

**Estate Agent:**

Elders Real Estate - Geelong  
Suite 15, 400 Pakington Street, Newtown VIC 3220  
5225 5000

**CONTRACT OF SALE**

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**Vendor:** John Charles Nickelson

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**Property:** 452-460 Founds Road, Drysdale VIC 3222

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INCORPORATING

**JEANNETTE ERNST**  
Conveyancing Professional

**COMPLETE  
CONVEYANCING**  
& CORPORATE SERVICES

**LINK CONVEYANCING**  
Connecting People with Property

**VENDORS REPRESENTATIVE**

**Conveyancing Professionals Pty Ltd**

Incorporating

Jeannette Ernst Conveyancing Professionals,  
Complete Conveyancing & Corporate Services & Link Conveyancing  
Link Conveyancing

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**Ref: 26/8726**

# CONTRACT OF SALE OF REAL ESTATE

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

**Property Address:** 452-460 Founds Road, Drysdale VIC 3222

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract. The terms of this contract are contained in the: Particulars of sale; 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 the 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 of person signing: .....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

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

**SIGNED BY THE VENDOR**..... on ...../..... /20.....

Print name of person signing.....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

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

### IMPORTANT NOTICE TO PURCHASERS

#### Cooling-off period

Section 31 **Sale of Land Act 1962**

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

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

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

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

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

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

#### Off-the-Plan Sales

Section 9AA(1A)

**Sale of Land Act 1962**

- You may negotiate with the vendor about the amount of 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.

## Estate Agents (Contracts) Regulations 2008

**Particulars Of Sale**

<b>Vendors Estate Agent</b>	Elders Real Estate - Geelong Suite 15, 400 Pakington Street, Newtown VIC 3220 P. 5225 5000 E.  Peter Lindeman M. 0418 525 609 E. peter.lindeman@elders.com.au
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<b>Vendor</b>	John Charles Nickelson
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<b>Vendor's Representative</b>	<b>Conveyancing Professionals Pty Ltd</b> Incorporating Jeannette Ernst Conveyancing, Complete Conveyancing Corporate Services & Link Conveyancing  T: (03) 9646 5913 Email: info@conveyancingprofessionals.com.au
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<b>Purchaser</b>	Of:
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<b>Purchaser's Representative</b>	Of:
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<b>Land (General Conditions 3 &amp; 9)</b>	The Land is described as:  Volume 10076 Folio 914 and Volume 10076 Folio 915 - Lot 1 and 1, TP852398A and 852467H  Or as 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 if the land is general law land.
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<b>Property Address</b>	452-460 Founds Road, Drysdale VIC 3222
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<b>Goods Sold With The Land (General Condition 2.3(f))</b>	Land Only
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<b>Payment (General Condition 11)</b>	Price: \$
	Deposit: \$                      Payable by \$                      upon signing, Balance of Deposit payable by:
	Balance: \$                      Payable at Settlement

<b>Deposit Bond (Special Condition 19)</b>	<input type="checkbox"/> Special Condition 19 applies if this box is checked
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<b>GST (General Condition 13)</b>	
The price includes GST (if any) unless the words ' <b>plus GST</b> ' appear in this box:	
If this is a sale of a 'farming business' or 'going concern' then add the words ' <b>Farming business</b> ' or ' <b>going concern</b> ' in this box:	Farming Business
If the margin scheme will be used to calculate GST then add the words ' <b>margin scheme</b> ' in this box:	

<b>Settlement is due on: (General Condition 10)</b>	
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Unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

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

<b>Lease (General Condition 1.1)</b>	
At settlement the purchaser is entitled to vacant possession of the property unless the words ' <b>subject to lease</b> ' appear in this box:	<b>Subject to Lease/Licence</b>
If 'subject to lease' then particulars of the lease are:	As per Lease/Licence contained in Section 32 Vendors Statement

<b>Terms Contract (General Condition 23)</b>	
If this contract is intended to be a terms contract within the meaning of the <b>Sale of Land Act 1962</b> then add the words <b>'terms contract'</b> in this box, and refer to general condition 23 and add any further provisions by way of special conditions:	Not Applicable

<b>Loan (General Condition 14)</b>	<input type="checkbox"/> General Condition 14 applies only if this box is checked
Lender: Loan Amount: Approval Date:	

<b>Vendor GST Withholding  Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)</b>	The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property
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## **SPECIAL CONDITIONS**

### **1. Building and Pest Inspections**

**Special Condition – Pest Inspection (Only applies if box is checked)**

This sale is subject to the Purchaser obtaining a Pest Inspection Report from a Licensed Pest Control Operator within seven days of the Purchaser signing this Contract of Sale. If the report shows any live termite or borer infestation at the Dwelling at the Property the Purchaser may end this contract but only if the Purchaser serves written notice on the Vendor together with a copy of the report within seven days of the Purchaser signing this Contract. All monies must be immediately refunded to the Purchaser if the contract is ended.

**Special Conditional- Building Inspection (Only applies if box is checked)**

This sale is subject to the Purchaser obtaining a Building Report from a Registered Building Practitioner within seven days of the Purchaser signing this Contract of Sale. If the report shows a major structural defect the Purchaser may end this Contract but only if the Purchaser serves written notice on the Vendor together with a copy of the report within seven days of the Purchaser signing this Contract. All monies must be immediately refunded to the Purchaser if the Contract is ended.

### **2. Whole Agreement**

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

That the Purchaser has made investigations and asked all questions in relation to any concerns regarding Material Facts regarding the Property prior to signing this Contract of Sale.

The Vendor and Purchaser acknowledge that the Special Conditions take priority over the General Conditions in this Contract of Sale.

### **3. Representation and Warranty as to Building and Improvements (if applicable)**

(a) The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof. That the Purchaser has made a physical inspection of the property and made its own investigations regarding the improvements including the materials constructed at the Property.

(b) The Purchaser confirms he has made enquiries with the Vendor or the Vendor's Agent as to any Material Facts in relation to the Property before signing this Contract of Sale.

#### **4. Planning**

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

#### **5. Director's Guarantee and Warranty**

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

#### **6. Foreign Acquisition**

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

#### **7. Foreign resident capital gains withholding**

- 7.1 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.
- 7.2 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.
- 7.3 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, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 7.4 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.
- 7.5 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
  - (b) ensure that the representative does so.
- 7.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in

- accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition. despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 7.7 The representative is taken to have complied with the obligations in special condition 7.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 7.8 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.
- 7.9 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 of *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.
- 7.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## **8. Electronic Conveyancing Special Condition**

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

- 8.1 This special condition has priority over any other provision to the extent of any inconsistency. This Special Condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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*.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 8.3 Each party must:
- (a) Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*
  - (b) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*
  - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 (a) The vendor must nominate a time for locking of the workspace at least 7 days before the due date for settlement.

(b) Notwithstanding anything else hereinbefore contained, the Purchaser shall pay the Vendor's legal representative [and Mortgagee's where applicable] proper costs occasioned by the failure to settle at the agreed date where such failure is caused by the Purchaser, his Solicitor, Conveyancer or Mortgagee and where settlement is required to be re-scheduled and is effected at a later date than that previously arranged. These costs shall be payable even though the Purchaser shall not be deemed to be in default under the Contract of Sale.

8.6 Settlement occurs when the workspace records that:

- (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
- (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

8.7 If Settlement does not occur on the scheduled Settlement date, the parties must do everything reasonably necessary to effect settlement electronically on the next business day.

8.8 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.

8.9 The vendor must before settlement:

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

8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

## **9. Amendment to General Conditions**

9.1 General condition 12.4 is added:

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.

9.2 Upon execution of the Contract it is acknowledged that General Conditions 24.4, 24.5 & 24.6 do not apply to this Contract.

- 9.3 General Condition 14.2(c) is deleted and replaced with ‘serves written notice ending the contract on the vendor or vendors representative by 5pm on the approval date or any later date allowed by the vendor along with a letter from a lender that confirms that the loan application has been declined’.
- 9.4 General Condition 8 is deleted.

## 10. GST Withholding at Settlement

- 10.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this 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.
- 10.2 This Special Condition applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises* or *potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 10.3 The amount is to be deducted from the vendor’s entitlement to the contract *consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 10.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this special condition; and
  - ensure that the representative does so.
- 10.5 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this special condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 10.6 The representative is taken to have complied with the requirements of special condition

9A.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

10.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in special condition 10.6. However, if the purchaser gives the bank cheque in accordance with this special condition, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

10.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

10.9 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or

- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

10.10 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

10.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 10.10 ; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

10.12 This special condition will not merge on settlement.

## **11. Electronic Signature**

- 11.1 In this Special Condition 'electronic signature' means a digital signature or a visual representation of a person's signature or mark which is placed on a physical or electronic copy of this Contract.
- 11.2 The parties consent to this Contract being signed by or on behalf of party by an electronic signature and the parties warrant 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.
- 11.3 Each party consents to the exchange of counterparts of this Contract by delivery by email to each parties representative.

## **12. Swimming Pool (if Applicable)**

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

## **13. Solar Panels (if Applicable)**

- 13.1 If there are any solar panels on the Land, the Purchaser acknowledges and agrees that:
- (a) whether or not any benefits currently provided to the Vendor by Agreement with the current energy service provider (including feed in tariffs) pass to the Purchaser on the sale of the Land is a matter for enquiry and confirmation by the Purchaser, and the Vendor makes no warranty or representation in this regard;
  - (b) the Purchaser will make his own negotiations with the current energy supplier or an energy supplier of the Purchaser's choice with regard to a feed in tariffs for any electricity generated or any benefit provided by the solar panels;
  - (c) neither the Vendor nor the Vendor's Estate Agent have made any representations or warranties with respect to the solar panels or their state of repair or purpose which they were installed.

## **14. Existing Lease**

- 14.1 If this property is affected by a lease or this Contract of Sale is Subject to a Lease, the

Vendor does not warrant that the lease will be in force at Settlement. The Purchaser is not entitled to any compensation from the Vendor and the Vendor will not be in breach of this Contract if the property is vacant on the settlement date.

## **15. Adjustments**

15.1 The Purchaser(s) and/or their representative will prepare and deliver the Statement of Adjustments to the Vendors Representative at least 5 clear days before Settlement, along with supporting certificates from the relevant authorities. Supporting certificates must be dated within 30 days of Settlement Date.

## **16. Land Tax**

16.1 Notwithstanding any other Special Condition or General Condition, if the Contract Price is under the 'Threshold Amount' as prescribed in Section 10I of the Sale of Land Act, then Land Tax will not be adjusted or apportioned at Settlement and will remain the responsibility of the Vendor in accordance with the Section 10G of the Sale of Land Act.

## **17. Default Interest, Delayed Settlement or Earlier Settlement**

17.1 General condition 26 is replaced with the following:

If the Purchaser defaults in payment of any money due under this Contract of Sale then interest at the rate of four per cent (4%) per annum plus the rate for the time being as fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable at settlement by the Purchaser to the vendor on any money owing under this Contract of Sale during the period of default without the necessity for a demand and without affecting any other rights or remedies of the vendor.

17.2 The Purchaser acknowledges that in the event that the Purchaser fails to fulfil his or her obligations pertaining to the settlement of the property by the Due Date under this Contract of Sale, all rates, charges and levies in the Statement of Adjustments are to be adjusted from the original Due Date, and not from the new settlement date caused by reason of the delay.

## **18. Vendor's Losses and Expenses**

18.1 The parties agree that in the event that the Purchaser fails to fulfil his or her obligations pertaining to the settlement of the property by the Due Date under this Contract of Sale, the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in addition to the interest chargeable on the balance of the purchase price in accordance with the terms of this Contract:

- a. Penalties and/or interest payable on any loan secured on the property from the Due Date until settlement actually takes place;
- b. Costs of obtaining bridging finance to complete the Vendor's purchase of another property, plus any interest charged on such bridging finance;
- c. Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property
- d. Reasonable costs of storage of goods and chattels incurred by the Vendor.

e. Additional legal and conveyancing costs reasonably incurred by the Vendor

## 19. Deposit Bond

- 19.1 This Special Condition only applies if the applicable box in the Particulars of Sale is checked.
- 19.2 In this Special Condition, "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit.
- 19.3 The deposit bond must:
- 19.3.1 be issued by an insurer or institution acceptable to the Vendor (acting reasonably);
  - 19.3.2 be in an amount equal to the deposit stated in this Contract; and
  - 19.3.3 be irrevocable and unconditional. The issuer and the form of the deposit bond must be satisfactory to the vendor.
  - 19.3.4 The deposit bond must have an expiry date at least 45 days after the due date for settlement
  - 19.3.5 be payable on demand in accordance with its terms if the Purchaser defaults under this Contract and the Vendor becomes entitled to the deposit.
- 19.4 The purchaser must deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 5 days of the day of sale.
- 19.5 If the Purchaser fails to provide the deposit bond in accordance with this Special Condition, or if the bond is withdrawn, expires, or becomes unenforceable before settlement, the Vendor may give written notice requiring payment of the deposit in cash within **2 business days**, failing which the Vendor may exercise any rights available under this Contract.
- 19.6 All costs associated with the deposit bond are the sole responsibility of the Purchaser.

## CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

### 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 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 re-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 Properties 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'.

## 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 10.00 a.m. and 4.00 p.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 a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

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

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

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

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

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

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

### **14. Loan**

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

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

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

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

## 15. Adjustments

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

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

- a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
- c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

## TRANSACTIONAL

### 16. Time

16.1 Time is of the essence of this contract.

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

### 17. Service

17.1 Any document sent by:

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

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

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

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

#### **18. Nominee**

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

#### **19. Liability of signatory**

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

#### **20. Guarantee**

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

#### **21. Notices**

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

#### **22. Inspection**

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

#### **23. Terms contract**

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

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

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

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

- g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- h) the purchaser must observe all obligations that affect owners or occupiers of land;
- i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## **24. Loss or damage before settlement**

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

## **25. Breach**

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

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

## **DEFAULT**

### **26. Interest**

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

### **27. Default notice**

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

27.2 The default notice must:

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

### **28. Default not remedied**

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

**GUARANTEE and INDEMNITY**

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

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

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

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

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

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

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )  
) .....  
Print Name..... ) Director (Sign)

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

SIGNED SEALED AND DELIVERED by the said )  
) .....  
Print Name..... ) Director (Sign)

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

PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

# VENDORS STATEMENT

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**Vendor:** John Charles Nickelson

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**Property:** 452-460 Founds Road, Drysdale VIC 3222

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**CONVEYANCING  
PROFESSIONALS**

INCORPORATING

**JEANNETTE ERNST**  
Conveyancing Professional

**COMPLETE  
CONVEYANCING**  
& CORPORATE SERVICES

**LINK CONVEYANCING**  
Connecting People with Property

**VENDORS REPRESENTATIVE**

**Conveyancing Professionals Pty Ltd**

Incorporating

Jeannette Ernst Conveyancing Professionals,  
Complete Conveyancing & Corporate Services & Link Conveyancing

**Port Melbourne, Geelong, Kingsville & Drysdale**

**T: (03) 9646 5913**

**Email: [info@conveyancingprofessionals.com.au](mailto:info@conveyancingprofessionals.com.au)**

**Ref: 26/8726**

### **32A FINANCIAL MATTERS**

(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows:

- As contained in the attached Certificates or Rate Notices

Provider

Greater Geelong City Council

State Revenue Office (land tax) – if applicable

The Purchaser may become liable for State Land Tax depending on the use to which the property is put and other properties owned by the Purchaser.

