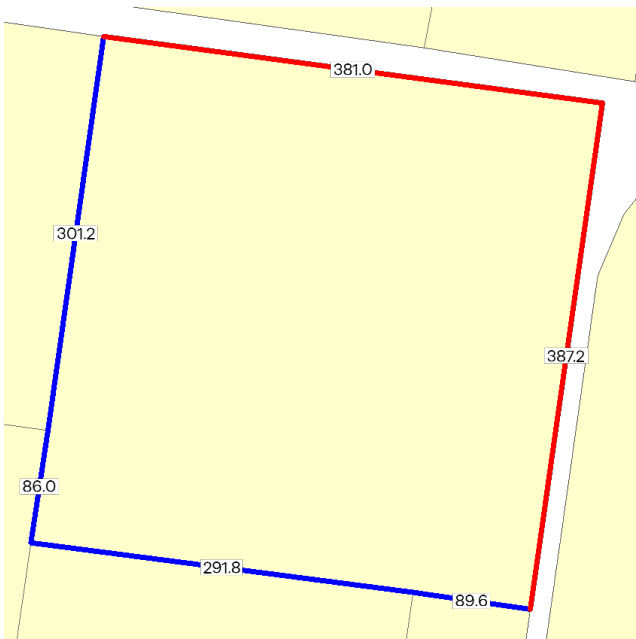
Council Property Number: **268696**

Directory Reference: **Melway 457 F8**

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: 147262 sq. m (14.73 ha)

Perimeter: 1537 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](#)

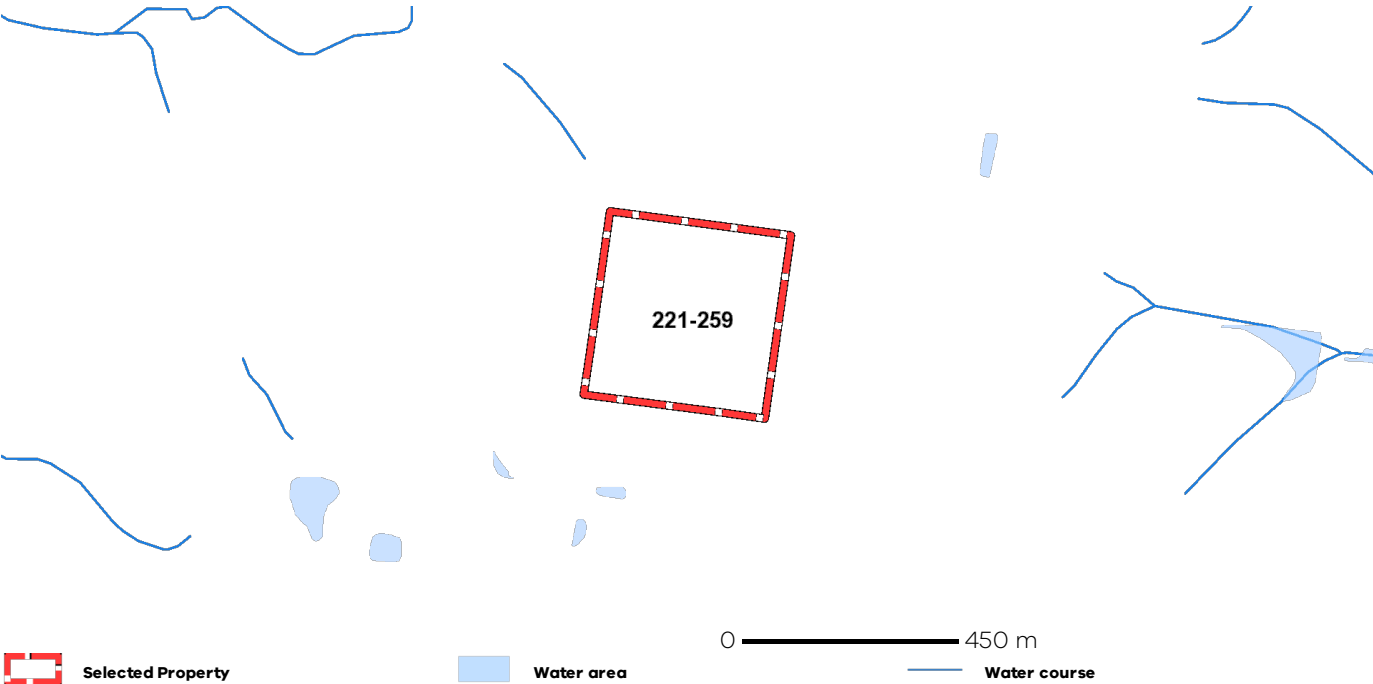
Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 25 February 2025 02:17 PM

PROPERTY DETAILS

Address: **221-259 DRAKES ROAD DRYSDALE 3222**

Lot and Plan Number: **Lot 1 LP215414**

Standard Parcel Identifier (SPI): **1\LP215414**

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

Council Property Number: **268696**

Planning Scheme: **Greater Geelong**

Directory Reference: **Melway 457 F8**

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**

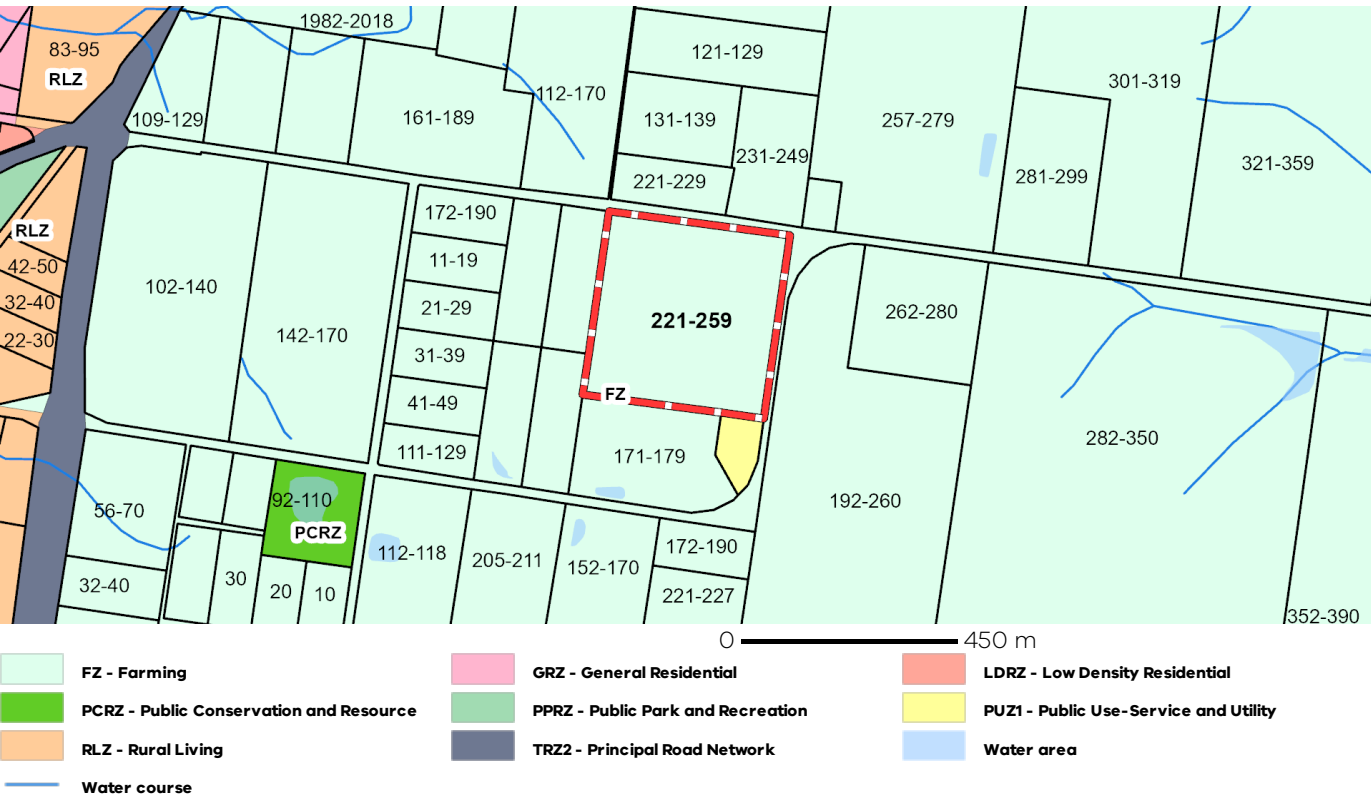
OTHER

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.

