

Contract of Sale of Land

Property: 54-56 Roy Street, Jeparit VIC 3423

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of Conveyancers (Victorian Division)



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

Approval

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

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN:
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

Lynda Jane Lawrence

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable)

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN:
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

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Particulars of Sale

Vendor's estate agent

Name: Elders Horsham
Address: 87 Stawell Road, Horsham VIC 3400
Email: jana.combe@elders.com.au
Tel: 5382 8800 Mob: Fax: 0439 354107 Ref:

Vendor

Name: Lynda Jane Lawrence
Address: 54-56 Roy Street, Jeparit VIC 3423
ABN/ACN:

Vendor's legal practitioner or conveyancer

Name: Stawell & District Property Transfers
Address: 131 Main Street, Stawell VIC 3380
PO Box 448, Stawell VIC 3380
Email: lynne@sdpt.com.au
Tel: 03 5358 2477 Mob: Fax: Ref: 26145

Purchaser

Name:
Address:
ABN/ACN:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 7978 Folio 103	97	LP 3582

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 54-56 Roy Street, Jeparit VIC 3423

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

Payment

Price \$ _____

Deposit \$ _____ 10% on signing

Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

*(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____ Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

Instructions: It is recommended that when adding special conditions:

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

1. MATERIAL FACTS

This Special Condition only applies to Contracts where the Vendor has disclosed a Material Fact under Section 12(d) of Sale of Land Act 1962

It is hereby acknowledged and agreed by the Purchaser that:-

- A.** If the Vendor has disclosed one or more Material Facts in this Contract or in the Section 32 Vendor Disclosure Statement attached hereto (jointly and severally 'Material Fact', and including any related attachments, including, but not limited to, any Notices or Orders served known to the Vendor and disclosed herewith unless the Vendor has by Special Condition elsewhere in this Contract expressly agreed to remedy or comply with that Notice or Order),
- B.** That Material Fact constitutes the whole of the Vendor's significant knowledge of that issue

and, unless expressly stated to the contrary in another Special Condition in this Contract, the Purchaser hereby Agrees and:-

- 1.1 Acknowledges that a full and true disclosure of these matters to the knowledge of the Vendor is hereby and in the attached related "Section 32" Vendor's Statement annexed to this Contract given, and that the Purchaser has read and understood the disclosure so given;
 - 1.2 Admits that it has made its own enquiries in relation to the Material Fact;
 - 1.3 Admits that the Vendor makes no warranty whatsoever in relation to any aspect surrounding the Material Fact and that, notwithstanding any implication, application or reading of General Condition 21, if the Purchaser can and chooses, or is required to, action or contribute, financially or otherwise to any matter arising from the Material Fact, agrees not to call upon the Vendor to perform any attendances whatsoever in relation to the Material Fact, or to provide or contribute to any costs thereof;
 - 1.4 that no other party or person may be aware of the Material Fact, or that if they are, that they view interpret or understand the Material Fact in the same way as the Vendor;
 - 1.5 All recommended, required or desired attendances, if any, arising from the Material Fact shall from the Day of Sale become the sole responsibility of the Purchaser and at the Purchaser's cost in all things;
 - 1.6 Admits that it shall have no objection to title or other rights against the Vendor or against the agents or servants of the Vendor in relation to any Material Fact;
 - 1.7 Admits that it buys the Property on its own investigations in that regard;
 - 1.8 Admits that it will not delay Settlement, deduct or offset any monies at Settlement, make any claim for compensation from the Vendor, and that it has no entitlement to compensation from the Vendor, whatsoever in relation to any Material Fact, and
 - 1.9 Hereafter releases and indemnifies and keeps indemnified the Vendor from all related costs, claims, actions, losses or the like whatsoever related to the Material Fact.
2. Prior to signing the contract, the Purchaser acknowledges that they were made fully aware that property was previously used as a Mobil Fuel Depot. The Purchaser will need to do their own due diligence to ensure the land is fit for the Purchasers intended use.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and