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows: None to the Vendor's knowledge

Their total does not exceed \$5,000

(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows: Not applicable

(c) The Property is not land in the Land Tax Reform Scheme within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 (Vic) ("CIPT Act").

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 Rate Notice (or Land Information Statement) or the State Revenue Office Property Clearance Certificate.

If the Land is in the Land Tax Reform Scheme within the meaning of CIPT Act the entry date will be set out in the State Revenue Office Clearance Certificate attached hereto.

### **32B INSURANCE**

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of Insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: Not applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and Section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows: Not applicable

### **32C LAND USE**

(a) Restrictions

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:

See attached Title documents and tenancy agreement (if applicable).

AND any sewers, drains, water pipes, underground or overhead electricity or telephone cables or any services (including electrical and telephone) as may be laid outside any registered easement.

Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:

None to the Vendor's knowledge and the Vendor has not received any notices from any statutory authority as to non-compliance. The Vendor is only able to provide details which they have directly obtained themselves from any statutory authority of any construction of any buildings during the time the Vendor has been the registered proprietor.

(b) Bushfire

This land is within a designated bushfire-prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) Road Access

There is access to the Property by road.

(d) Planning

Planning Scheme: See attached certificate/report

Responsible Authority: See attached certificate/report

Zoning: See attached certificate/report

Planning Overlay/s: See attached certificate/report

### 32D NOTICES

(a) 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 of which the Vendor might reasonably be expected to have knowledge are:

None to the Vendor's knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

(b) Any 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:

None to the Vendor's knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act 1986* are: Not applicable

**32E BUILDING PERMITS**

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land): No such Building Permit has been granted

**32F OWNERS CORPORATION**

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

The Land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT:

- Land that is to be transferred under the agreement
- Land on which works are to be carried out under the agreement (other than Crown land)
- Land in respect of which a GAIC is imposed

**32H SERVICES**

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

Electricity <input type="checkbox"/>	Gas X	Water X	Sewerage X	Telephone X
--------------------------------------	-------	---------	------------	-------------

**32I TITLE**

Attached are the following document/s concerning Title:

- (a) In the case of land under the Transfer of Land Act 1958, a copy of the Register Search Statement and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of:
  - (i) The last conveyance in the Chain of Title to the land; or
  - (ii) Any other document which gives evidence of the Vendor's title to the land
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copy/s of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land this is subject to a subdivision a copy of the unregistered Plan of Subdivision (latest version)
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988*-
  - (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
  - (ii) Details of any requirements in a Statement of Compliance relation to the stage in which the land is included that have not been completed with;

- (iii) Details of any proposals relating to subsequent stages that are known to the Vendor; and
  - (iv) A statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) Copy of any Covenant/s which affect the land.
- (g) Copy of any Leases (if applicable).

**DATE OF THIS STATEMENT**

/  /20

22-May-26

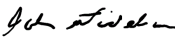
**Name of the Vendor**

**John Charles Nickelson**

The Vendor/s hereby confirm that they have read this Section 32 Statement and approve all details including services connected to the property, building approvals, owner builder works, construction over easements and notices issued in relation to the property.

**Signature/s of the Vendor**

x

DocuSigned by:  
  
1C69978996CA44C...

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

**DATE OF THIS ACKNOWLEDGMENT**

/  /20

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

# Due diligence checklist

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

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

### Urban living

#### Moving to the inner city?

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

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

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

### Growth areas

#### Are you moving to a growth area?

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

### Flood and fire risk

#### Does this property experience flooding or bushfire?

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

### Rural properties

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

### Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

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

VOLUME 10076 FOLIO 914

Security no : 124134406677P  
Produced 06/05/2026 01:02 PM

LAND DESCRIPTION

Lot 1 on Title Plan 852398A.  
Created by Application No. 070966H 18/06/1992

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
JOHN CHARLES NICKLESON of 7 REEDY LAKES COURT LEOPOLD VIC 3224  
AS656528S 28/10/2019

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE TP852398A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END

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

VOLUME 10076 FOLIO 915

Security no : 124134840791C  
Produced 20/05/2026 03:49 PM

LAND DESCRIPTION

Lot 1 on Title Plan 852467H.  
Created by Application No. 070966H 18/06/1992

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
JOHN CHARLES NICKLESON of 7 REEDY LAKES COURT LEOPOLD VIC 3224  
AS656528S 28/10/2019

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE TP852467H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END

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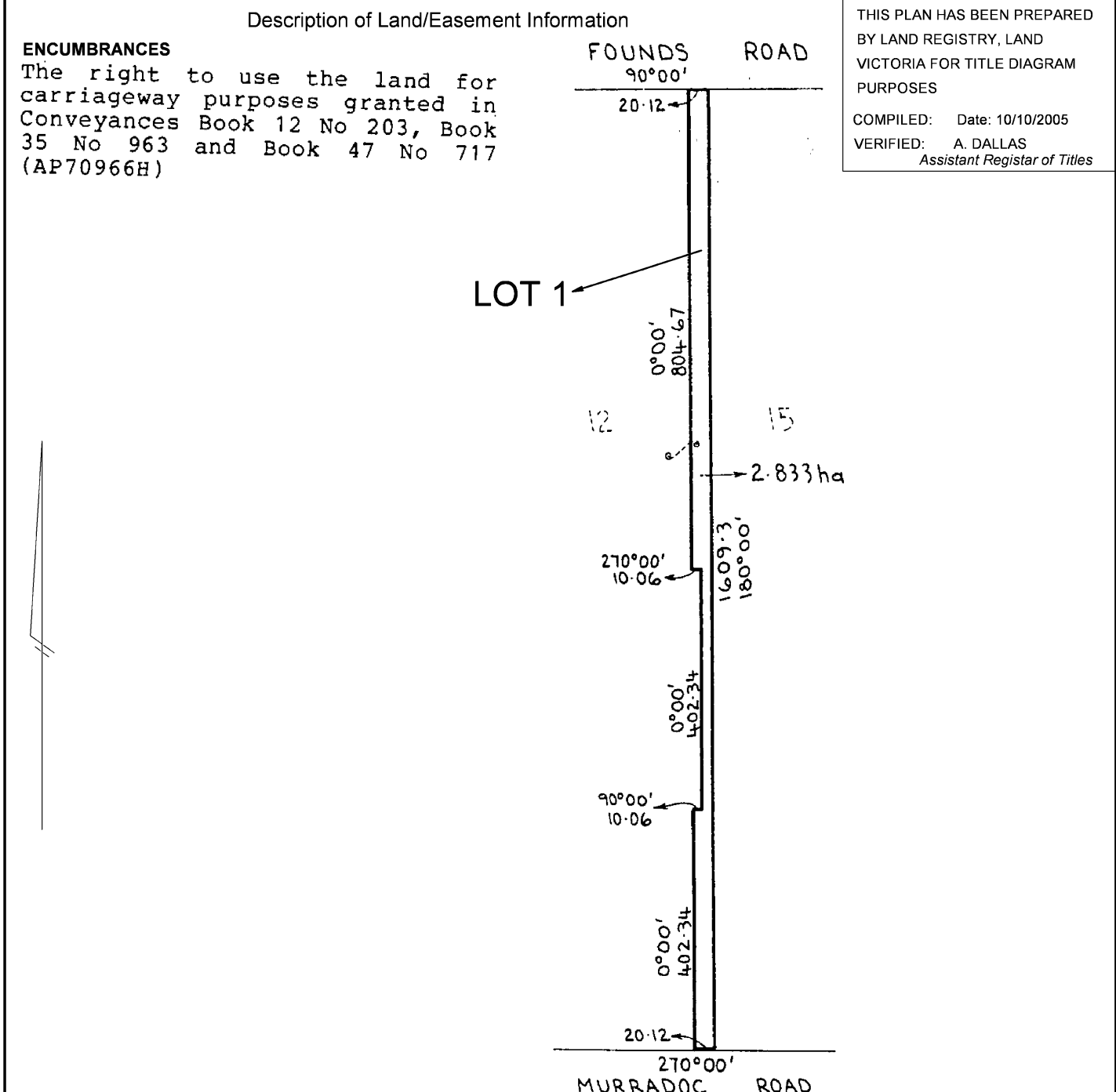
Document Type	<b>Plan</b>
Document Identification	<b>TP852467H</b>
Number of Pages (excluding this cover sheet)	<b>1</b>
Document Assembled	<b>20/05/2026 15:49</b>

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<b>TITLE PLAN</b>	<b>EDITION 1</b>	<b>TP 852467H</b>
<b>LOCATION OF LAND</b> Parish: BELLARINE Township: - Block: 2 Crown Allotment: - Portion: 12 (PT)  Last Plan Reference:- Derived From: VOL.10076 FOL. 915 Depth Limitation: NIL	<b>Warning as to Dimensions</b> Any dimension and connecting distance shown is based on the description of the land as contained in the General Law Title and is not based on survey information which has been investigated by the Registrar of Titles. ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN	



<b>TABLE OF PARCEL IDENTIFIERS</b>
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
LOT 1 = PORTION 12 (PT) BLOCK 2



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>TP852398A</b>
Number of Pages (excluding this cover sheet)	<b>1</b>
Document Assembled	<b>20/05/2026 15:51</b>

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

	TITLE PLAN	EDITION 1	TP 852398A
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<p><b>Location of Land</b></p> <p>Parish: BELLARINE          Township:          Section:          Crown Allotment:          Portion: 12(PT)          Block: 2          Last Plan Reference:          Derived From: VOL 10076 FOL 914          Depth Limitation: NIL</p>	<p style="text-align: center;"><b>Notations</b></p> <p><b>Warning as to Dimensions</b>          Any dimension and connecting distance shown is based on the description of the land as contained in the General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
---	---

<p style="text-align: center;"><b>Description of Land / Easement Information</b></p> <div style="text-align: center; font-size: 24px; font-weight: bold; margin-bottom: 10px;">             FOUNDS ROAD         </div>	<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 16/08/1999          VERIFIED: BC</p>
--	---

<b>TABLE OF PARCEL IDENTIFIERS</b>	
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962	
PARCEL 1 = Portion 12(PT) BLOCK 2	

LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets
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# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1257458

## APPLICANT'S NAME & ADDRESS

CONVEYANCING PROFESSIONALS PTY LTD C/- TRICONVEY  
(RESELLER) C/- LANDATA

DOCKLANDS

## VENDOR

NICKELSON, JOHN CHARLES

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

62480

This certificate is issued for:

LOT 1 PLAN TP852398 ALSO KNOWN AS 452 - 460 FOUNDS ROAD DRYSDALE  
GREATER GEELONG CITY

The land is covered by the:

GREATER GEELONG PLANNING SCHEME

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

The land:

- is included in a FARMING ZONE
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 13

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

20 May 2026

**Sonya Kilkenny**  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

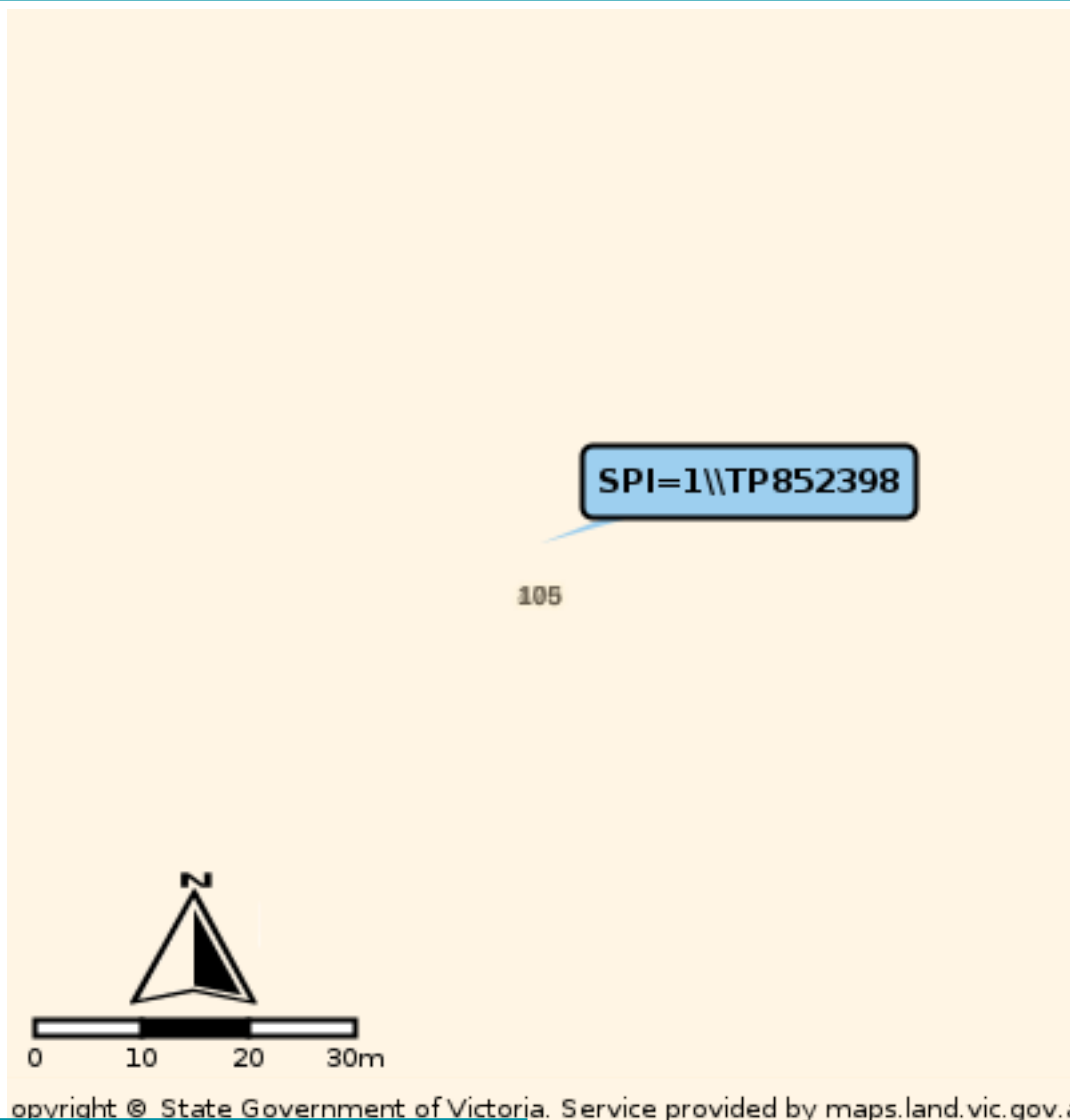
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