PLANNING PROPERTY REPORT

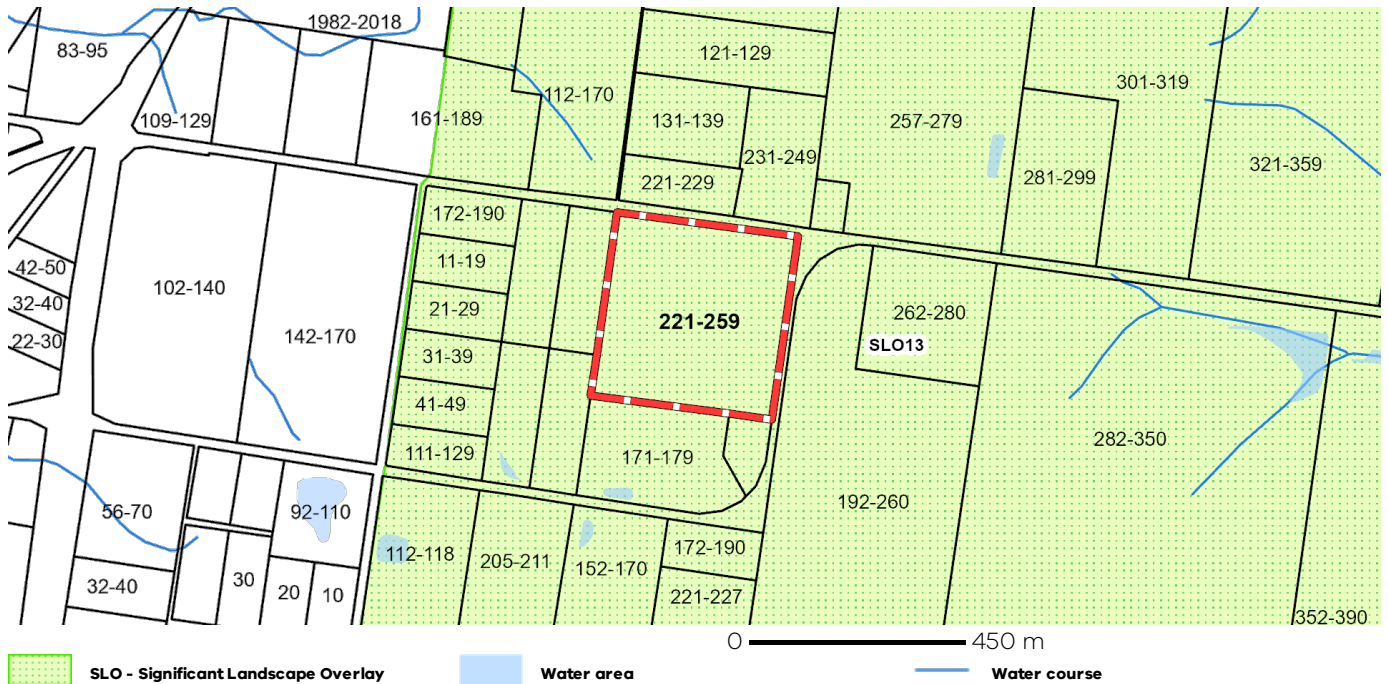


Department
of Transport
and Planning

Planning Overlays

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

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 13 \(SLO13\)](#)



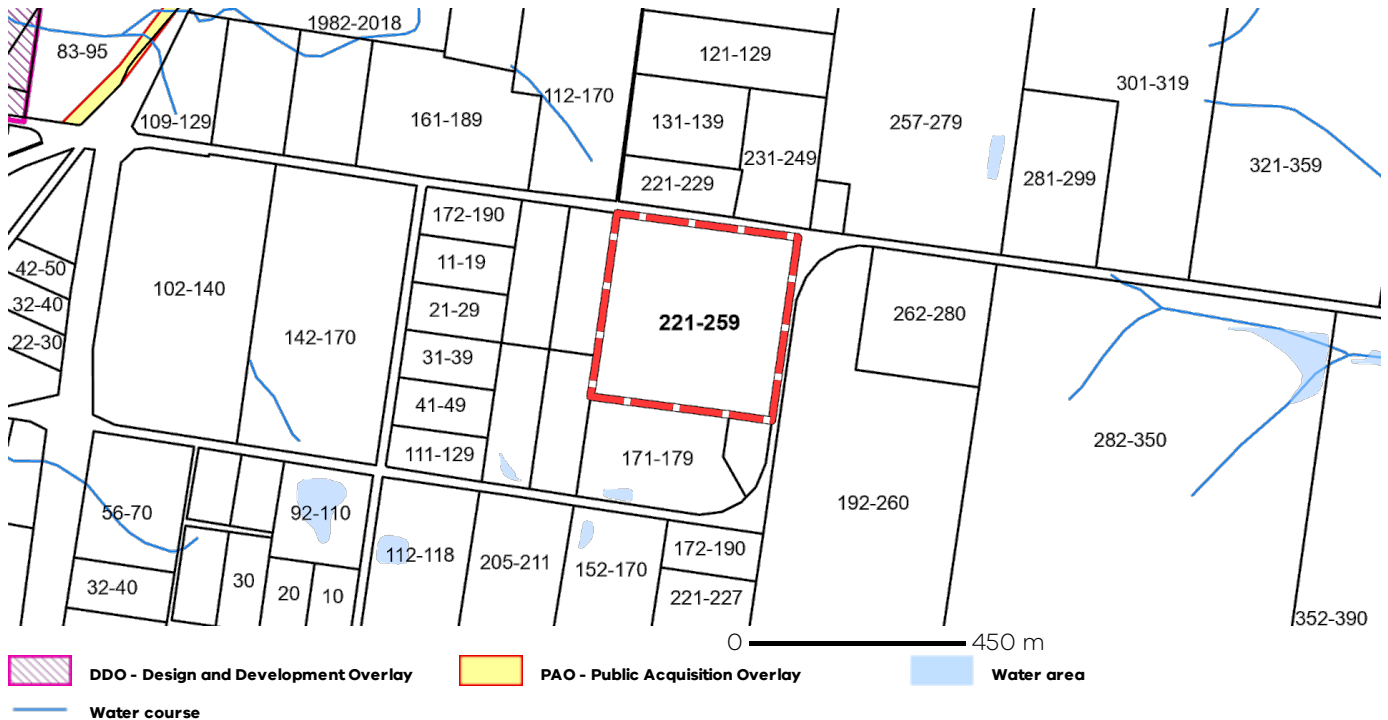
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

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



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

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

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

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Further Planning Information

Planning scheme data last updated on 20 February 2025.