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- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following –
- (a) public rights of way over the land,
 - (b) easements over the land,
 - (c) lease or other possessory agreement affecting the land,
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices,
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993 (Vic)* 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 (Vic)* and regulations made under the *Building Act 1993 (Vic)*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993 (Vic)* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2, and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use 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.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –
- must not exceed 10% of the price; and
 - 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.
- 14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.6 Payment of the deposit may be made or tendered –

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed –

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of –

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition –

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing; and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –

- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement –
- (a) the purchaser must pay the balance, and
 - (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

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

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks.
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that –
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties, or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement –
- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement –
- (a) deliver any keys, security devices and codes (keys) to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold with the land 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) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on –
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

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

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

19.7 In these general conditions –

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land, and the author states it is a major defect.
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –

- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that 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
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) (Tax Act) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must –
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite –
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –
 - (a) the settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –

- (a) so agreed by the vendor in writing; and
(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to –

- (a) decide if an amount is required to be paid or the quantum of it, or
(b) comply with the purchaser's obligation to pay the amount.

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

25.11 The vendor warrants that –

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act 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 Tax Act is the correct amount required to be paid under section 14-250 of the legislation.

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

- (a) personally, or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
- (d) by email.

27.4 Any document properly sent by –

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

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

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

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.

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

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –

- (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* (Vic); and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand.

without affecting the vendor's other rights under this contract;

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if –
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

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

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


Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

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

Land	54-56 ROY STREET, JEPARIT VIC 3423
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Vendor's name	Lynda Jane Lawrence	Date	10/3/2026
Vendor's signature			

Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		
Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		

1. FINANCIAL MATTERS

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

(a) Their amounts are:

Authority	Amount	Interest (if any)
(1) Hindmarsh Shire Council	\$570.65	
(2) GWM Water	\$479.49 plus usage	

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

\$0.00	To	
--------	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 100
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> see attached

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

The required specified information is as follows:

- | | |
|-----------------------------------|---|
| (a) Name of planning scheme | Hindmarsh Planning Scheme |
| (b) Name of responsible authority | Hindmarsh Shire Council |
| (c) Zoning of the land | TZ - Township Zone |
| (d) Name of planning overlay | Environmental Significance Overlay - Schedule 6 |

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are as follows

None to the Vendors knowledge, however, the Vendors have no means of knowing of all decisions of public authorities and government departments affecting the property unless these are communicated to the Vendors.

The Shire designate the area, in which the property is located, to be likely to be subject to termite infestation.

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

Not Applicable

8. SERVICES

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

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

9. Material Facts

The land was a former Mobil Fuel Depot, refer to attached Review of Available Contamination Data – dated 8th June 2023.

10. TITLE

Attached are copies of the following documents:

10.1 (a) Registered Title

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

11. SUBDIVISION

11.1 Unregistered Subdivision

This section 11.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

11.2 Staged Subdivision

This section 11.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

11.3 Further Plan of Subdivision

This section 11.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable

12. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

13. DUE DILIGENCE CHECKLIST

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

Is attached

14. ATTACHMENTS

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

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

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

- State Revenue Office Certificate
- GWM Water GIS Plan
- Review of Available Contamination Data - dated 8th June 2023



HINDMARSH SHIRE COUNCIL

ABN 26 550 547 746

P.O. BOX 250 NHILL VIC 3416
PHONE (03) 53 914 444
FAX (03) 53 911 376

EMAIL info@hindmarsh.vic.gov.au

OFFICE HOURS 9:00 am - 5:00 pm MON - FR
BRANCH OFFICES ARE AT JEPARIT, RAINBOW AND DIMBOOLA

TAX INVOICE

Assessment Number	64820
Issue Date	18/08/2025
Total Rates Due	\$687.15
Payment Due Date	30/09/2025

033-3423 (1912)