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

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



### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

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

### Privacy Statement

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

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 20 May 2026 03:46 PM

## PROPERTY DETAILS

Address: **470-480 FOUNDS ROAD DRYSDALE 3222**  
 Lot and Plan Number: **Lot 1 TP852398**  
 Standard Parcel Identifier (SPI): **1\TP852398**  
 Local Government Area (Council): **GREATER GEELONG**  
 Council Property Number: **271497**  
 Planning Scheme: **Greater Geelong**  
 Directory Reference: **Melway 458 B8**

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

[Planning Scheme - Greater Geelong](#)

## UTILITIES

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

## STATE ELECTORATES

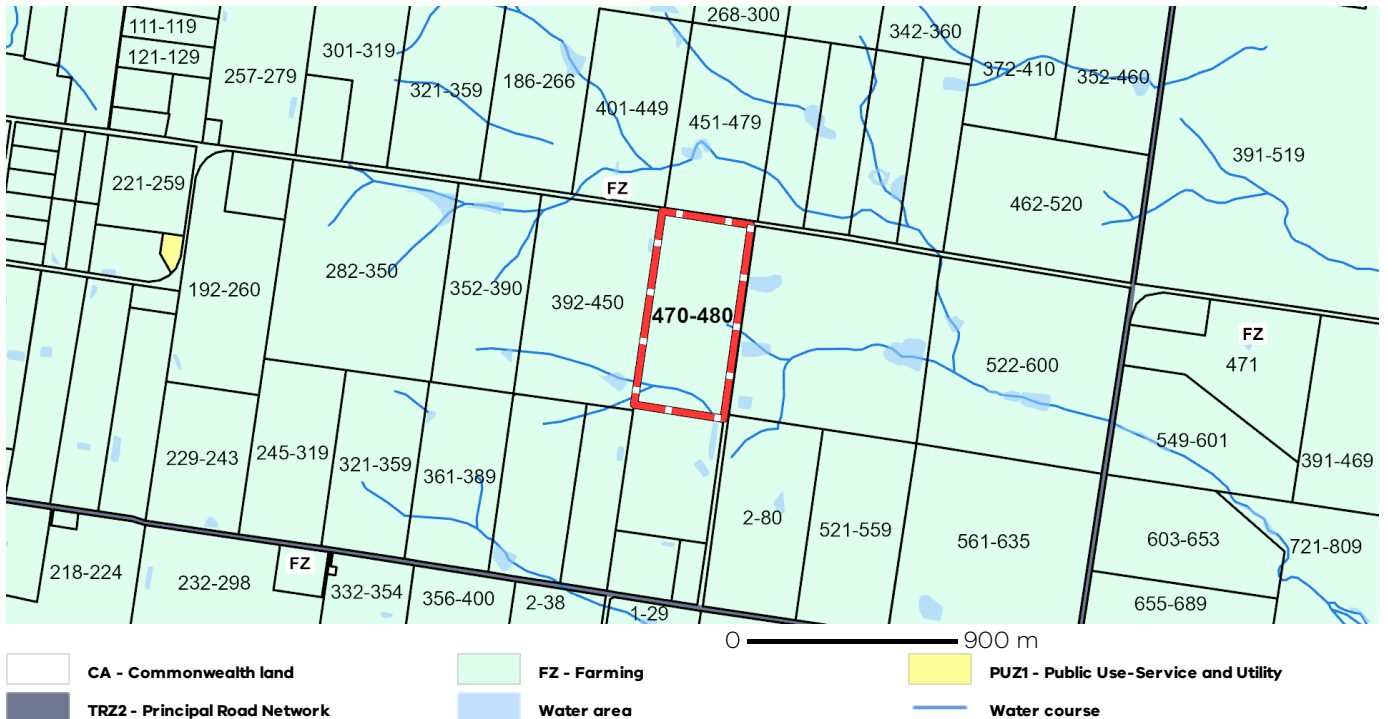
Legislative Council: **WESTERN VICTORIA**  
 Legislative Assembly: **BELLARINE**  
 Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**  
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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



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

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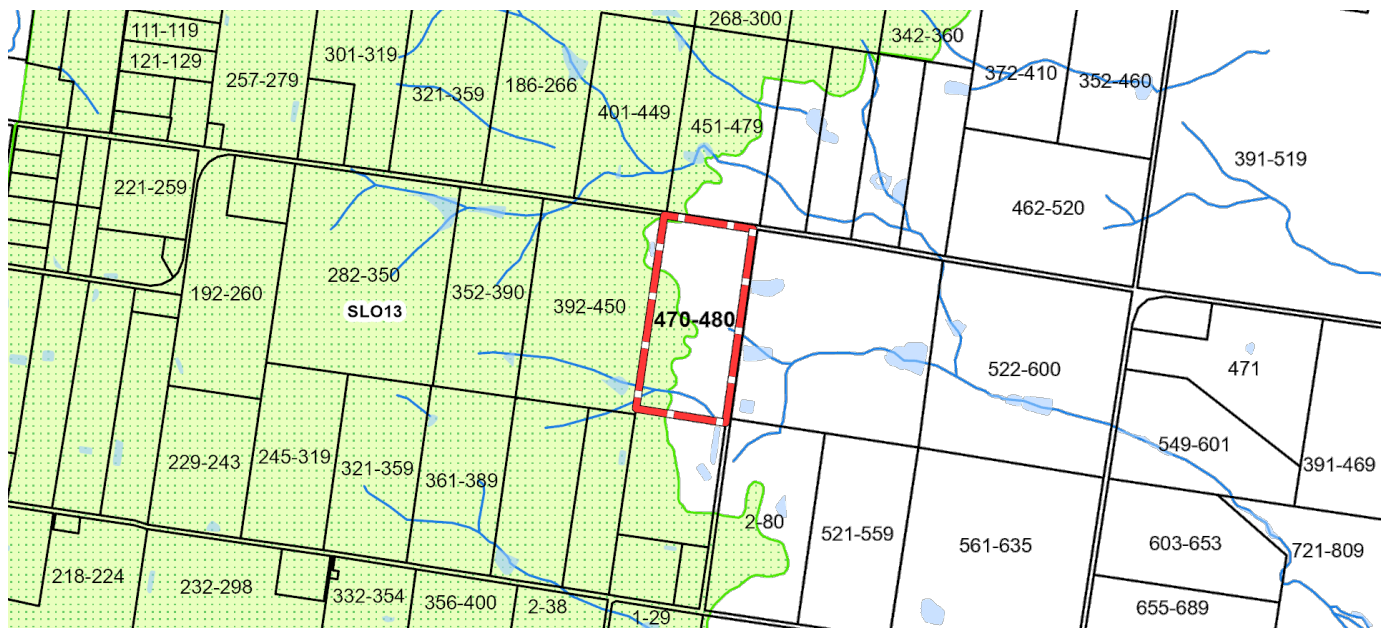
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

# PLANNING PROPERTY REPORT

## Planning Overlays

### SIGNIFICANT LANDSCAPE OVERLAY (SLO)

#### SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 13 (SLO13)



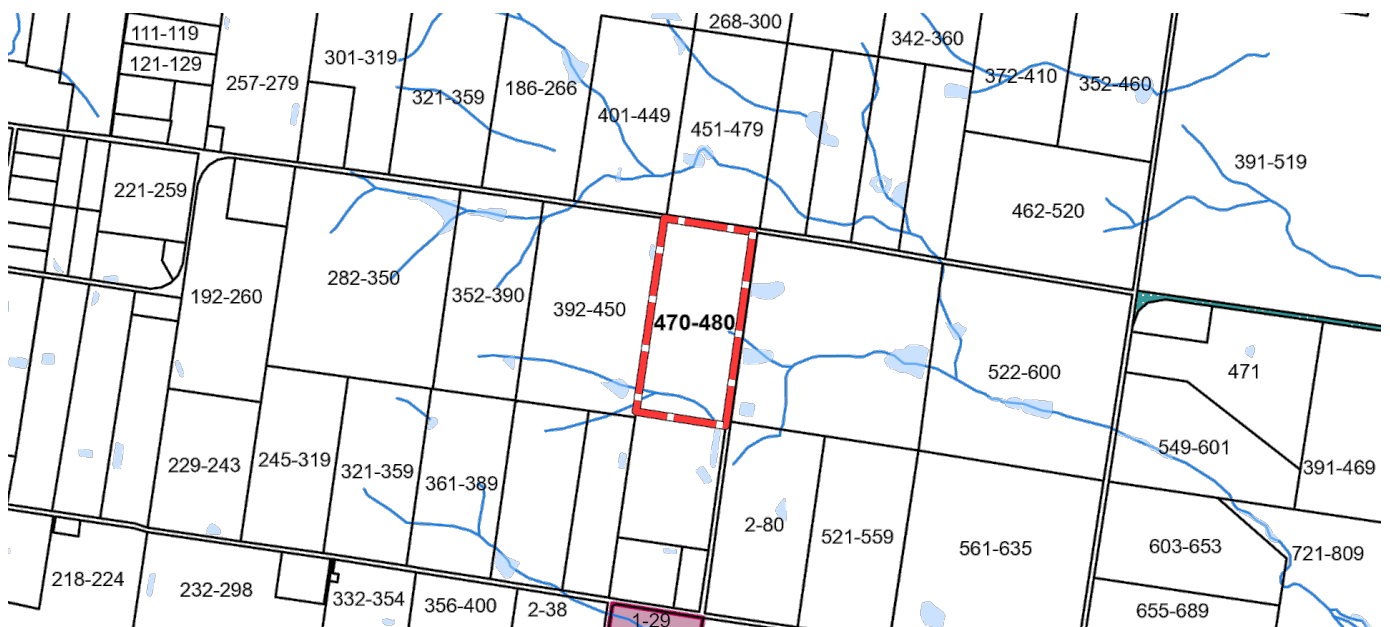
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### HERITAGE OVERLAY (HO)

#### VEGETATION PROTECTION OVERLAY (VPO)



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

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# PLANNING PROPERTY REPORT



## Further Planning Information

Planning scheme data last updated on 14 May 2026.

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

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.vic.gov.au/vicplan/>

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

# PLANNING PROPERTY REPORT



VICTORIA  
State  
Government

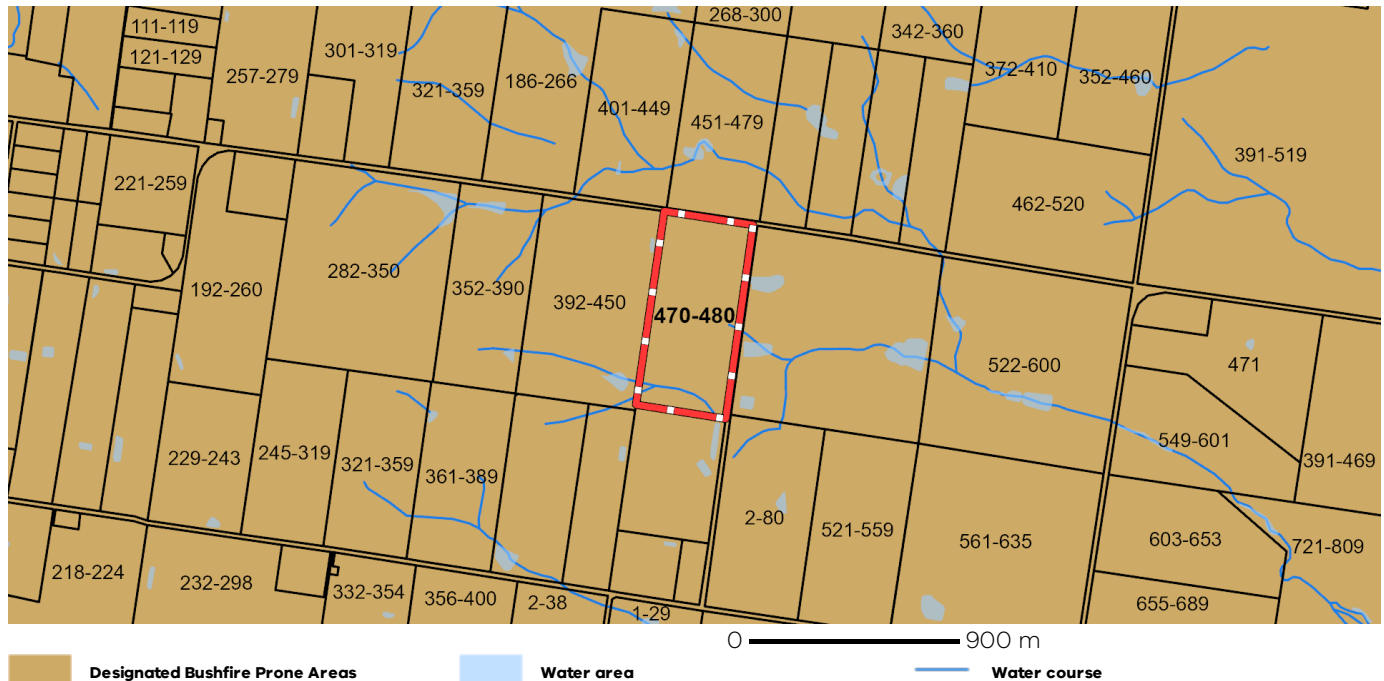
Department  
of Transport  
and Planning

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) 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.vic.gov.au/disclaimer>

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

# PROPERTY REPORT

Created at 20 May 2026 03:46 PM

## PROPERTY DETAILS

Address: **470-480 FOUNDS ROAD DRYSDALE 3222**

Lot and Plan Number: **Lot 1 TP852398**

Standard Parcel Identifier (SPI): **1\TP852398**

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

Council Property Number: **271497**

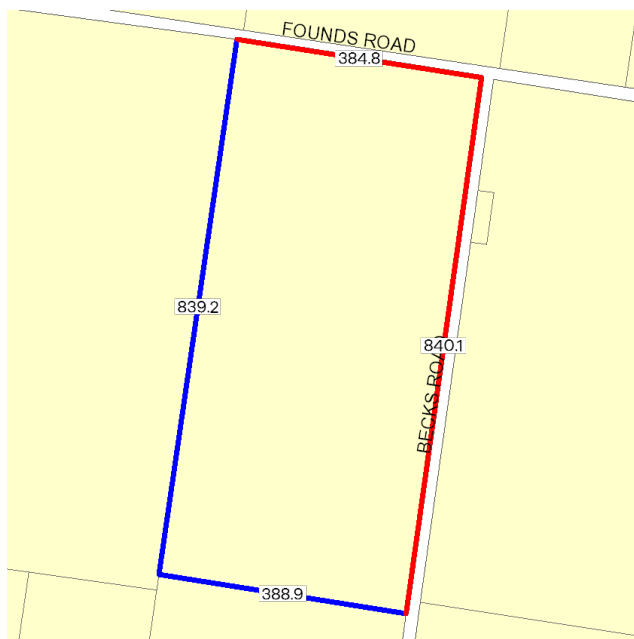
Directory Reference: **Melway 458 B8**

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

**Note:** There are 3 properties identified for this site.  
These can include units (or car spaces), shops, or part or whole floors of a building.  
Dimensions for these individual properties are generally not available.