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>

PLANNING PROPERTY REPORT



VICTORIA
State
Government

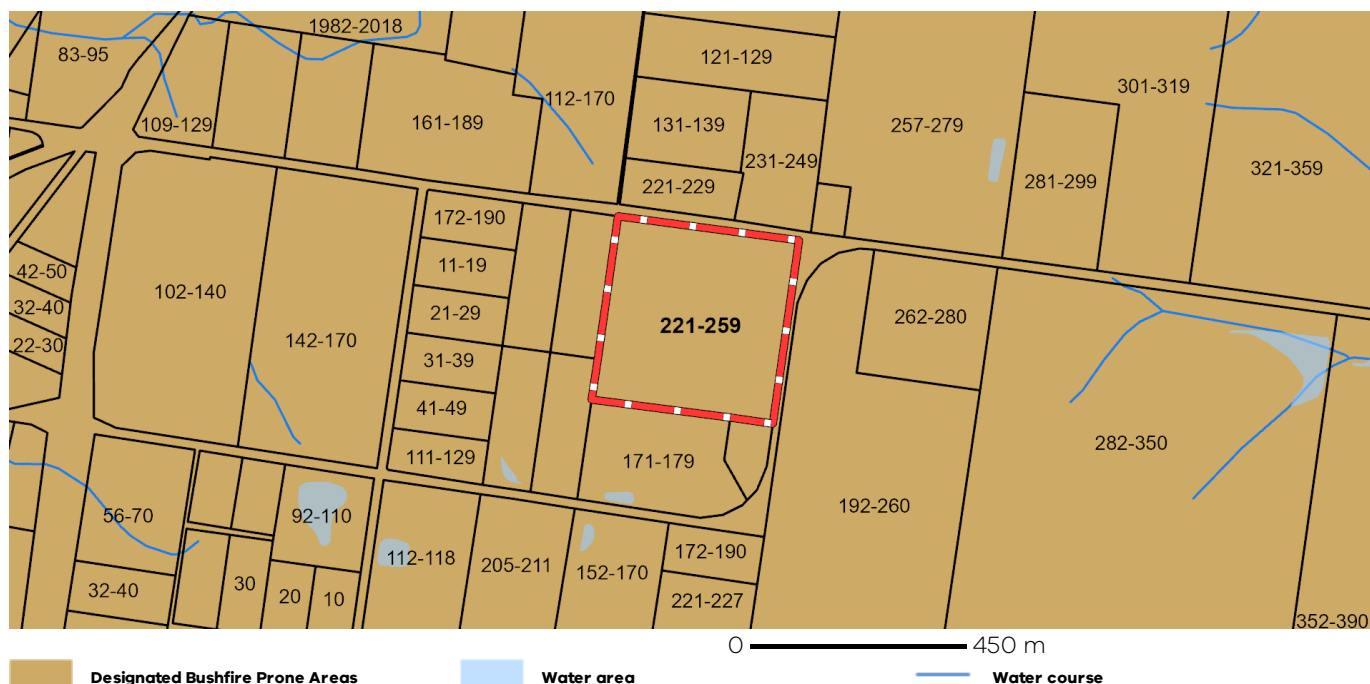
Department
of Transport
and Planning

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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

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

Property Clearance Certificate

Land Tax



INFOTRACK / MAST LAWYERS

Your Reference:	255079
Certificate No:	91173131
Issue Date:	27 MAY 2025
Enquiries:	ESYSPROD

Land Address:	221 -259 DRAKES ROAD DRYSDALE VIC 3222
---------------	--

Land Id	Lot	Plan	Volume	Folio	Tax Payable
23494458	1	215414	9911	494	\$0.00

Vendor: JOHN CAMPBELL P EMERSON
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR JOHN CAMPBELL PETHERICK EME	2025	\$1,800,000	\$0.00	\$0.00

Comments: Property is exempt: LTX primary production land.

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

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$1,800,000
SITE VALUE (SV):	\$1,800,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 91173131

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$11,850.00

Taxable Value = \$1,800,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$18,000.00

Taxable Value = \$1,800,000

Calculated as \$1,800,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 91173131

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 91173131

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / MAST LAWYERS

Your Reference:	255079
Certificate No:	91173131
Issue Date:	27 MAY 2025
Enquires:	ESYSPROD

Land Address: 221 -259 DRAKES ROAD DRYSDALE VIC 3222					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
23494458	1	215414	9911	494	\$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

CAPITAL IMPROVED VALUE:	\$1,800,000
SITE VALUE:	\$1,800,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91173131

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MAST LAWYERS

Your Reference:	255079
Certificate No:	91173131
Issue Date:	27 MAY 2025

Land Address: 221 -259 DRAKES ROAD DRYSDALE VIC 3222

Lot	Plan	Volume	Folio
1	215414	9911	494

Vendor: JOHN CAMPBELL P EMERSON

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: 91173131

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

<div><div>BPAY</div><div><div></div><div>Billers Code: 416073 Ref: 91173138</div></div></div> <div><div>Telephone & Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div>www.bpay.com.au</div></div>	<div><div>CARD</div><div><div></div><div>Ref: 91173138</div></div></div> <div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61. A card payment fee applies.</div><div>sro.vic.gov.au/payment-options</div></div>	<div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div>
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**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Mast Lawyers C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 380348

NO PROPOSALS. As at the 27th May 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

221-259 DRAKES ROAD, DRYSDALE 3222
CITY OF GREATER GEELONG

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

Date of issue: 27th May 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76894492 - 76894492085116 '380348'

CITY OF GREATER GEELONG

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



24 December 2024

Planning Permit Application No:
PP-88-2024

Dear Sir/Madam

Re: **Planning Permit Application No.: PP-88-2024**
Address: 221-259 Drakes Road, DRYSDALE
Proposal: Use and Development for a Dwelling
Appeal No. P714/2024

You are advised that the Victorian Civil & Administrative Tribunal has directed Council to issue a Planning Permit for the abovementioned proposal.

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

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

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

Should you require any further information please contact **Eskinder Ukubamichael** on **Eskinder.Ukubamichael@geelongcity.vic.gov.au** or **03 5272 5583**

Yours sincerely

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

ESKINDER UKUBAMICHAEL
STATUTORY PLANNER

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

Useful information

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

Building Permits/ Consents

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

Building Over Easements

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

Environmental Health Permits

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

Vehicle Crossing Permit

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

Road Opening Permit

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

Asset Protection Permit

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

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

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

Engineering

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

Liquor Licence

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

Use of Public Land (eg footpaths)

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

Other

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

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

PLANNING
PERMIT

Permit No. PP-88-2024

Planning Scheme Greater Geelong Planning Scheme

Responsible Authority Greater Geelong City Council

ADDRESS OF THE LAND 221-259 DRAKES ROAD, DRYSDALE

THE PERMIT ALLOWS:

Planning Scheme Clause No.	Matter for which the permit has been granted
35.07-1	Use of land for a dwelling
35.07-4	To construct a building or construct or carry out works
43.03-2	To construct a building or construct or carry out works

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Endorsed Plans

- 1 The development as shown on the endorsed plan(s) must not be altered without the written consent of the Responsible Authority.