Ms L J LAWRENCE
54-56 Roy Street
JEPARIT VIC 3423

VALUATION AND RATE NOTICE FOR YEAR ENDING 30TH JUNE 2026

VALUATION DATE: 1/1/2025

PROPERTY DETAILS	FINANCIAL DETAILS								
Residential Property Address 54-56 Roy Street JEPARIT VIC 3423 PH JEPARIT LOT 97 LP3582 7978/103 918.36 SQ M AVPCC 200 Commercial Development Site	<table border="0"> <tr><td>Arrears / Credits (-)</td><td>\$116.50</td></tr> <tr><td>Business/Commercial at \$ 0.00179580 on 29000.00</td><td>\$52.08</td></tr> <tr><td>Municipal Charge at \$ 205.00 on 1.00</td><td>\$205.00</td></tr> <tr><td>Total Rates Due:</td><td>\$687.15</td></tr> </table>	Arrears / Credits (-)	\$116.50	Business/Commercial at \$ 0.00179580 on 29000.00	\$52.08	Municipal Charge at \$ 205.00 on 1.00	\$205.00	Total Rates Due:	\$687.15
Arrears / Credits (-)	\$116.50								
Business/Commercial at \$ 0.00179580 on 29000.00	\$52.08								
Municipal Charge at \$ 205.00 on 1.00	\$205.00								
Total Rates Due:	\$687.15								
Capital Improved Value: 29000 Site Value: 29000 Nett Annual Value: 1450									
State Government enforced levies (ESVF) Emergency Services and Volunteers Fund are collected by Council and passed onto the State Revenue Office and is not for Council use.									
	<table border="0"> <tr><td>ESVF Levy Commercial at \$ 0.00133000 on 29000.00</td><td>\$38.57</td></tr> <tr><td>ESVF Fixed Commercial at \$ 275.00 on 1.00</td><td>\$275.00</td></tr> <tr><td>Total Rates Due:</td><td>\$687.15</td></tr> </table>	ESVF Levy Commercial at \$ 0.00133000 on 29000.00	\$38.57	ESVF Fixed Commercial at \$ 275.00 on 1.00	\$275.00	Total Rates Due:	\$687.15		
ESVF Levy Commercial at \$ 0.00133000 on 29000.00	\$38.57								
ESVF Fixed Commercial at \$ 275.00 on 1.00	\$275.00								
Total Rates Due:	\$687.15								
Instalment 1 30/09/2025 \$261.15	Instalment 2 30/11/2025 \$142.00	Instalment 3 28/02/2026 \$142.00	Instalment 4 31/05/2028 \$142.00						

Have your next Rate Notice delivered via Email.
Sign-up and register your property today at <https://hindmarsh.ezybill.com.au>

Ratepayers experiencing hardship and having trouble meeting their payments are encouraged to contact Council on 03 5391 4444 to discuss a possible payment plan or applying for Hardship under Council's Hardship Policy.

SEE OVER FOR PAYMENT METHODS Please return this section with your payment

NAME Ms L J LAWRENCE	Assessment Number 64820	Please tick if Receipt required
Biller Code: 11783 Ref: 00648204	POST billpay Biller Code: 3233 Ref: 6482 04	Payment Due Date 30/09/2025
Post Billpay	Payment Details 13 18 16 or go to postbillpay.com.au	Total Rates Due \$687.15

INFORMATION ON RATES, CHARGES AND PROPERTY VALUATIONS

NOTICE OF VALUATION
I hereby give notice that the property described in this notice owned or occupied by you has been valued as set out therein. Any person aggrieved herewith may lodge an objection with the Council in the manner set out in Division 4 of Part 3A of the Valuation of Land Act (as amended). Any such objection must be lodged within two months after notice is given. Rating Valuation Objection Portal - Objections to a valuation can be lodged electronically with the Victorian State Government's objection portal <https://ratingvaluationobjectionportal.vic.gov.au/>. Thereby give further notice that some other authorities may use one of the copies of the value shown for the purpose of a rate or tax levied.

RATES LEVIED
Take notice that in accordance with the provision of the Local Government Act 2020 (as amended), the Council did for the amount stated on the reverse side hereof make a General Rate, Farm Rate, Commercial/Industrial Rate, Urban Variable Rate and Recreational Rate on the Capital Improved Value (as returned by the Valuer General's Office) and a Rubbish/Waste/Recycling/glass collection service charge and Municipal Charge on all assessable properties served within the Shire. ESVF - Emergency Services and Volunteers Fund levies are collected and passed onto the State Revenue Office.