## SITE DIMENSIONS

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



**Area:** 324785 sq. m (32.48 ha)

**Perimeter:** 2453 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](#)

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

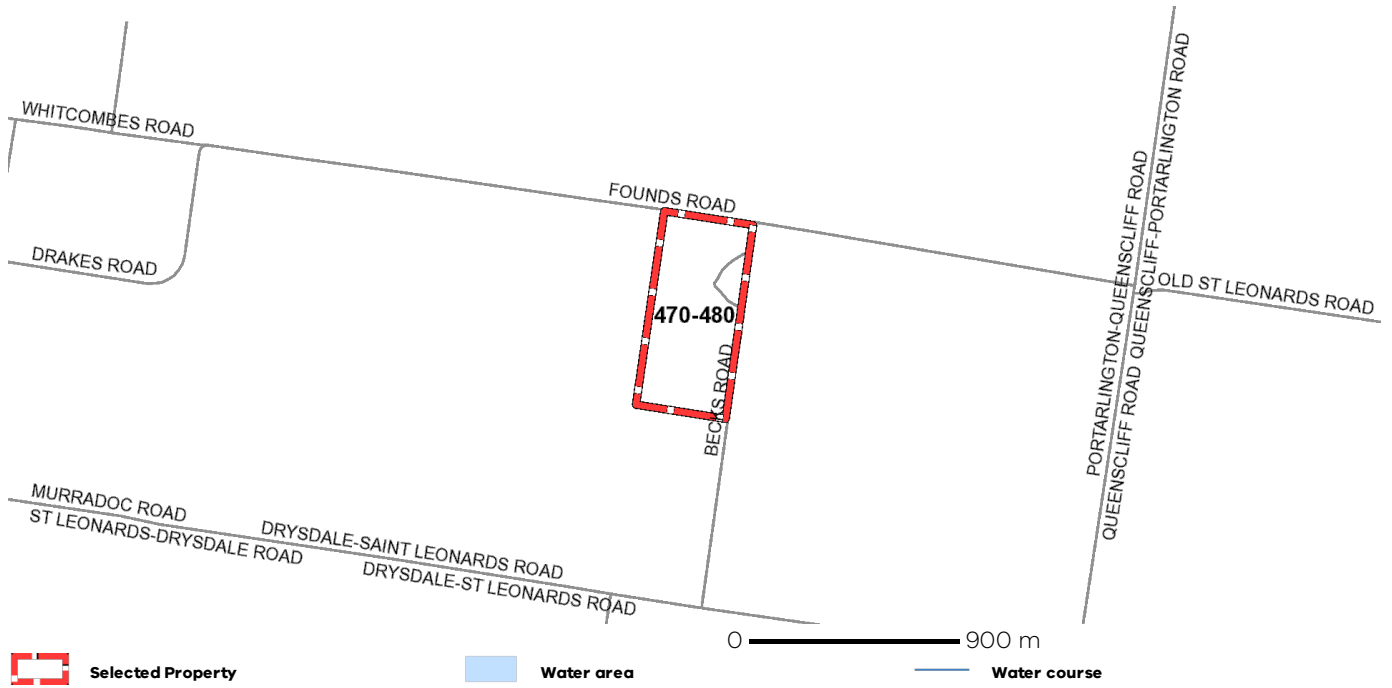
**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## Area Map



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 20 May 2026 03:44 PM

## PROPERTY DETAILS

Address: **105 BECKS ROAD DRYSDALE 3222**  
 Lot and Plan Number: **Lot 1 TP852398**  
 Standard Parcel Identifier (SPI): **1\TP852398**  
 Local Government Area (Council): **GREATER GEELONG**  
 Council Property Number: **361629**  
 Planning Scheme: **Greater Geelong**  
 Directory Reference: **Melway 458 B9**

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

[Planning Scheme - Greater Geelong](#)

## UTILITIES

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

## STATE ELECTORATES

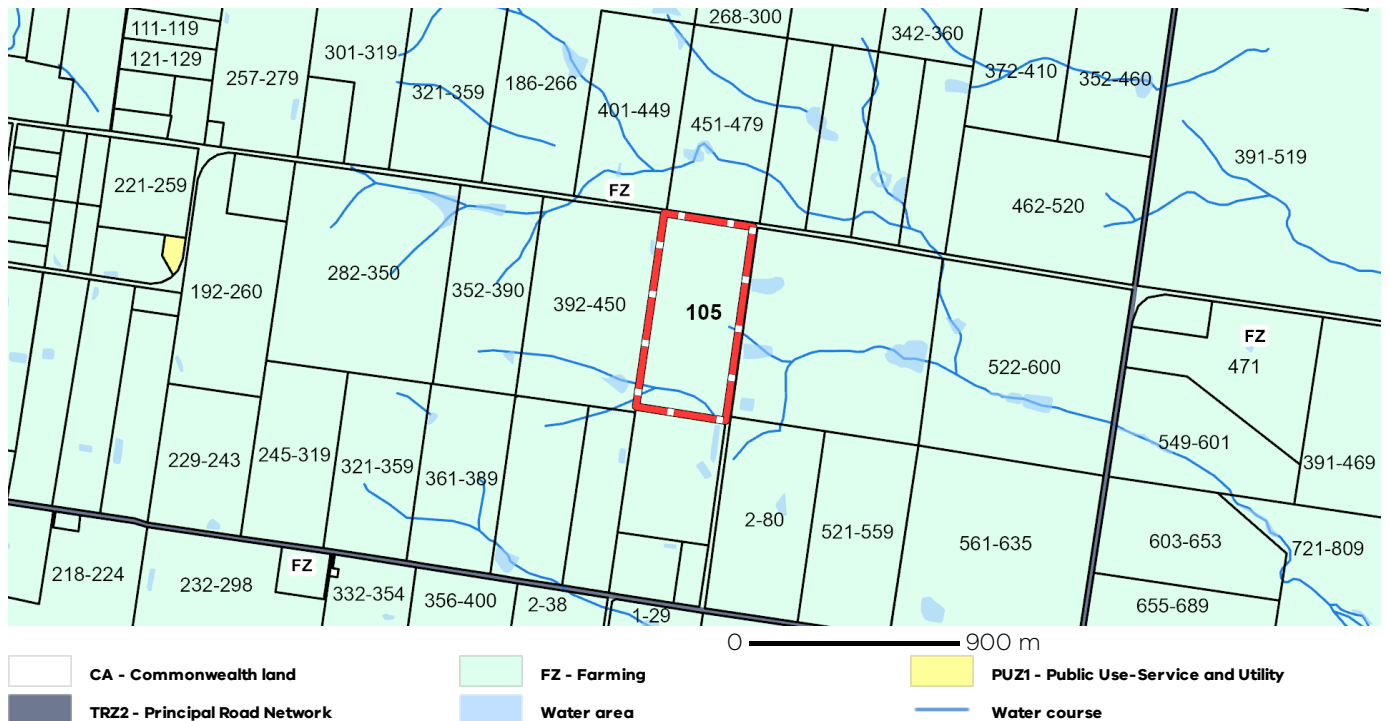
Legislative Council: **WESTERN VICTORIA**  
 Legislative Assembly: **BELLARINE**  
 Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**  
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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



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

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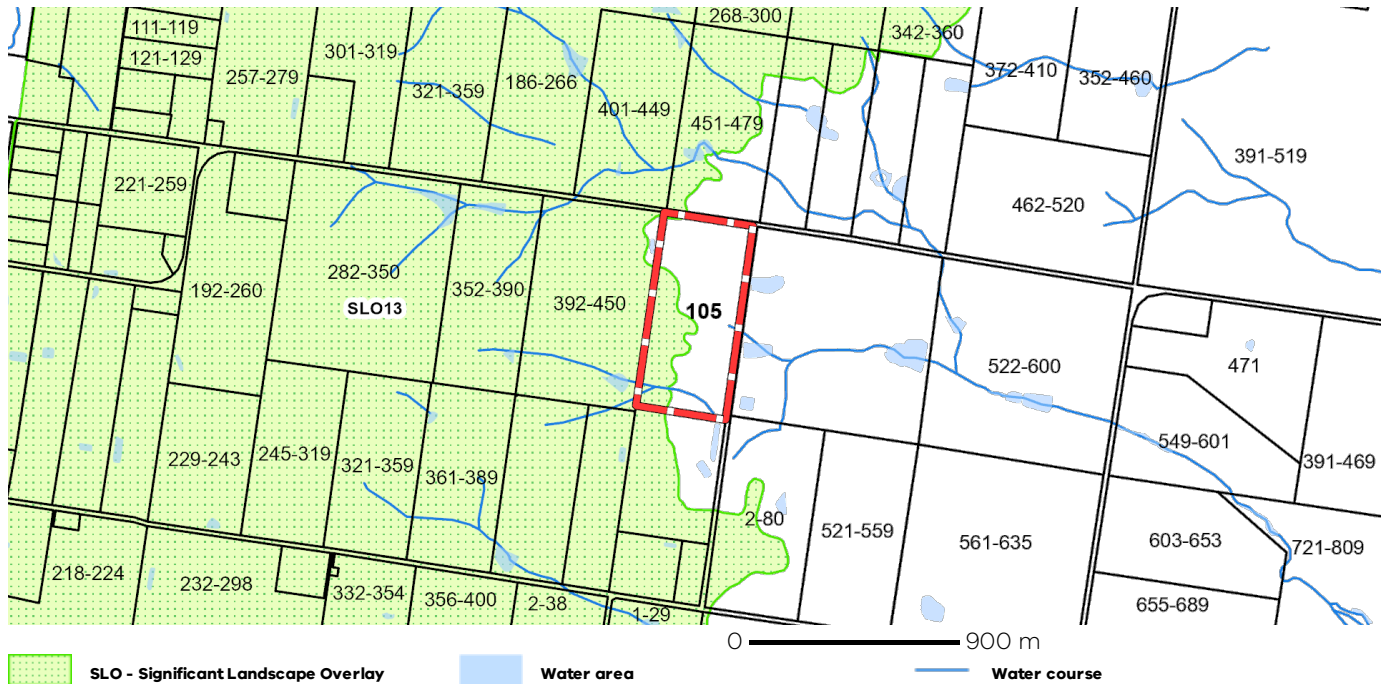
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

# PLANNING PROPERTY REPORT

## Planning Overlays

### SIGNIFICANT LANDSCAPE OVERLAY (SLO)

#### SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 13 (SLO13)



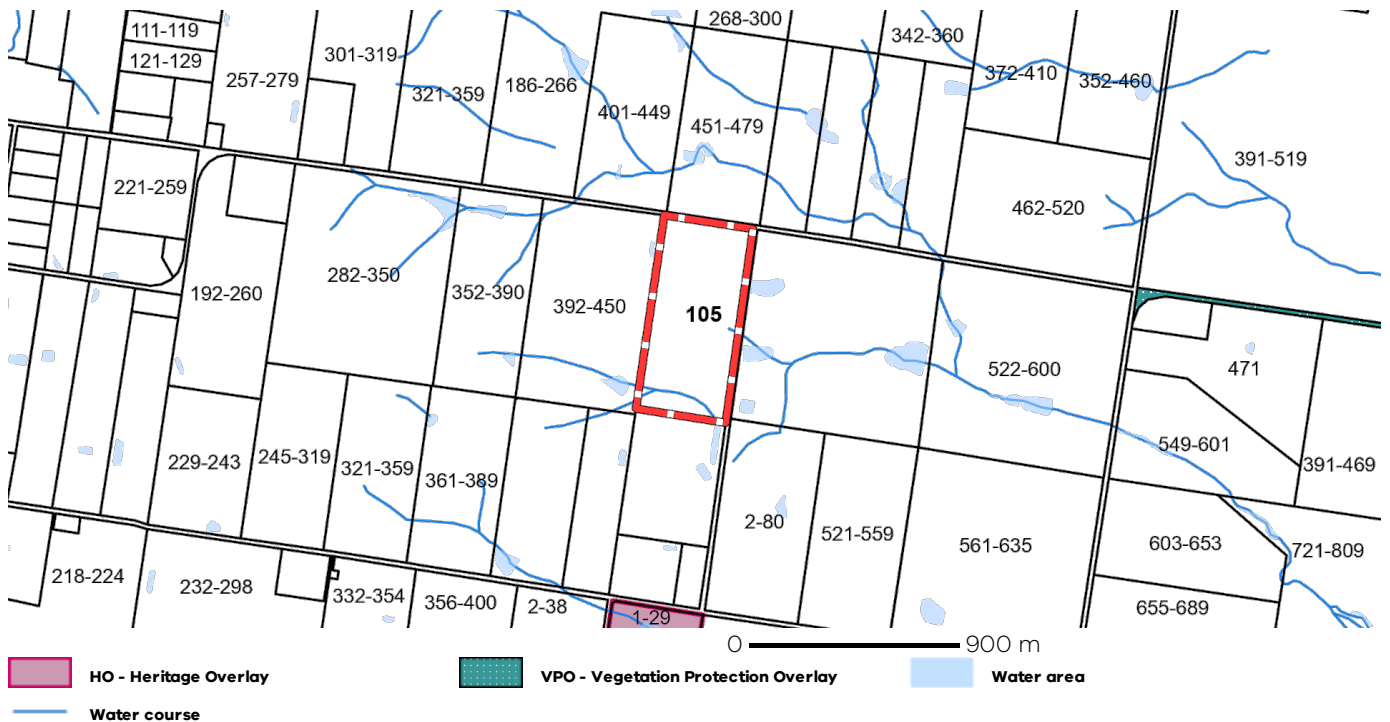
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### HERITAGE OVERLAY (HO)

#### VEGETATION PROTECTION OVERLAY (VPO)



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

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# PLANNING PROPERTY REPORT



## Further Planning Information

Planning scheme data last updated on 14 May 2026.