Landscape Plan

2. Prior to the works commencing, an updated landscape plan must be prepared by a suitably qualified or experienced, person to the satisfaction of the Responsible Authority, must be submitted to and approved by the Responsible Authority. The plan(s) must be drawn to scale and generally in accordance with the landscape plan submitted with the application (prepared by Alinga Landscape Design dated 14 November 2024) but modified to show:
- a) No trees to be planted within 60m of the boundary corner Whitcombes and 80m of the boundary corner of Drakes Road.
 - b) The trees along the norther side of the dwelling must be no more than 4m height at maturity including details of species, height and maturity.
 - c) The trees along Drakes Road must be no more than 1.2m height at maturity and including details of species, height and maturity.
 - d) The trees along the western side of the dwelling must be no more than 4m height at maturity and including details of species, height and maturity.

Date Issued: 24 December 2024

Signature of the Responsible Authority: 

CONDITIONS OF PLANNING PERMIT NUMBER PP-88-2024 CONTINUED

Drainage & Vehicular Access

3. Prior to the occupation of the dwelling, the developer must:
- Construct the site stormwater system connecting the new development internally onsite, or other nominated point/s as approved by the Responsible Authority. The stormwater connection must be in accordance with City of Greater Geelong Standard Drawings.
 - Construct vehicular crossings in accordance with the requirements and standards of the City of Greater Geelong and IDM SD 255.
 - Construct a swale in Drakes Road at the development frontage to contain and convey the street stormwater flow.

all to the satisfaction of the Responsible Authority.

Dwelling Land Use Requirements

- Unless otherwise approved by the responsible authority, at least one resident of the dwelling hereby approved must be substantially involved with the management and operation of the agricultural use of the land, to the satisfaction of the Responsible Authority.
- Access to the dwelling, must be provided via an all-weather road with dimensions adequate to accommodate emergency vehicles.
- The dwelling must be connected to reticulated sewerage, if available. If reticulated sewerage is not available all wastewater from each dwelling must be treated and retained within the lot in accordance with the requirements of the Environment Protection Regulations under the *Environment Protection Act 2017* for an on-site wastewater management system.
- The dwelling must be connected to a reticulated potable water supply or have an alternative potable water supply with adequate storage for domestic use as well as for firefighting purposes.
- The dwelling must be connected to a reticulated electricity supply or have an alternative energy source.

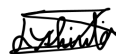
Onsite Wastewater Management System

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

Signature of the

Date Issued: 24 December 2024

Responsible Authority:



CONDITIONS OF PLANNING PERMIT NUMBER PP-88-2024 CONTINUED

Drainage

10. The site must be drained, and no concentrated storm water may drain or discharge from the land to adjoining properties.

Reticulated Gas

11. Any new dwelling allowed by this permit must not be connected to a reticulated gas service (within the meaning of clause 53.03 of the relevant planning scheme). This condition continues to have force and effect after the development authorised by this permit has been completed.

Development Expiry

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

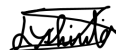
The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires; or

- a) Within six (6) months after the permit expires where the 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.

Signature of the

Date Issued: 24 December 2024

Responsible Authority:



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

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit

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

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

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

WHEN DOES A PERMIT BEGIN?

A permit operates:

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

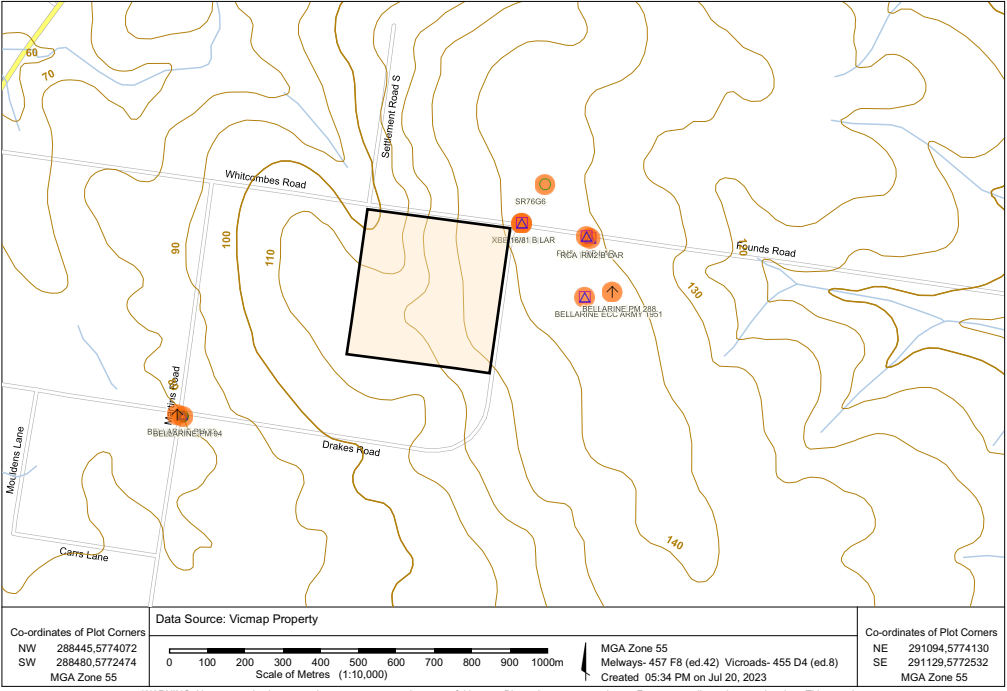
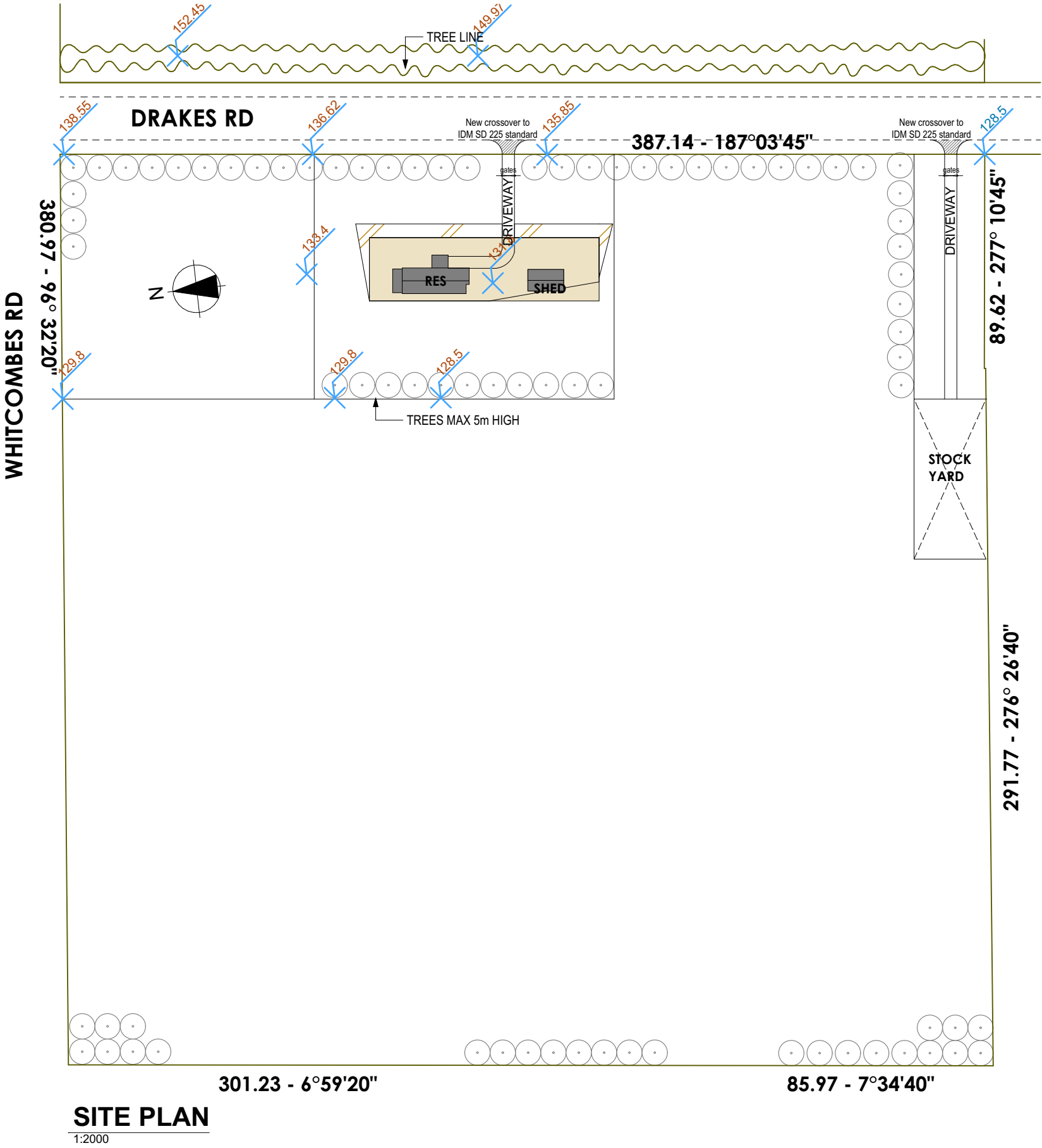
WHEN DOES A PERMIT EXPIRE?