PAYMENT OF RATES AND CHARGES
The rates and charges levied by this notice can be paid annually, up to before 30th September 2025 or four (4) times yearly by instalments. The first instalment must be paid on or before 30th September 2025. The remaining instalments must be paid as follows:
Instalment Date
Second on or before 30th November 2025
Third on or before 28th February 2026

CHANGE OF ADDRESS OR OWNERSHIP
Please advise Council in writing, immediately if you default change.

AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE (AVPCC)
The AVPCC represents the existing land use of the property for Valuer's Best Practice valuation purposes and for determining the appropriate land use classification for the Emergency Services and Volunteers Fund.

RIGHT OF APPEAL AGAINST RATE OR CHARGE
A person who is aggrieved by a rate or charge under this Act or by anything incidental or excluded from such a rate or charge may, within 60 days of receiving this notice, give notice in writing to the Council of his or her intention to appeal the matter set out in the Local Government Act 1989 & 2020.
Note: Objections or appeals shall not prevent the recovery of interest.
A person may appeal in accordance with Section 154 (2) or on grounds:
a) in the case of a rate, that the land in respect of which the rateable land;
b) that the rate or charge assessment was calculated incorrectly;
c) that the person levied with the rate or charge was not liable.

LAND TAX
The State Revenue Office uses the site value to assess land tax under the Land Tax Act 1958. Objections to the site value must be made to local councils within the time limits prescribed under the Valuation of Land Act 1966. A taxpayer does not have a right of objection to a Council valuation arising from its use for land tax which occurs at a later time than the use for Council rates. The Council generally initiates which appeals on Council rates notices will be used for land tax. Further information on the use of valuations



Urban Water Account
56 Roy Street JEPARIT VIC 3423

account number: 2911616
issue date: 20/01/2026

Registration Code: 3411616

office hours: 1300 658 888
24 hours: 1800 188 888

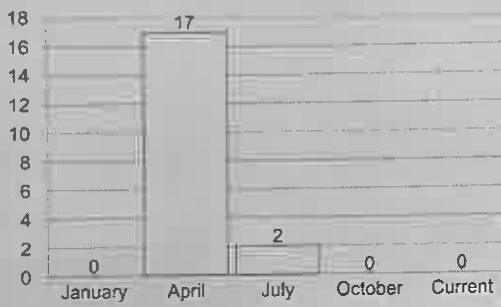


L J Lawrence
54-56 Roy Street
JEPARIT VIC 3423

Next Reading, 31/03/2026

due date: 25/02/2026
due date: 25/02/2026
\$235.60

Your Usage in KiloLitres



Balance Brought Forward	
Opening Balance	\$117.80
Transactions since last Account	\$0.00
Current Charges	
Water Service	\$117.80
Water Usage	\$0.00
Total	\$117.80
Total Amount Due	\$235.60
Total includes GST of \$0.00	

Penalty interest of 5.7 % per annum will apply to overdue balances
Use water wisely: www.targetyourwateruse.vic.gov.au

eNotices Register to receive your notice via email
GO TO GWMWATER.ENOTICES.COM.AU
YOUR REFERENCE NO: B1CE064BFC

payment slip

2910616

amount due: \$235.60

amount being paid

POST billpay
L J Lawrence

*347 000000000002910611

QR code

Bank

Pay VISA

see over for payment options

PLANNING PROPERTY REPORT



Department of Transport and Planning

From www.planning.vic.gov.au at 01/03/2019 05:46 PM

PROPERTY DETAILS

Address: **54-56 ROY STREET JEPARIT 3423**
 Lot and Plan Number: **Lot 97 LP3582**
 Standard Parcel Identifier (SPI): **97\LP3582**
 Local Government Area (Council): **HINDMARSH**
 Council Property Number: **64820**
 Planning Scheme: **Hindmarsh**
 Directory Reference: **Vicroads 545 T2**

www.hindmarsh.vic.gov.au

[Planning Scheme - Hindmarsh](#)