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

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

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

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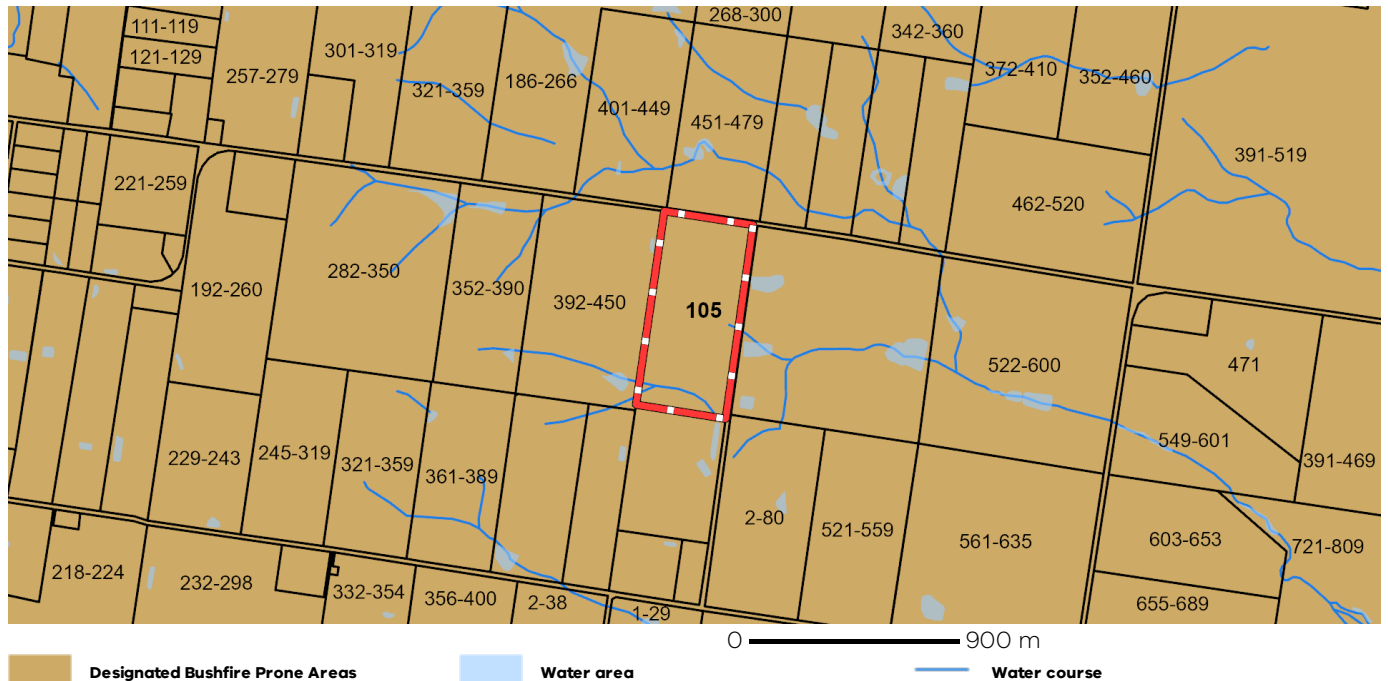
# PLANNING PROPERTY REPORT

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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# PROPERTY REPORT

Created at 20 May 2026 03:44 PM

## PROPERTY DETAILS

Address: **105 BECKS ROAD DRYSDALE 3222**

Lot and Plan Number: **Lot 1 TP852398**

Standard Parcel Identifier (SPI): **1\TP852398**

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

Council Property Number: **361629**

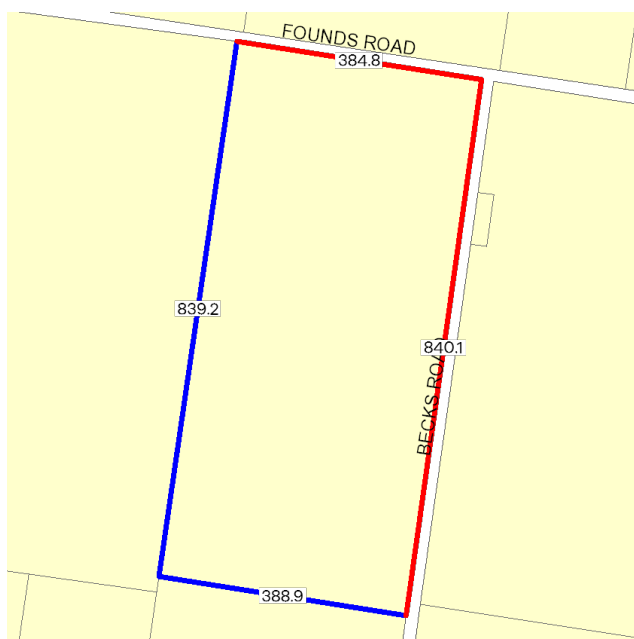
Directory Reference: **Melway 458 B9**

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

**Note:** There are 3 properties identified for this site.  
These can include units (or car spaces), shops, or part or whole floors of a building.  
Dimensions for these individual properties are generally not available.

## SITE DIMENSIONS

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



**Area:** 324785 sq. m (32.48 ha)

**Perimeter:** 2453 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.

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# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## Area Map



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 20 May 2026 03:43 PM

## PROPERTY DETAILS

Address: **452-460 FOUNDS ROAD DRYSDALE 3222**  
 Lot and Plan Number: **Lot 1 TP852398**  
 Standard Parcel Identifier (SPI): **1\TP852398**  
 Local Government Area (Council): **GREATER GEELONG**  
 Council Property Number: **271496**  
 Planning Scheme: **Greater Geelong**  
 Directory Reference: **Melway 458 B8**

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

[Planning Scheme - Greater Geelong](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
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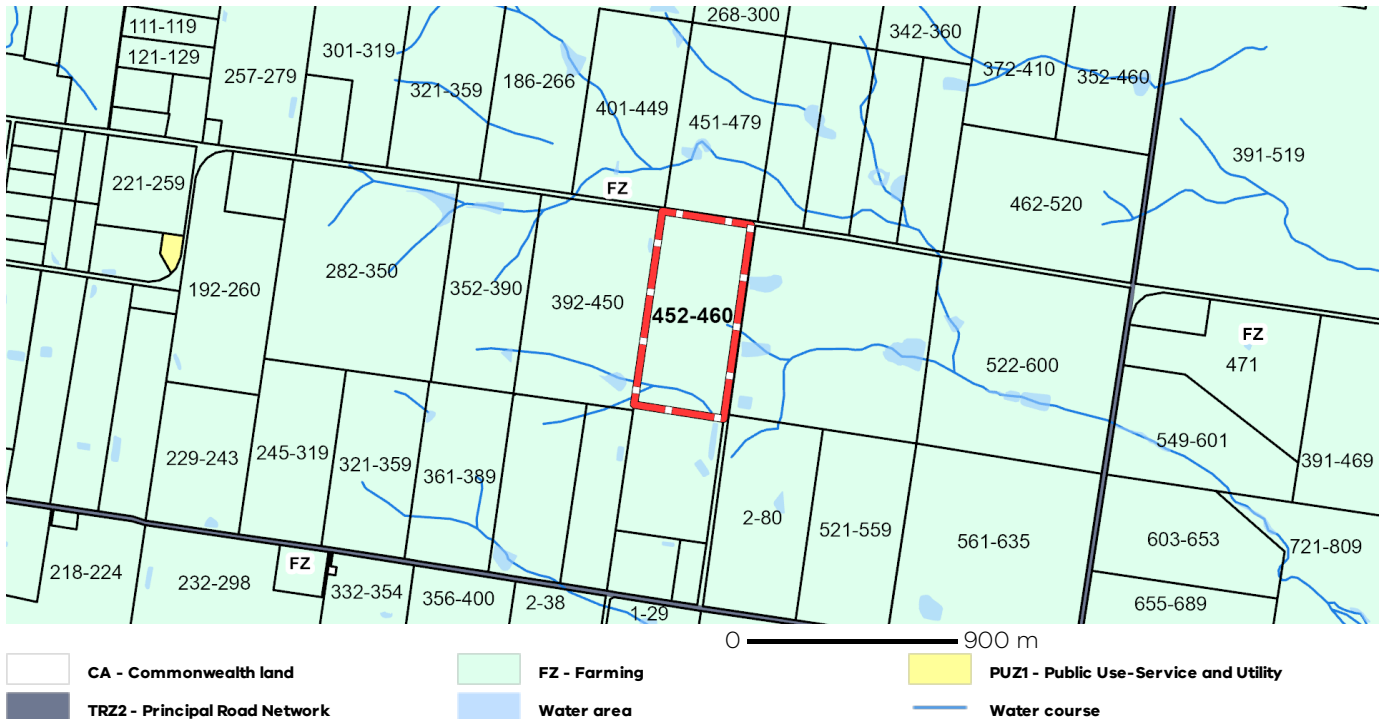
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 Legislative Assembly: **BELLARINE**  
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[View location in VicPlan](#)

## Planning Zones

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

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



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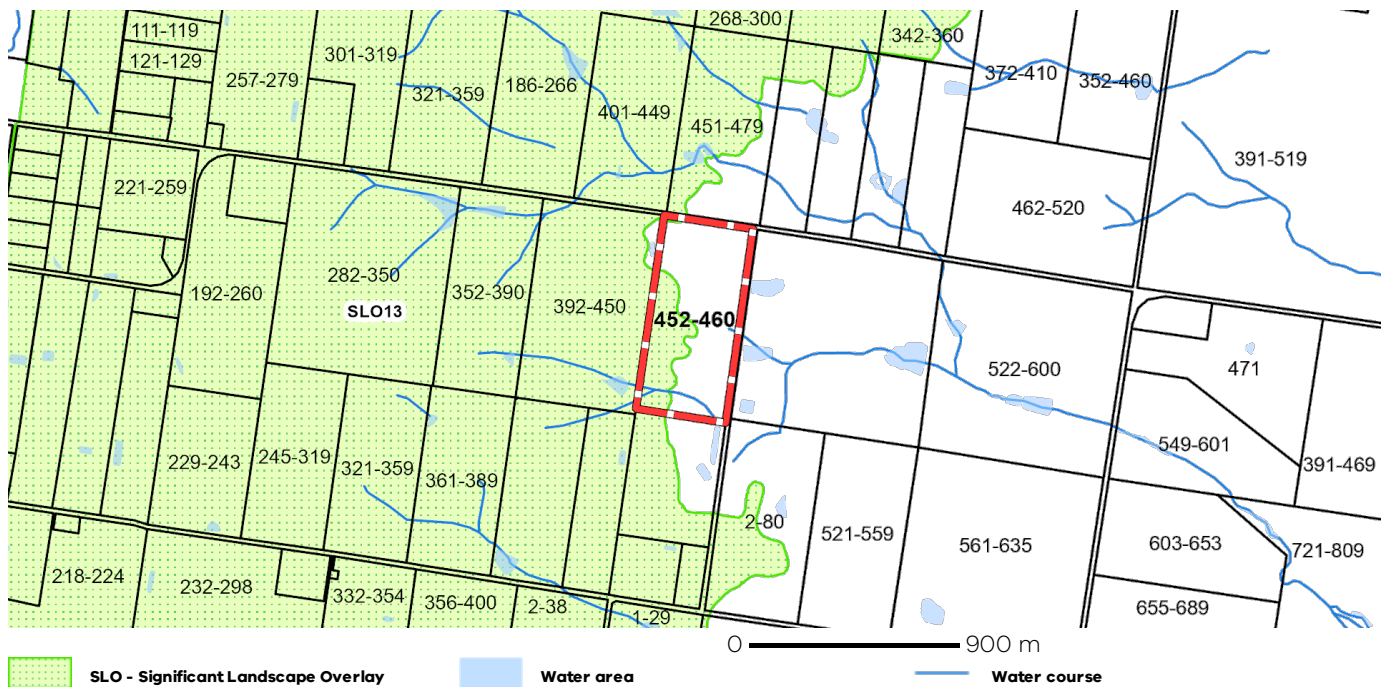
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# PLANNING PROPERTY REPORT

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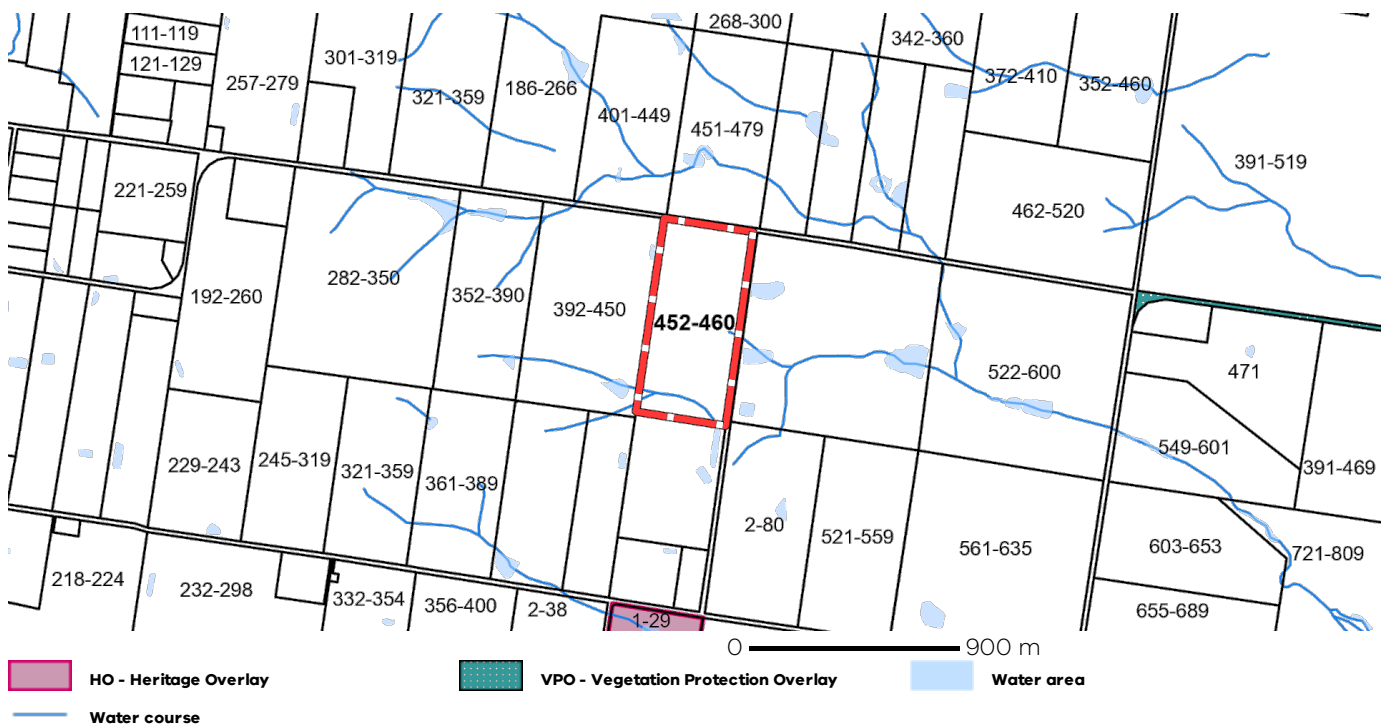
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# PLANNING PROPERTY REPORT