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

WHAT ABOUT REVIEWS?

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

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



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

**Endorsed Plan
Planning Permit No: PP-88-2024
Sheet 1 of 5
Approved By Eskinder Ukubamichael
Approved Date 24/12/2024**

NOTE: THIS IS NOT A BUILDING APPROVAL

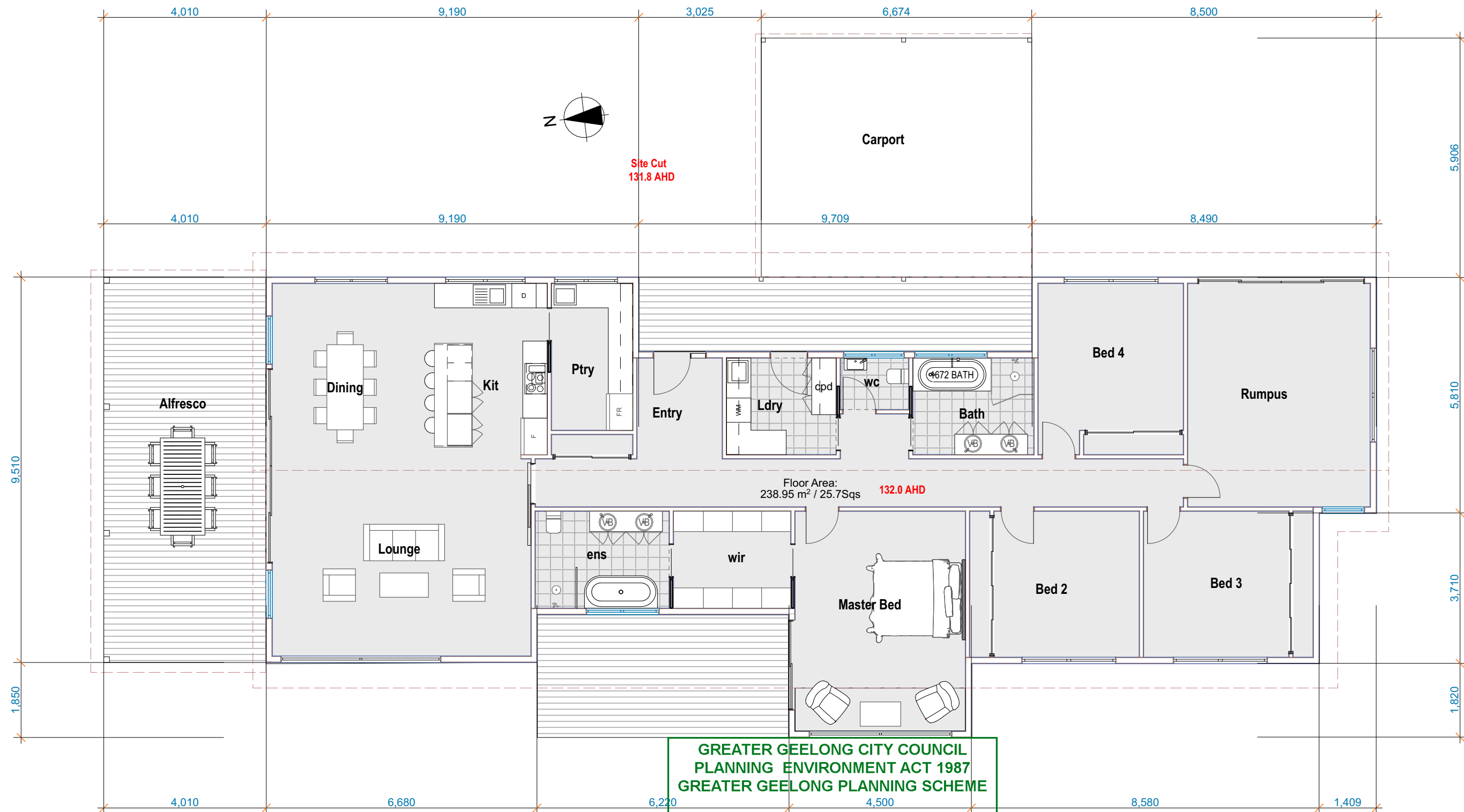
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Project Name **PROPOSED RESIDENCE**
Site Address **221-259 Drakes Rd
Drysdale 3222**

PLANNING
SITE PLAN
2
11443
Plot Date: 16/04/2024

J3Design
Warren Hobbs
Architect
mail@j3design.com.au



GROUND FLOOR
1:100

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Site Address **221-259 Drakes Rd
Drysdale 3222**

PLANNING

GROUND FLOOR PLAN

3

11443

Plot Date: 16/04/2024

J3Design
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mail@j3design.com.au

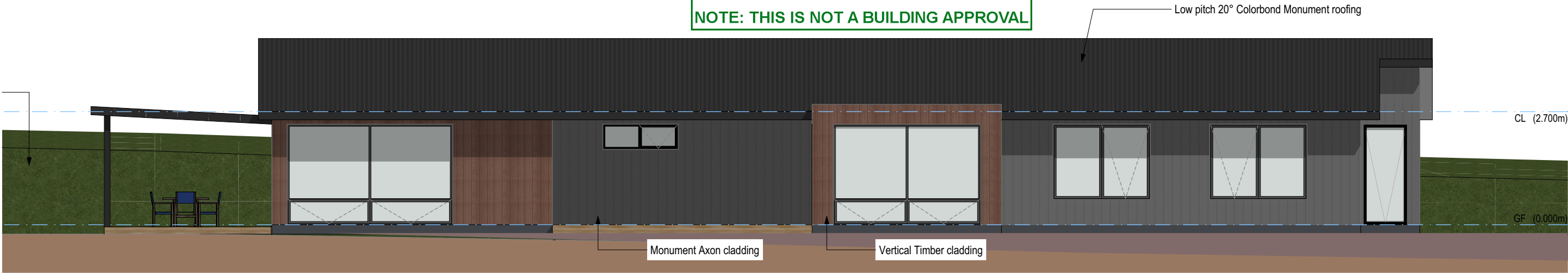


EAST ELEVATION
1:100

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

Endorsed Plan
Planning Permit No: PP-88-2024
Sheet 3 of 5
Approved By Eskinder Ukubamichael
Approved Date 24/12/2024