UTILITIES

Rural Water Corporation: **Grampians Wimmera Mallee Water**
 Urban Water Corporation: **Grampians Wimmera Mallee Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

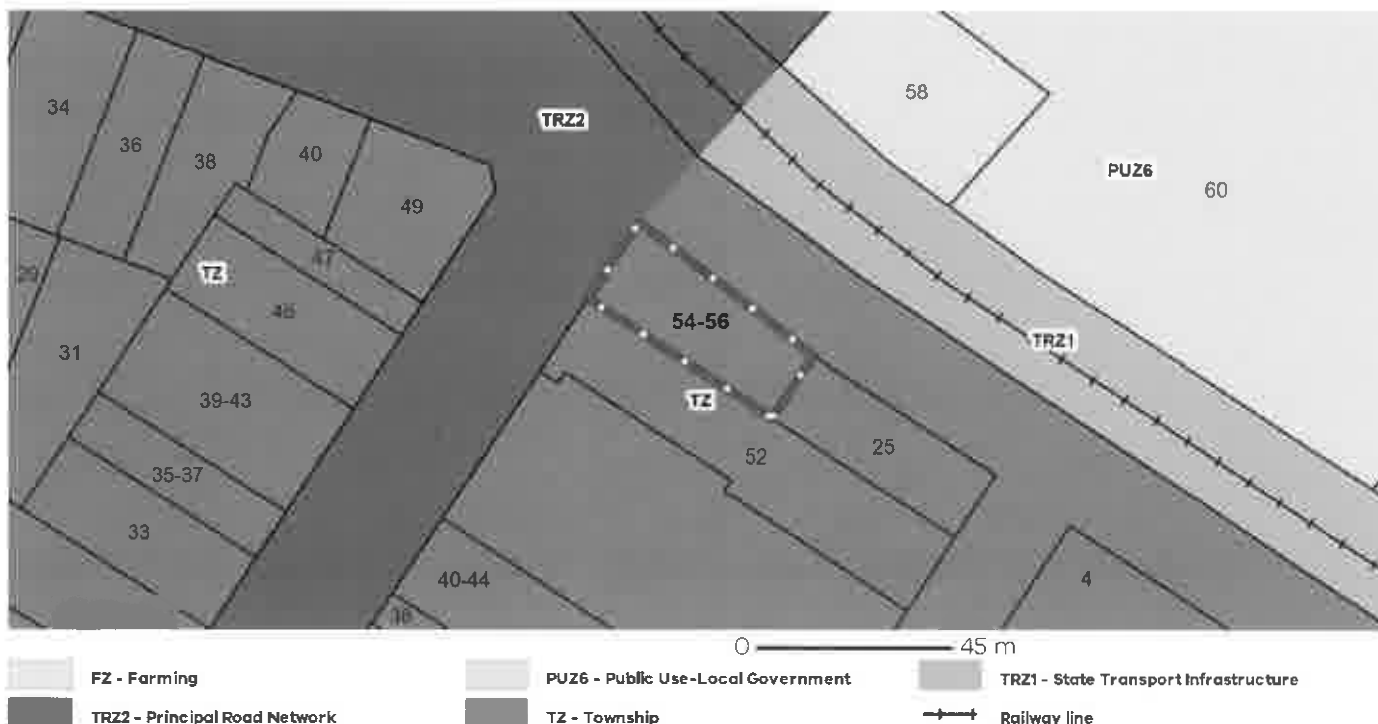
Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **LOWAN**
 OTHER
 Registered Aboriginal Party: **Barengi Gadjin Land Council**
 Aboriginal Corporation: **Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

TOWNSHIP ZONE (TZ)

SCHEDULE TO THE TOWNSHIP ZONE (TZ)



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

Planning Overlays

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 6 (ES06)



0 45 m

ES0 - Environmental Significance Overlay —+— Railway line

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)



0 45 m

HO - Heritage Overlay —+— Railway line

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

Further Planning Information

Planning scheme data last updated on 27 February 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 abut 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/>