VICTORIA  
State  
Government

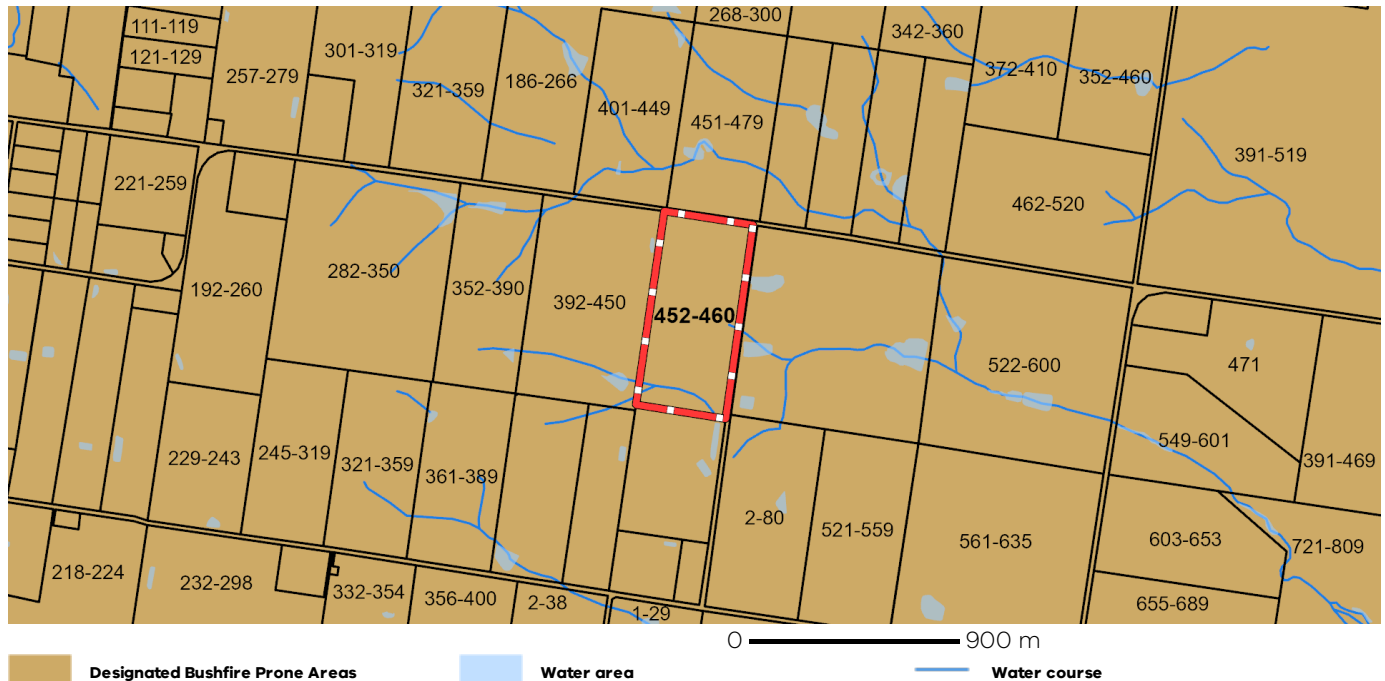
Department  
of Transport  
and Planning

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# PROPERTY REPORT

Created at 20 May 2026 03:43 PM

## PROPERTY DETAILS

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Lot and Plan Number: **Lot 1 TP852398**

Standard Parcel Identifier (SPI): **1\TP852398**

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Council Property Number: **271496**

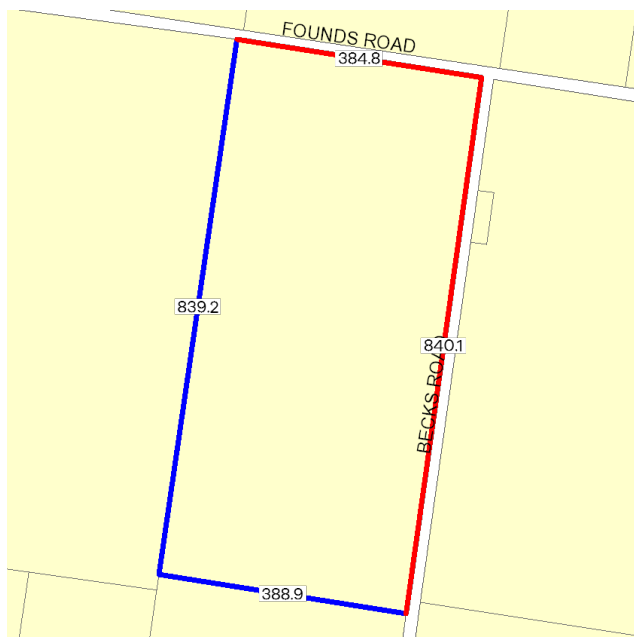
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**Area:** 324785 sq. m (32.48 ha)

**Perimeter:** 2453 m

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- Road frontages

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Melbourne Water: **Outside drainage boundary**

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# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## Area Map



## CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272  
 PO Box 104, Geelong VIC 3220 E: [contactus@geelongcity.vic.gov.au](mailto:contactus@geelongcity.vic.gov.au)  
[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

**2025-2026 LAND INFORMATION CERTIFICATE**

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **20-May-2026**Certificate No: **247426**

Applicants Ref:

**8726 NICKELSON:225253***Assessment Number:* **56336**

Property Address: **452-460 Founds Road, DRYSDALE VIC 3222**  
 Property Description: **Farmed Area - Share of 307600m2 Lot 1 TP 852398**  
 AVPCC / Land Use: **530 - Mixed farming and grazing-Normally more than 20Ha**

Applicant:

**Public**  
**City Hall**  
**30 Gheringhap Street**  
**GEELONG VIC 3220**

Operative Valuation Date:	<b>01-Jul-2025</b>
Level of Valuation Date:	<b>01-Jan-2025</b>
Capital Improved Value:	<b>790,000</b>
Site Value:	<b>790,000</b>
Net Annual Value:	<b>39,500</b>

**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 **01/07/2025 to 30/06/2026**. Lump sum payment – due by **15/02/2026** or by instalment **30/09/2025, 30/11/2025, 28/02/2026** and **31/05/2026**. 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 is not involved in the settlement process. On request any overpayment of rates at settlement will be refunded to the payee.**

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

(ie. **18-Aug-2026**) 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](mailto:transfers@geelongcity.vic.gov.au)

**2025-2026 LAND INFORMATION CERTIFICATE (cont.)**

In accordance with Section 121 of the  
Local Government Act 2020

Date of Issue: **20-May-2026**

eService

Certificate No: **247426**

Property Address: **452-460 Founds Road, DRYSDALE VIC 3222**

Assessment Number: **56336.1**

	<u>Rate, Charges &amp; Other Monies</u>	<u>Amount \$</u>
<b>Arrears:</b>	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
<b>Current:</b>	General Rates	799.45
	State Government Levies	501.70
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	-319.78
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
<b>Other:</b>	Special Charges ( <i>subject to Final Costs</i> )	0.00
	Sundry Charges	0.00
<b>Payment:</b>	Amount Received	-981.37
	Overpayment	0.00
	<b>All Overdue amounts should be paid at settlement.</b> The purchaser is liable for all outstanding rates and charges after transfer and settlement.	<b>0.00</b>
	<b>Total Due:</b>	<b>0.00</b>

**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 and 2020, Local Laws or any other legislation.



**Authorised Officer**



**Reference: 100000563361**

Payment via internet or phone banking,  
from your cheque or savings account.

## CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272  
 PO Box 104, Geelong VIC 3220 E: [contactus@geelongcity.vic.gov.au](mailto:contactus@geelongcity.vic.gov.au)  
[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

**2025-2026 LAND INFORMATION CERTIFICATE**

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **20-May-2026**

Certificate No: **247419**

Applicants Ref:

**8726 NICKELSON:225253**

*Assessment Number:* **920419**

Property Address: **105 Becks Road, DRYSDALE VIC 3222**  
 Property Description: **1/3 Share of 307600m2Lot 1 TP 852398**  
 AVPCC / Land Use: **633 - Refuse Recycling**

Applicant:

**Public**  
**City Hall**  
**30 Gheringhap Street**  
**GEELONG VIC 3220**

Operative Valuation Date:	<b>01-Jul-2025</b>
Level of Valuation Date:	<b>01-Jan-2025</b>
Capital Improved Value:	<b>80,000</b>
Site Value:	<b>60,000</b>
Net Annual Value:	<b>4,000</b>

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.

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

- ◆ The **current rating year** is for the period **01/07/2025** to **30/06/2026**. Lump sum payment – due by **15/02/2026** or by instalment **30/09/2025**, **30/11/2025**, **28/02/2026** and **31/05/2026**. 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**.

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**2025-2026 LAND INFORMATION CERTIFICATE (cont.)**

In accordance with Section 121 of the  
Local Government Act 2020

Date of Issue: **20-May-2026**

eService

Certificate No: **247419**

Property Address: **105 Becks Road, DRYSDALE VIC 3222**

Assessment Number: **920419.9**

<u>Rate, Charges &amp; Other Monies</u>		<u>Amount \$</u>
<b>Arrears:</b>	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
<b>Current:</b>	General Rates	298.20
	State Government Levies	381.40
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	0.00
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
<b>Other:</b>	Special Charges ( <i>subject to Final Costs</i> )	0.00
	Sundry Charges	0.00
<b>Payment:</b>	Amount Received	-679.60
	Overpayment	0.00
<b>All Overdue amounts should be paid at settlement.</b> The purchaser is liable for all outstanding rates and charges after transfer and settlement.		
<b>Total Due:</b>		<b>0.00</b>

**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:** This title has other rateable occupancies associated with it.

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 and 2020, Local Laws or any other legislation.



**Authorised Officer**



**Bill Code: 17475**

**Reference: 100009204199**

Payment via internet or phone banking,  
from your cheque or savings account.

# Environmental Priority Sites Certificate



## Property inquiry details

Property address	452-460 FOUNDS ROAD DRYSDALE
Application Certificate ID	80608380-026-7
Date of search	20/05/2026
First Parcel	1\TP852398
Sites returned	0

## List of sites

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

# Disclaimer

## Important information about this report

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

## What this report does

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

## What this report does not do

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

## Important limitations

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

## Your responsibility

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

## Liability

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

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

## Further Information

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

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

# PLANNING PERMIT

Permit No. 473/2002  
 Planning Scheme Greater Geelong Planning Scheme  
 Responsible Authority Greater Geelong City Council

ADDRESS OF THE LAND 452-460 FOUNDS ROAD, DRYSDALE

THE PERMIT ALLOWS MATERIAL RECOVERY & RECYCLING FACILITY  
 IN ACCORDANCE WITH THE ENDORSED PLANS

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the development starts plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale of 1:100 with dimensions and two copies must be provided. The plans must show the following:
  - a) Internal layout of all buildings on the site.
  - b) Elevations of all buildings on the site.
  - c) Construction materials and colours of all buildings on the site.
  - d) Location of the water storage tanks required by the Country Fire Authority
  - e) the landscaping of the site;
  
2. Before the use starts, a site management plan for the management and operation of the use must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The use must at all times be conducted in accordance with the endorsed site management plan. The site management plan must be generally in accordance with the plan which accompanied the permit application but include:
  - a) the design and operation of the site drainage system, in particular the interception and treatment of contaminated run off;
  - b) the design and operation of dust suppression measures;
  - c) noise limits generally and the days and hours during which particularly noisy operations should occur;
  - d) the hours and days of use;
  - e) any other matter relevant to the operation of use in relation to the amenity of the locality and the impact on the environment, and
  - f) provision for the review and revision of the site management plan from time to time, to the satisfaction of the Responsible Authority.

Date Issued: 10 November 2003

Signature of the  
Responsible Authority: \_\_\_\_\_

Form



PO BOX 104  
GEELONG 3220 AUSTRALIA  
DX 22063 GEELONG

TELEPHONE 03 5227 0270  
FACSIMILE 03 5227 0277  
www.geelongaustralia.com.au

Lemarlea Pty Ltd  
6 Cypress Crescent  
LEOPOLD VIC 3224

18 May 2006

PI: 271496  
PG: 260/2006  
Our Ref:  
Your Ref:

Dear Sir

**Re: Planning General Application No.: 260/2006**  
**Address: 452-460 Founds Road, Drysdale**  
**Proposal: Request for information**

I refer to the above property and your request for a certificate of compliance for the development of a materials recovery and recycling centre.

Please find enclosed the certificate of compliance issued on 18<sup>th</sup> May 2006.

If you require any further information please don't hesitate to contact Toni Sincock on 5227 0459.

Yours sincerely

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

**TERRY DEMEO**  
**STATUTORY PLANNING CO-ORDINATOR**

**STATUTORY PLANNING**  
**131 MYERS STREET, GEELONG**

*Planning and Environment Regulations 1998*  
S.R. No. 8/1998

Form 9

CERTIFICATE OF COMPLIANCE - EXISTING USE OR DEVELOPMENT

<b>Certificate No.</b>	260/2006
<b>Planning Scheme:</b>	Greater Geelong Planning Scheme
<b>Responsible Authority:</b>	City of Greater Geelong
<b>ADDRESS OF THE LAND:</b>	452-460 Founds Road, Drysdale
<b>THE CERTIFICATE REFERS TO:</b>	Development of the land for the purpose of a materials recovery and recycling centre pursuant to Planning Permit 473/2002 and the plans endorsed 29 <sup>th</sup> October 2004 and 8 <sup>th</sup> January 2004.

This Certificate is issued in accordance with Section 97N (1) (a) of the **Planning and Environment Act 1987**. The development existing on the land referred to in this Certificate complies with the requirements of the planning scheme at the date of this Certificate.

Date Issued :  
18-May-2006

Signature for the Responsible Authority:



**IMPORTANT INFORMATION ABOUT THIS CERTIFICATE**

**WHAT IS THIS CERTIFICATE?**

The Responsible Authority has issued this Certificate in respect to the use and development existing on the subject land and referred to in the Certificate.

**EFFECT OF CERTIFICATE**

A Certificate is a statement about the effect of the planning scheme on the use or development on the land on the day it was issued.

# PLANNING PERMIT

Permit No. 296/1992  
 Planning Scheme Greater Geelong Planning Scheme  
 Responsible Authority Greater Geelong City Council

ADDRESS OF THE LAND 452-480 FOUNDS ROAD, DRYSDALE VIC 3222

THE PERMIT ALLOWS THE USE AND DEVELOPMENT OF THE LAND FOR THE PURPOSE OF AN EXTRACTIVE INDUSTRY GENERALLY IN ACCORDANCE WITH THE ENDORSED PLANS

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

1. This permit shall have no force or effect until such time as the area of private road identified on the plan submitted is officially closed to the satisfaction of the Director of Engineering.
2. The layout of the site and the size of the proposed works shall be in accordance with the plan submitted with the application, which when endorsed by the Responsible Authority, shall form part of this permit. The endorsed plan shall not be altered or modified (whether or not to comply with any Statute, Statutory Rule or By-Law or for any other reason) without the consent of the Director of Planning and Development.
3. The extraction of basalt hereby permitted shall be carried out strictly in accordance with the conditions contained in this permit, the attached endorsed plan and Extractive Industry Licence No. 1431.
4. No extraction shall take place and no plant or product stockpiles are to be located within 20 metres of the northern and southern licence boundary, except that common boundaries with land held under other Extractive Industry Licences may be worked.
5. Unless otherwise authorised in writing by an Inspector in consultation with the City Engineer, no operations except for essential plant maintenance shall take place outside the hours of 6.00 a.m. to 6.00 p.m. Monday to Saturday inclusive or on a Sunday or Public Holiday.
6. No extraction is to take place outside the boundary of the pegged area.
7. Access tracks are to be maintained to the satisfaction of the Town Planning Manager and are to be left in a condition not conducive to erosion.
8. Soil must not be extracted on days which weather conditions may cause wind erosion.
9. The use authorised by this permit shall, after commencement, be continued to the satisfaction of the Responsible Authority.