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WEST ELEVATION
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Project Name **PROPOSED RESIDENCE**

Site Address **221-259 Drakes Rd
Drysdale 3222**

PLANNING

ELEVATIONS

4

11443

Plot Date: 16/04/2024

J3Design
Warren Hobbs
Architect
mail@j3design.com.au



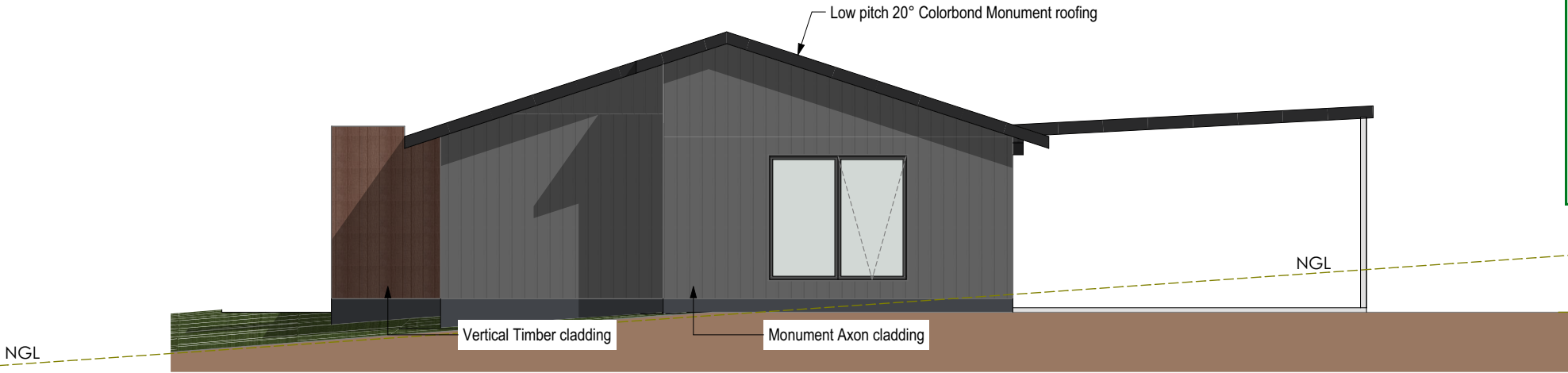
NORTH ELEVATION

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

**Endorsed Plan
Planning Permit No: PP-88-2024
Sheet 4 of 5
Approved By Eskinder Ukubamichael
Approved Date 24/12/2024**

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SOUTH ELEVATION

1:100



WEST OVERALL ELEVATION

1:1000

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Project Name **PROPOSED RESIDENCE**

Site Address **221-259 Drakes Rd
Drysdale 3222**

PLANNING

ELEVATIONS

5

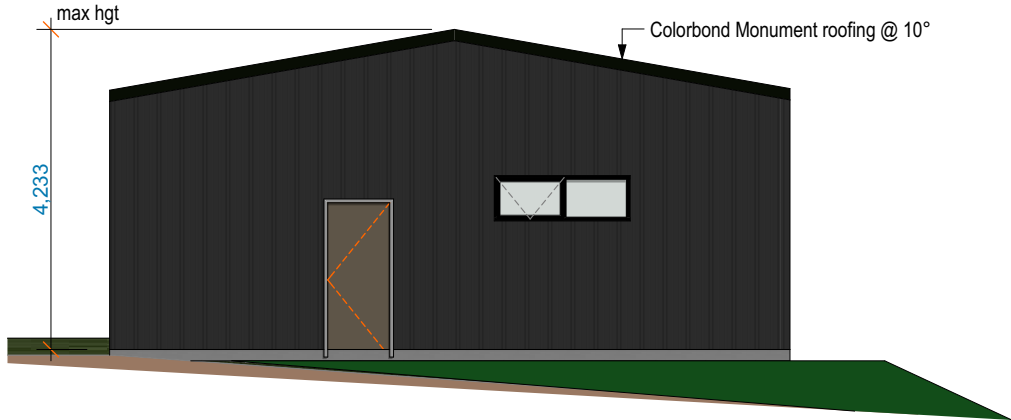
11443

Plot Date: 16/04/2024

J3Design
Warren Hobbs
Architect
mail@j3design.com.au



SHED FLOOR PLAN
1:100



NORTH SHED ELEVATION
1:100

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

Endorsed Plan
Planning Permit No: PP-88-2024
Sheet 5 of 5
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WEST SHED ELEVATION
1:100

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Project Name	PROPOSED RESIDENCE	PLANNING	6
Site Address	221-259 Drakes Rd Drysdale 3222	SHED	11443
			Plot Date: 16/04/2024



CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY
PO Box 104, Geelong VIC 3220

P: 03 5272 5272
E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au



Novo Planning
PO BOX 8151
NEWTOWN VIC 3220

23-May-2025

PI: 268696
PP: PP-88-2024
Your Ref:

Dear Sir/Madam

Re: **Planning Permit No.: PP-88-2024**
Address: 221-259 Drakes Road, DRYSDALE
Proposal: Use and Development for a Dwelling

I am writing in relation to the planning permit referenced above, specifically regarding the minor alterations requested to the plans. Consequently, the following changes have been approved through secondary consent, as permitted under condition 1 of this permit:

- Remove notation of maximum 5m tree high from the endorsed site plan on 24/12/2024

Consequently, the following plans have been given consent enter plan here

- Site Plan- 2 - 9/05/2025, J3 Design Warren Hobbs Architect
- Ground Floor Plan - 3 - 9/05/2025, J3 Design Warren Hobbs Architect
- Elevations - 4 - 9/05/2025, J3 Design Warren Hobbs Architect
- Elevations - 5 - 9/05/2025, J3 Design Warren Hobbs Architect
- Shed - 6 - 9/05/2025, J3 Design Warren Hobbs Architect

Please Note: These plans are to be kept in conjunction with the endorsed plans and will form part of the abovementioned permit.