Date Issued: 7 June 1993

Signature of the  
Responsible Authority: \_\_\_\_\_

**CONDITIONS OF PLANNING PERMIT 296/1992 CONTINUED**

- 10. No prejudicial affection or injury is caused to the amenity of the neighbourhood including, and without limiting the generality of the foregoing, injury or prejudicial affection due to appearance or the emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, grit, oil, waste water, waste products or otherwise.
- 11. The operator of this permit shall ensure that all persons removing materials from the site area aware of and abide by the conditions on this permit and Extractive Industry Licence No. 1431.
- 12. The time for commencement of the development hereby permitted is specified as two years from the date hereof, and the time for completion of the development is specified as the 1<sup>st</sup> November, 2000 provided, however, before the permit expires or within 3 months thereafter, the owner or occupier of the land to which the permit applies may apply in writing to the Responsible Authority for an extension of time pursuant to Section 69(1) of the Planning and Environment Act, 1987.

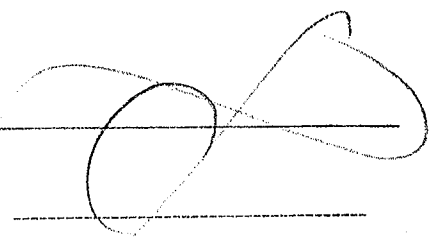
**THIS PERMIT HAS BEEN EXTENDED AS FOLLOWS:**

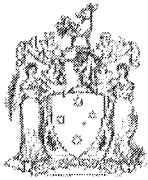
Date	Brief Description
5 January 2001	Planning Permit 296/1992 was extended by the City of Greater Geelong for a further fifteen (15) years as of the 5 <sup>th</sup> January, 2001. This Permit shall expire on the 1 <sup>st</sup> November, 2015.
19 November 2015	Planning Permit 296/1992 was extended by the City of Greater Geelong. The development must now commence by 1 November 2015 and be completed by 1 November 2025.

Date Issued: 7 June 1993

Planning and Environment Amendment Regulations 2013

Signature of the Responsible Authority: \_\_\_\_\_





Department of Energy, Environment  
and Climate Action

14 October 2025

John Nickelson  
c/o Mr. John Nickelson  
7 REEDY LAKES COURT  
LEOPOLD VICTORIA 3224

PO Box 500  
East Melbourne VIC 8002  
Telephone: 136 186  
www.resources.vic.gov.au

Dear Mr. Nickelson

**RETURN OF REHABILITATION BOND FOR WA363**

<b>Bank Guarantee reference:</b>	9 September 2009
<b>On Behalf of:</b>	LEMARLEA PTY LTD
<b>Work Authority:</b>	WA363
<b>Favouree/Beneficiary:</b>	Minister for Energy and Resources
<b>Issued by:</b>	Commonwealth Bank Australia
<b>Amount:</b>	\$50,000
<b>Date:</b>	9 September 2009

I write in reference to the above bank guarantee, which is being returned in accordance with section 82(1) of the *Mineral Resources (Sustainable Development) Act 1990*.

The rehabilitation bond is being returned as the Work Authority has been surrendered and the rehabilitation works have been completed to a satisfactory level.

Accordingly, the above mentioned bank guarantee may now be cancelled and the above bank is released from any further liability in relation to this guarantee.

Should you require any further information on the above matter please contact me by email at [rlab@deeca.vic.gov.au](mailto:rlab@deeca.vic.gov.au).

Yours sincerely

**Bessie Abbott**

A/ Assistant Director, Rehabilitation Liability Assessments & Bonds  
Resources Victoria - Regulatory Operations

Enclosures:

Original Bank Guarantee

OFFICIAL



## **COMMERCIAL SUBLICENCE**

---

**Le Mar Lea Pty Ltd (ACN 007 006 911) (Head Licensor)**

and

**Craig Valentine ATF Valentine Business Trust (ABN 98 387 312 042) (Licensor)**

and

**Jamie Kennett ATF B & J Kennett Family Trust (ABN 22 454 683 547) (Licensee)**

## Contents

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## Reference Schedule

No.	Item	Content
Item 1	Parties	<p><b>Head Licensor:</b> Le Mar Lea Pty Ltd (ACN 007 006 911)  <b>Address:</b> 7 Reedy Lakes Court, Leopold, Victoria, 3224  <b>Email:</b> jjnaem@yahoo.com.au</p> <p><b>Licensor:</b> Craig Valentine ATF Valentine Business Trust (ABN 98 387 312 042)  <b>Address:</b> 54 Second Avenue, Palm Beach, Queensland, 4221,  <b>Email:</b> cvalentine68@gmail.com</p> <p><b>Licensee:</b> Jamie Kennett ATF B &amp; J Kennett Family Trust (ABN 22 454 683 547)  <b>Address:</b> 145 Victoria Street, North Geelong, Victoria, 3215  <b>Email:</b> jamie@wat-erblast.com.au</p>
Item 2	Premises:	452-460 Founds Road, Drysdale VIC 3222
Item 3	Commencement Date:	The "Completion Date" as defined in the Business Sale Agreement between the Licensor and Licensee and dated on or about the date of this Sublicence.
Item 4	Expiry Date:	14 May 2027
Item 5	Term:	From the Commencement date until the Expiry Date.
Item 6	Rent:	The rent (and any other amounts) payable by the Licensor under the Head Licence.

# 1 Definitions and Interpretation

## 1.1 Definitions

In this Sublicence, unless the context otherwise requires, all capitalised terms not defined herein have the meaning given to them in the Head Licence and:

**Business Day** means any day except a bank or public holiday in the State or a Saturday or a Sunday.

**Commencement Date** means the commencing date in Item 3.

**Expiry Date** means the expiry date specified in Item 4 or the end of any period of holding over under clause 16 of the Head Licence, as appropriate.

**Head Licensor** means Le Mar Lea Pty Ltd (ACN 007 006 911).

**Head Licence** means the licence of the Premises attached to this Sublicence as Annexure A.

**Item** means an item in the Reference Schedule of this Sublicence.

**Party** means a party to this Sublicence.

**Premises** means the premises described in Item 2.

**Reference Schedule** means the part of this Sublicence described as 'Reference Schedule'.

**Rent** means the yearly amount in Item 6 as varied under this Sublicence.

**State** means the Australian state or territory in which the Premises is situated.

**Sublicence** means this sublicence and all schedules, annexures and attachments included in this Deed.

**Subleased Premises** means the subleased premises described in item 2, being part or whole of the Premises being sublet by the Licensor to the Licensee pursuant to this Sublicence.

**Term** means the period stated in Item 5, being the period from and including the Commencement Date to and including the Expiry Date and any period of holding over (as applicable).

## 1.2 Paramountcy as between Licensor and Licensee

If there is any inconsistency between this Sublicence and:

- (a) the Head Licence; or
- (b) any other document or arrangement between the Licensor and the Head Licensor,

this Sublicence prevails as between the Licensor and the Licensee.

# 2 Grant of Sublicence

## 2.1 Term of Sublicence

Subject to the provisions of this Sublicence, this Sublicence Term commences on the Commencement Date and ends on the Expiry Date.

# 3 Rent

### **3.1 Payment of Rent**

The Licensee must pay the Rent to the Licensor or as otherwise directed in writing by the Licensor. The Licensee must pay the first instalment of Rent on the Commencement Date.

## **4 Licensee's Obligations and Covenants**

### **4.1 Obligations**

- (a) The Licensee must observe and perform all of the Licensor's obligations under the Head Licence as if the Licensee were named as the licensee under the Head Licence, including but not limited to:
- (1) compliance with Planning Permit No. 473-2002;
  - (2) maintenance of public liability insurance of not less than twenty \$20 million dollars noting the interests of the Head Licensor and John Charles Nickelson as executor of Estate of C.J. Nickelson (deceased);
  - (3) clearing concrete and rubble off site annually;
  - (4) compliance with the site management plan including entry and departure times;
  - (5) payment for telephone, power and gas services; and
  - (6) delivery up of the Premises clean of all materials, chattels and equipment at the end of the Term.
- (b) The Licensee indemnifies and must keep indemnified the Licensor against all costs, losses, damages, expenses and liabilities arising from any breach by the Licensee of the Licensor's obligations under the Head Licence and this Sublicence.

### **4.2 Release**

The Licensee occupies the Subleased Premises at its own risk, and releases the Licensor from any claim in respect of loss or damage to property, or injury or death to any person in the Subleased Premises (except to the extent such loss is caused by the negligence of the Licensor).

### **4.3 Licensee's rights**

Subject to the Licensee complying with the terms this Sublicence, the Licensee is entitled to exercise and enjoy all of the rights and benefits granted to the Licensor under the Head Licence in respect of the Subleased Premises during the Term.

### **4.4 No Dealing**

The Licensee must not assign, sublicense, transfer or otherwise deal with this Sublicence or any interest under it, or allow any other person to occupy the Subleased Premises, unless agreed in writing by the Parties.

## **5 Termination of Head Licence**

If:

- (a) the Head Licence terminates for any reason, this Sublicence will automatically terminate 1 day prior to the termination of the Head Licence, without notice to the Licensee; and
- (b) the Head Licence is validly terminated in accordance with the terms of the Head Licence:
  - (1) the Head Licensor will, if entitled under the Head Licence, be entitled to enter into possession of the Premises;
  - (2) the Licensee will have no claim whatsoever against the Licensor or the Head Licensor in respect of such termination and entry into possession and releases the Licensor to the fullest extent permitted by law; and
  - (3) the Licensee must not impede the exercise by the Head Licensor of any of the Head Licensor's rights powers and remedies contained or implied in the Head Licence or granted by law.

## **6 Termination of Sublicence**

### **6.1 Default**

It is a default under this Sublicence if:

- (a) the Rent or any GST on any part of them is not paid on time;
- (b) any other money payable by the Licensee under this Sublicence is not paid within 14 days after the Licensor asks the Licensee to pay it;
- (c) the Licensee does not comply with any other obligation under this Sublicence and, if the failure to comply can be remedied, it is not remedied within a reasonable time after the Licensor asks the Licensee to remedy it;
- (d) the Licensee is insolvent; or
- (e) the Licensee repudiates this Sublicence.

### **6.2 Termination of Sublicence**

If the Licensee defaults, the Licensor may:

- (a) (unless prior demand or notice is required by Law or under this Sublicence) without any prior demand or notice, re-enter and take possession of the Subleased Premises (by force if necessary) and eject the Licensee and all other persons and repossess the Subleased Premises and terminate this Sublicence;
- (b) by notice to the Licensee, terminate this Sublicence as from the date of giving that notice; or
- (c) by notice to the Licensee, convert the unexpired portion of the Term into a monthly tenancy and this Sublicence is terminated from the date of giving that notice.

A notice under this Sublicence may be given by email to the email address in the Reference Schedule and is deemed received when sent.

### **6.3 Licensors may rectify**

The Licensor may, any time and without notice, remedy a default by the Licensee. The Licensee must pay all reasonable costs incurred by the Licensor (including legal costs) in remedying a default.

### **6.4 Damages**

If this Sublicence is lawfully terminated by the Licensor:

- (a) the Licensee indemnifies the Licensor for any claim in connection with any default giving rise to the termination or the termination of the Sublicence; and
- (b) the Licensor may recover damages from the Licensee for the damage suffered by the Licensor for the Term.
- (c) The Licensor's right to recover damages from the Licensee or any other person is not affected or limited if:
  - (1) the Licensee abandons or vacates the Subleased Premises;
  - (2) the Licensor acting lawfully re-enters the Subleased Premises or terminates the Sublicence;
  - (3) the Licensor acting lawfully accepts the Licensee's repudiation; or
  - (4) the parties' conduct (or that of any person on their behalf) constitutes a surrender by operation of law.

## **7 General**

### **7.1 Licensee's employees**

The Licensee must ensure that the Licensee's Employees and Agents comply, if appropriate, with the Licensee's obligations under this Sublicence.

### **7.2 Severance**

If any part of this Sublicence is invalid, illegal or unenforceable, the remaining parts of this Sublicence will not be affected and will continue to be enforceable.

### **7.3 Governing law**

- (a) The law of the State and the jurisdiction of the courts of the State and of the High Court and Federal Court of Australia apply to this Sublicence.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Sublicence.

### **7.4 Waiver**

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Sublicence by any Party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or

under this Sublicence.

- (b) Any waiver or consent given by any Party under this Sublicence will only be effective and binding on that party if it is given or confirmed in writing by that Party.
- (c) No waiver of a breach of any term of this Sublicence will operate as a waiver of another breach of that term or of a breach of any other term of this Sublicence.

#### **7.5 Amendments**

This Sublicence may only be varied by a deed signed by or on behalf of each of the Parties.

#### **7.6 Electronic execution**

Where permitted by law, a party may sign this Sublicence electronically and bind itself accordingly. Each signatory confirms that their signature appearing in the Sublicence is their personal signature.

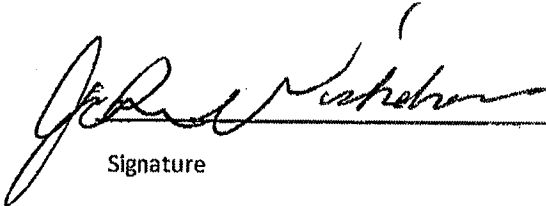
#### **7.7 Counterparts**


This Agreement may be executed in any number of counterparts that together will form one instrument.

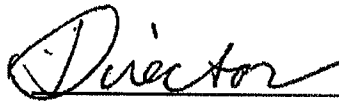
**EXECUTED** as a deed on 13 February 2026

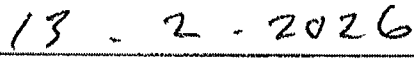
**Head Licensor**

**Executed by Le Mar Lea Pty Ltd (ACN 007 006 911)** in accordance with section 127 of the *Corporations Act 2001 (Cth)*, by its duly authorised agent:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name (Print)

  
\_\_\_\_\_  
Position (Print)

  
\_\_\_\_\_  
Date

**Licensor**

**Signed, sealed and delivered by Craig Valentine ATF Valentine Business Trust (ABN 98 387 312 042)** in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of Craig Valentine

\_\_\_\_\_  
Name of witness (Print)

\_\_\_\_\_  
Date

**EXECUTED** as a deed on 13 February 2026

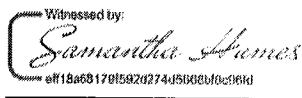
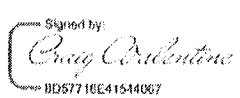
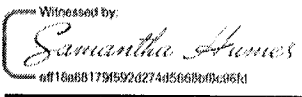
**Head Licensor**

Executed by **Le Mar Lea Pty Ltd (ACN 007 006 911)** in accordance with section 127 of the *Corporations Act 2001 (Cth)*, by its duly authorised agent:

_____ Signature	_____ Name (Print)
_____ Position (Print)	_____ Date

**Licensor**

**Signed, sealed and delivered by Craig Valentine ATF Valentine Business Trust (ABN 98 387 312 042)** in the presence of:

 Witnessed by: <i>Samantha James</i> e1f18a69179f592d274d8566bb0c06fd	 Signed by: <i>Craig Valentine</i> 0D57716E41544067
_____ Signature of witness	_____ Signature of Craig Valentine
 Witnessed by: <i>Samantha James</i> e1f18a69179f592d274d8566bb0c06fd	_____ 23/01/2026
_____ Name of witness (Print)	_____ Date

Licensee

Signed, sealed and delivered by Jamie Kennett ATF B & J Kennett Family Trust (ABN 22 454 683 547) in the presence of:

Witnessed by:  
*Emily Stephens*  
9b914b9268fa06aac0f8e057e7c67147

Signature of witness

Emily Stephens

Name of witness (Print)

Signed by:  
*Jamie Kennett*  
F33E0A9EE053FBDE

Signature of Jamie Kennett

23/01/2026

Date

## Annexure A – Head Licence

## Reference Schedule

No.	Item	Content
Item 1	Parties	<p><b>Head Licensor:</b> Le Mar Lea Pty Ltd (ACN 007 006 911)  <b>Address:</b> 7 Reedy Lakes Court, Leopold, Victoria, 3224  <b>Email:</b> jjnaem@yahoo.com.au</p> <p><b>Licensor:</b> Craig Valentine ATF Valentine Business Trust (ABN 98 387 312 042)  <b>Address:</b> 54 Second Avenue, Palm Beach, Queensland, 4221,  <b>Email:</b> cavalentine68@gmail.com</p> <p><b>Licensee:</b> Jamie Kennett ATF B &amp; J Kennett Family Trust (ABN 22 454 683 547)  <b>Address:</b> 145 Victoria Street, North Geelong, Victoria, 3215  <b>Email:</b> jamie@wat-erblast.com.au</p>
Item 2	Premises:	452-460 Founds Road, Drysdale VIC 3222
Item 3	Commencement Date:	The "Completion Date" as defined in the Business Sale Agreement between the Licensor and Licensee and dated on or about the date of this Sublicence.
Item 4	Expiry Date:	14 May 2027
Item 5	Term:	From the Commencement date until the Expiry Date.
Item 6	Rent:	<p>\$1,412.00 per month (inclusive of GST), being 50% of the total Head Licence rent of \$2,824.00 per month which is split equally between the Licensor and Jeffrey Foot (Bellarine Dial-a-Garbo) as joint licensees under the Head Licence.</p> <p>The Rent is to be reviewed in May 2026 in accordance with CPI increases set out in The rent (and any other amounts) payable by the Licensor under the Head Licence.</p>

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**From:** Will Gale <will.gale@legalvision.com.au>  
**Sent:** Wednesday, 18 February 2026 12:09 PM  
**To:** samantha@cwplawyers.com.au  
**Cc:** Matthew DeRusha <matthew.derusha@legalvision.com.au>  
**Subject:** Re: NICKLESON Sub license

Hi Samantha,

Item 6 references "the rent (and any other amounts) payable by the Licensor under the Head Licence". When read together with the Head Licence at Annexure A, this makes clear that Jamie is taking over Craig's portion of the \$2,824 per month total rent, being \$1,412 per month.

The Head Licence shows the joint licensee arrangement with Jeffrey Foot and the rent split accordingly.

Regards,  
Will

## Licence Agreement

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This Deed is made between

**LE MAR LEA PTY LTD** (ACN: 007 006 911) of 7 Reedy Lakes Court, LEOPOLD 3224 in the State of Victoria ("Licensor")

AND

**BELLARINE DIAL-A-GARBO** Jeffrey Thomas Foot, (ABN: 60 873 527 379) of 16 Ningana Court, CLIFTON SPRINGS 3222 in the State of Victoria ("Licensees")

**BELLARINE BIN HIRE** Craig Anthony Valentine, (ABN: 98 387 512 442) of 54 Second Ave, Palm Beach QLD 4221, in the State of Queensland ("Licensees")

The above Licensees are collective and severally responsible for covenants conditions and operative provisions herewith set forth. Particular but not limited to payment of rent as set out in operative provisions No. (13)

**PREMISES: 452-460 Founds Road, Drysdale VIC 3222**

**POSTAL ADDRESS: 105 Becks Road, Drysdale VIC 3222**

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### BACKGROUND

- A. The land is subject to a Planning Permit No. 473/2002 (the "Authorisations"). (Copies annexed)
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### OPERATIVE PROVISIONS

1. The Recitals form part of this Deed.
2. **Grant of Licence**
  - 2.1 The licensor grants Licence to the Licensees to recover material and recycle in accordance with Planning Permit No. 473-2002 a copy of which is annexed hereto.
  - 2.2 The term of the Licence shall be (3) years commencing 15 May 2024 and terminating at midnight 14 May 2027.
3. **Premises**
  - (a) **Land**

That part of Certificate of Title Volume 10076 Folio 914 as is depicted in the Plan annexed hereto comprising approximately five (5) acres and previously known as the "Bellarine Materials Recovery and Recycling Facility" 452-450 Founds Road, Drysdale, Vic, 3222.

**(b) Licensors installations:**

Amenities including toilet, office, lunchrooms and shedding as inspected.

**(c) Conditions and provisions:**

4. The Licensees shall be entitled to recycle and recover material subject to the conditions imposed by the Authorisations and the Licensees hereby indemnify the Licensor in respect of all costs, expenses, losses or liability of any kind including but not limited to any loss, damage or personal injury sustained by the licensees or their staff either personal or proprietary or in connection with the failure of the Licensees to comply with such conditions.
5. The Licensees shall be entitled to bring onto the land such equipment, chattels and assets as it may reasonably require for the conduct of its recycling activities and to have same remain on the property, at the risk of the Licensees, and to be removed by the Licensees upon completion of the term.
6. The Licensees acknowledges obligations to comply with all the requirements of the Authorisations, together with the restrictions and regulations of all Authorities which exercise control or have right of regulation over the Land, including but not limited to the conditions of Planning Permit No. 473-2002 at their own expense.
7. The Licensor acknowledges that he shall be responsible for payment of outgoings, other than Public Liability Insurance providing cover for both the Licensees and the Licensor for their respective interests. The provision of services to the land for telephone, power and gas shall be the responsibility of the Licensees. The Licensees on the signing of this deed and on each anniversary of the renewal of public liability insurance agree to provide a Certificate of Currency of Public Liability Insurance in respect of the Land in the sum of not less than twenty (20) million dollars for any single event acknowledging the interest of the Licensor Le Mar Lea Pty Ltd (Landlord) and as interested party John Charles Nickelson as executor of Estate of C.J. Nickelson (deceased)
8. At the expiration of the term of the Licence (unless renewed the licensees shall deliver up the site clean of all materials, chattels and equipment brought onto the site by the end of the term.
9. On each anniversary of the licence (12 months) concrete and rubble to be cleared off site.
10. Licensor reserve right of access to site for periodical maintenance.
11. The sub licensees agree to comply in all respect with site management plan a copy of which is acknowledged to have been received and read and understood by themselves and their directors including but not limited to strict compliance with entry and departing times.
12. Parties agree that rights conveyed to licensees under this agreement are not transferable to a third party.

### 13. Payment of Rent

- (a) \$33,106 per annum inclusive of GST for the first year.
- (b) 1/12 of the current year's rent plus GST is payable in advance on the 15<sup>th</sup> day of each month commencing on the 15 May 2024 to Commonwealth Bank Account Number 063-879 1010 5118.
- (c) CPI estimate only basis 3% per annum.

Year 1 \$30,096 + GST = \$33,106  
Year 2 \$30,999 + GST = \$34,099  
Year 3 \$31,929 + GST = \$35,122

Execution Page

EXECUTED AS A DEED ON

DATE: 17/5/2024

EXECUTION & ATTESTATION:

IN WITNESS OF their agreement the parties have signed their names



*John Charles Nickelson*

SIGNED SEALED AND DELIVERED by

Le Mar Lea Pty Ltd ACN 007 006 911

John Charles Nickelson - Director in the presence of

WITNESSED by: *[Signature]*

NAME:

KATE MANSON

ADDRESS:

Registrar  
Magistrates Court of Victoria

Law Courts  
Railway Terrace  
GEELONG

Executed by BELLARINE DIAL-A-GARBO (ABN: 64 623 566 171)

Proprietor Full Name: Jeffrey Thomas Foot

WITNESSED by: *[Signature]*

Usual Address: 16 Ningana Court

Name: Matthew Hester

Clifton Springs, VIC, 3222

Address: 4 Fisher St LARA

X Signature: *[Signature]*

Executed by BELLARINE BIN HIRE (ABN: 98 387 312 042)

Proprietor Full Name: Craig Anthony Valentine

WITNESSED by: *[Signature]*

Usual Address: 54 Second Ave,

Name: TRACY KULBARS

Palm Beach QLD 4221

Address: 54 Second Ave

Palm Beach QLD 4221

Signature: *[Signature]*

# PLANNING PERMIT

Permit No. 473/2002  
 Planning Scheme Greater Geelong Planning Scheme  
 Responsible Authority Greater Geelong City Council

ADDRESS OF THE LAND 452-460 FOUNDS ROAD, DRYSDALE

THE PERMIT ALLOWS MATERIAL RECOVERY & RECYCLING FACILITY  
 IN ACCORDANCE WITH THE ENDORSED PLANS

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the development starts plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale of 1:100 with dimensions and two copies must be provided. The plans must show the following:
  - a) Internal layout of all buildings on the site.
  - b) Elevations of all buildings on the site.
  - c) Construction materials and colours of all buildings on the site.
  - d) Location of the water storage tanks required by the Country Fire Authority
  - e) the landscaping of the site;
  
2. Before the use starts, a site management plan for the management and operation of the use must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The use must at all times be conducted in accordance with the endorsed site management plan. The site management plan must be generally in accordance with the plan which accompanied the permit application but include:
  - a) the design and operation of the site drainage system, in particular the interception and treatment of contaminated run off;
  - b) the design and operation of dust suppression measures;
  - c) noise limits generally and the days and hours during which particularly noisy operations should occur;
  - d) the hours and days of use;
  - e) any other matter relevant to the operation of use in relation to the amenity of the locality and the impact on the environment, and
  - f) provision for the review and revision of the site management plan from time to time, to the satisfaction of the Responsible Authority.

Date Issued: 10 November 2003

Signature of the  
Responsible Authority: \_\_\_\_\_

CONDITIONS OF PLANNING PERMIT NUMBER 473/2002 CONTINUED

Page 2 of 4

3. The use/or development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.
4. Landscaping works as shown on the endorsed plans must be commenced within 1 month of the use commencing and completed within six months from the date of commencement of the approved use to the satisfaction of the Responsible Authority and then maintained to the satisfaction of the Responsible Authority.
5. Prior to the commencement of the development hereby permitted, a detailed landscaping plan (two copies), including the schedule of proposed plants, shall be submitted for the satisfaction of the Responsible Authority, and when approved shall be endorsed and form part of this permit.
6. The telephone number of a person responsible for the operation of the premises approved herewith, shall be provided to adjoining neighbours and the Responsible Authority as a point of contact regarding the ongoing operation of the Materials Recycling Centre.
7. The layout of the uses on the endorsed plans must not be altered without the written consent of the Responsible Authority.
8. Materials shall be stored on site generally in accordance with the Site Management Plan to the satisfaction of the Responsible Authority.
9. All stockpiling of waste materials and crushed product shall be within the screened area, shall not exceed a height of 4.0 metres and shall be orderly and neat at all times and shall not result in an adverse impact on the amenity of the surrounding area.
10. Noise levels emanating from the land must comply with the requirements of the Environment Protection Authority's Information Bulletin No. N3/89 *Interim Guidelines for the Control of Noise in Country Victoria*.
11. No security alarm or similar device shall be installed on any part of any existing or proposed building situated on the land unless it is of a silent type, approved by the Standards Association of Australia and connected to a registered security firm.
12. Prior to the use commencing for the purpose authorised by this permit, a pipe crossing with drivable endwalls shall be provided to the satisfaction of the Responsible Authority.
13. Before the use starts areas set aside for parked vehicles and access lanes as shown on the endorsed plans must be constructed, drained and thereafter maintained to the satisfaction of the Responsible Authority. Parking areas and access lanes must be kept available for these purposes at all times to the satisfaction of the Responsible Authority.

Date Issued: 10 November 2003

Signature of the  
Responsible Authority

Planning and Environment Regulations 1988

Form 4

**CONDITIONS OF PLANNING PERMIT NUMBER 473/2002 CONTINUED**

Page 3 of 4

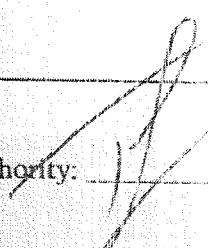
14. Loading and unloading of all goods, materials and items shall be carried out on the site to the satisfaction of the Responsible Authority.
15. The amenity of the area must not be detrimentally affected by the use or development, through the:
  - a) Transport of materials, goods or commodities to or from the land.
  - b) Appearance of any building, works or materials.
  - c) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.
  - d) Presence of vermin.
16. The proposed works and any development must comply with the relevant requirements of the Dangerous Goods Act and its subordinate legislation, particularly the Dangerous Goods (Storage and Handling) Regulations 2000.
17. Prior to the development commencing a report is to be submitted to the Responsible Authority for approval that shall include evidence that the lot is capable of containing an appropriate waste treatment system by providing either a Soil Percolation Test in accordance with Appendix B of the Code of Practice – Septic Tank On-Site Domestic Wastewater Management, Environment Protection Authority Publication No. 451, March 1996 (or as amended); or an "Approval of Waste Treatment System" form completed by an Environmental Health Officer.
18. This permit will expire if the use is not started within two years of the date of this permit.

The Responsible Authority may extend the period referred to if a request is made in writing before the permit expires or within three months afterwards.

**Country Fire Authority Conditions**

19. A static water supply, such as a pool, tank or dam, must be provided.
20. A static water supply must meet the following requirements:
  - a) A minimum of 20,000 litres onsite static storage must be provided on the lot and be maintained solely for fire fighting.
  - b) Fire brigade vehicles must be able to get within 4 metres of the static water supply at all times.
  - c) The water supply should be readily identifiable from the building or appropriate signage must point to the static water supply.

Date Issued: 10 November 2003

Signature of the  
Responsible Authority: 





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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Conveyancing Professionals Pty Ltd C/- Triconvey (Reseller)  
77 Castlereagh Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 62480

NO PROPOSALS. As at the 20th May 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

452-460 FOUNDS 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: 20th May 2026

**[Vicroads Certificate] # 80608380 - 80608380155821 '62480'**