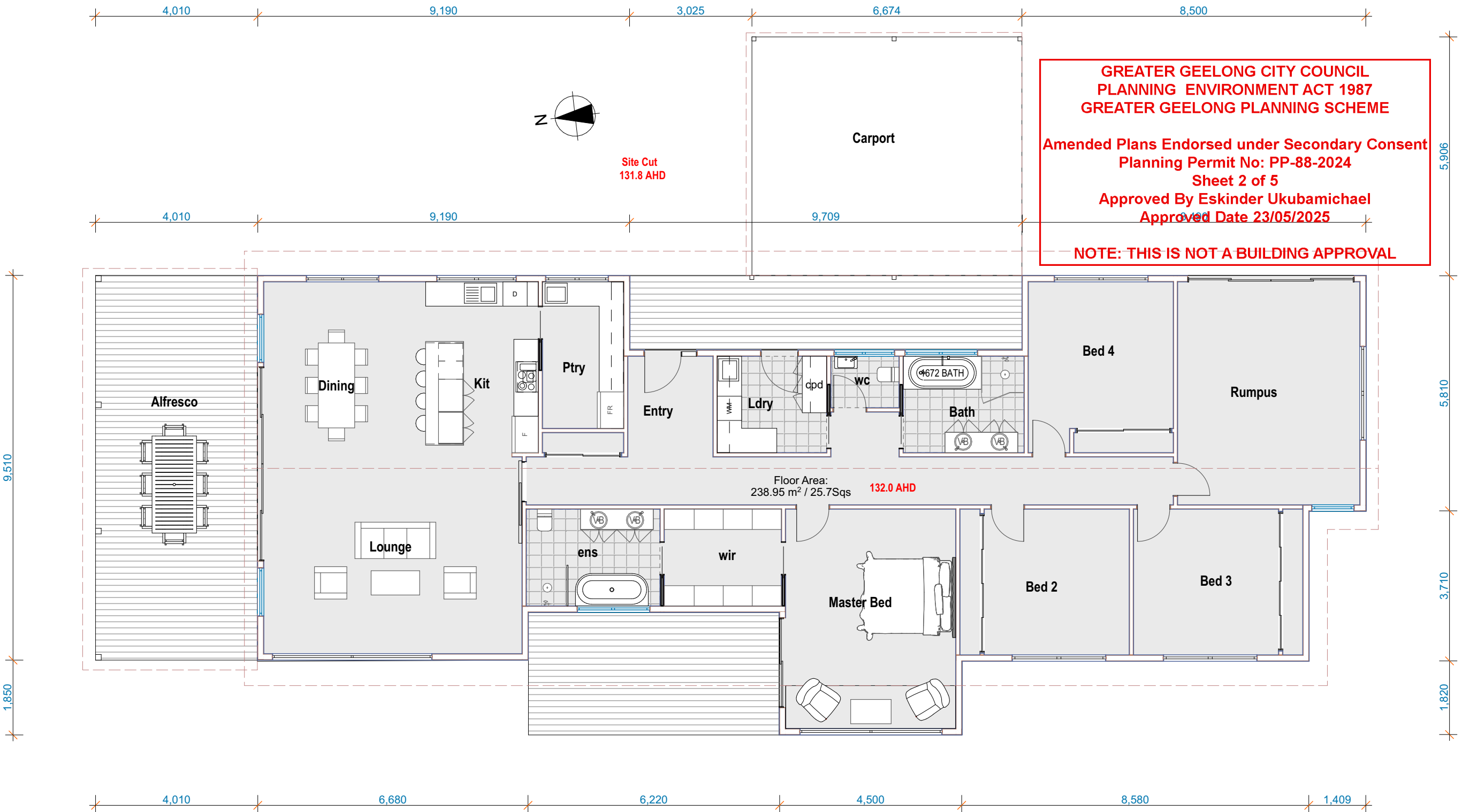
Should you require any further information please contact **Eskinder Ukubamichael** on **03 5272 5583** or Eskinder.Ukubamichael@geelongcity.vic.gov.au

Yours sincerely

A handwritten signature in black ink, appearing to read "Eskinder", written over a horizontal line.

ESKINDER UKUBAMICHAEL
STATUTORY PLANNER

STATUTORY PLANNING
137-149 MERCER STREET, GEELONG



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Site Address **221-259 Drakes Rd
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PLANNING
GROUND FLOOR PLAN
3
11443
Plot Date: 9/05/2025

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mail@j3design.com.au

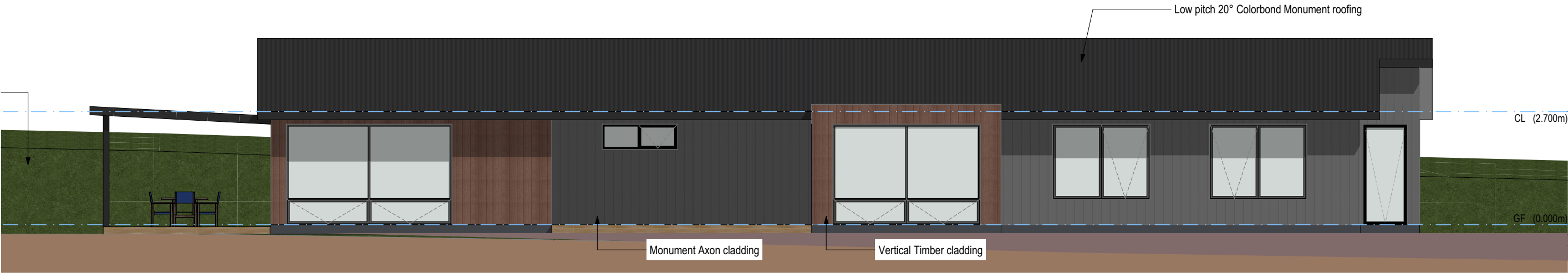
GREATER GEELONG CITY COUNCIL
PLANNING ENVIRONMENT ACT 1987
GREATER GEELONG PLANNING SCHEME

Amended Plans Endorsed under Secondary Consent
Planning Permit No: PP-88-2024
Sheet 3 of 5
Approved By Eskinder Ukubamichael
Approved Date 23/05/2025

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EAST ELEVATION
1:100



WEST ELEVATION
1:100

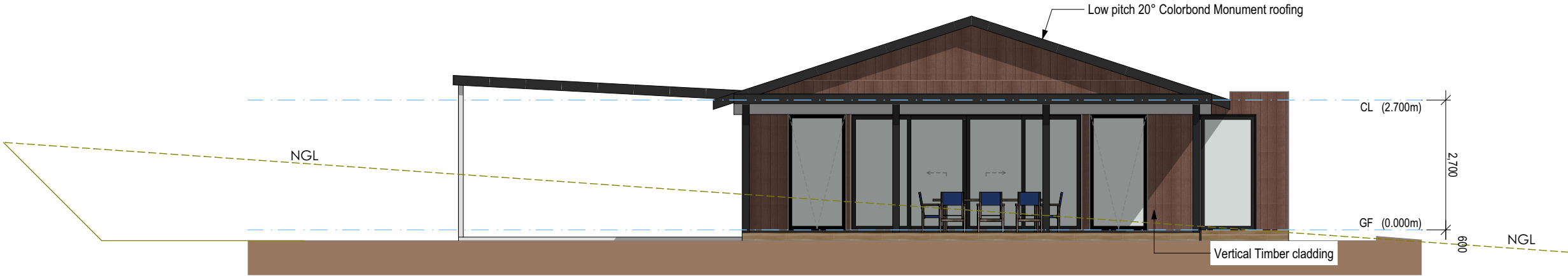
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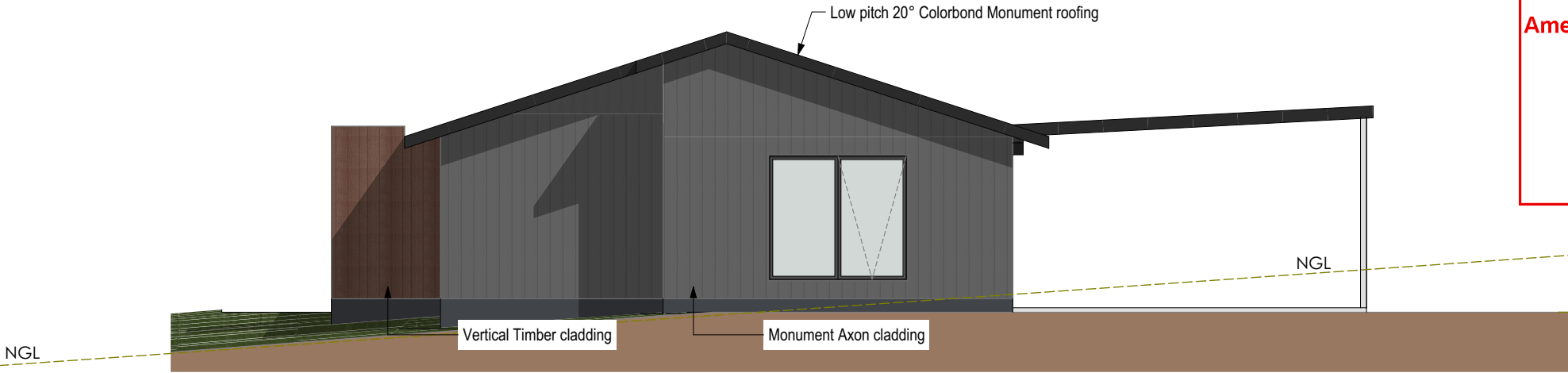
PLANNING
ELEVATIONS
4
11443
Plot Date: 9/05/2025

J3Design
Warren Hobbs
Architect
mail@j3design.com.au



NORTH ELEVATION

1:100



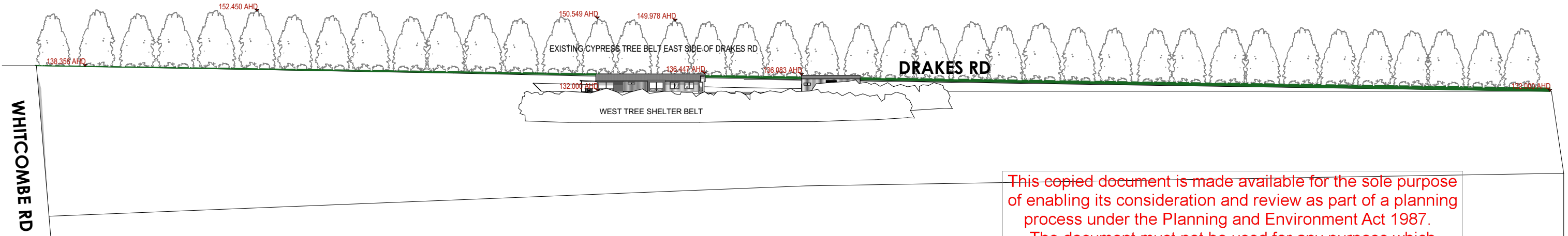
SOUTH ELEVATION

1:100

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

**Amended Plans Endorsed under Secondary Consent
Planning Permit No: PP-88-2024
Sheet 4 of 5
Approved By Eskinder Ukubamichael
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WEST OVERALL ELEVATION

1:1000

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PLANNING

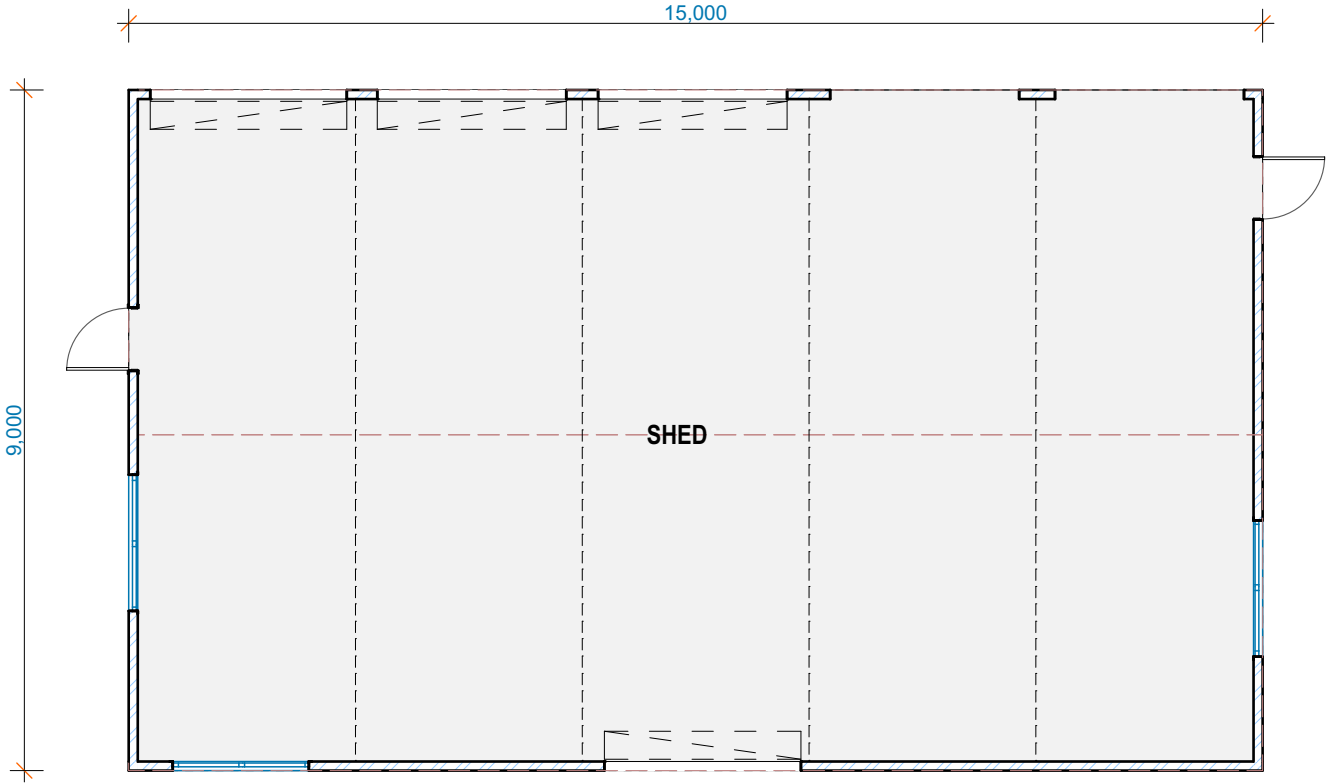
ELEVATIONS

5

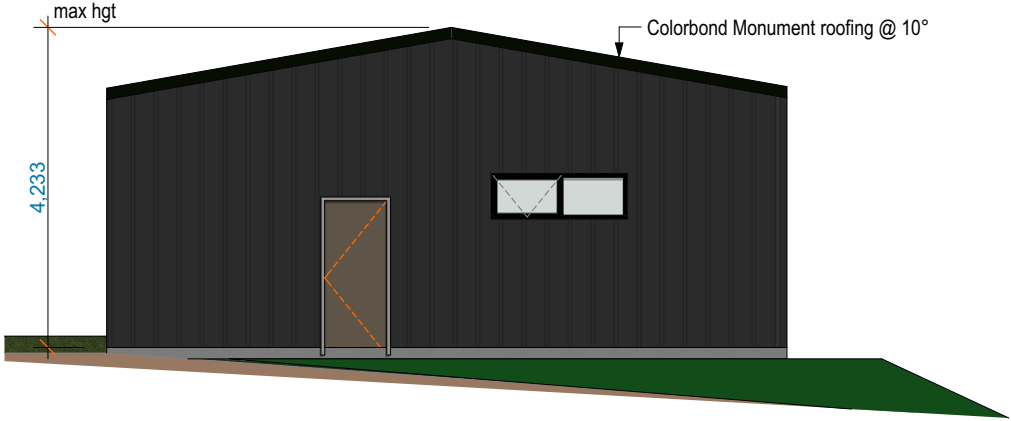
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Plot Date: 9/05/2025

J3Design
Warren Hobbs
Architect
mail@j3design.com.au



SHED FLOOR PLAN
1:100



NORTH SHED ELEVATION
1:100

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

**Amended Plans Endorsed under Secondary Consent
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PLANNING

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6

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Plot Date: 9/05/2025

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