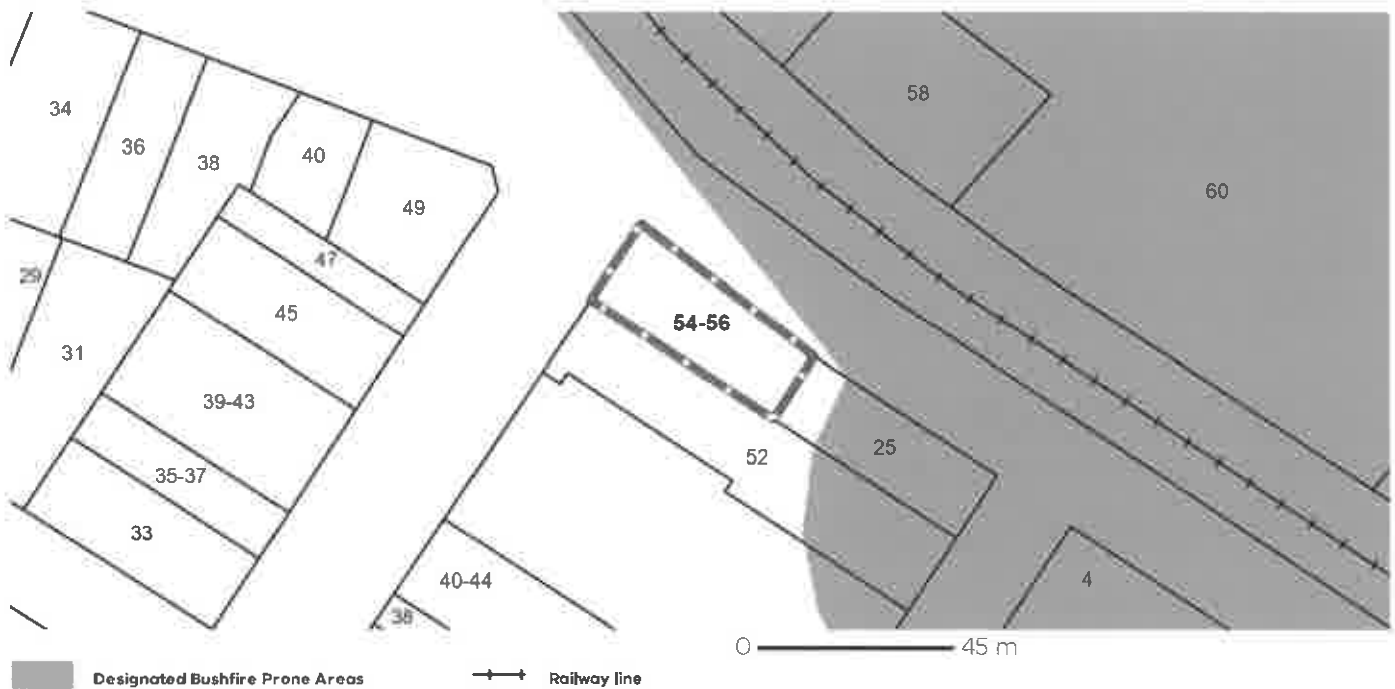
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. 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 \(environment.vic.gov.au\)](#).

PROPERTY REPORT



Energy,
Environment
and Climate Action

Created at: 02 March 2023, 04:25 PM

PROPERTY DETAILS

Address: **54-56 ROY STREET JEPARIT 3423**
Lot and Plan Number: **Lot 97 LP3582**
Standard Parcel Identifier (SPI): **97\LP3582**
Local Government Area (Council): **HINDMARSH**
Council Property Number: **64820**
Directory Reference: **Vicroads 545 T2**

www.hindmarsh.vic.gov.au

SITE DIMENSIONS

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



Area: 951 sq. m
Perimeter: 138 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: **Grampians Wimmera Mallee Water**
Urban Water Corporation: **Grampians Wimmera Mallee Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **LOWAN**

PLANNING INFORMATION

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

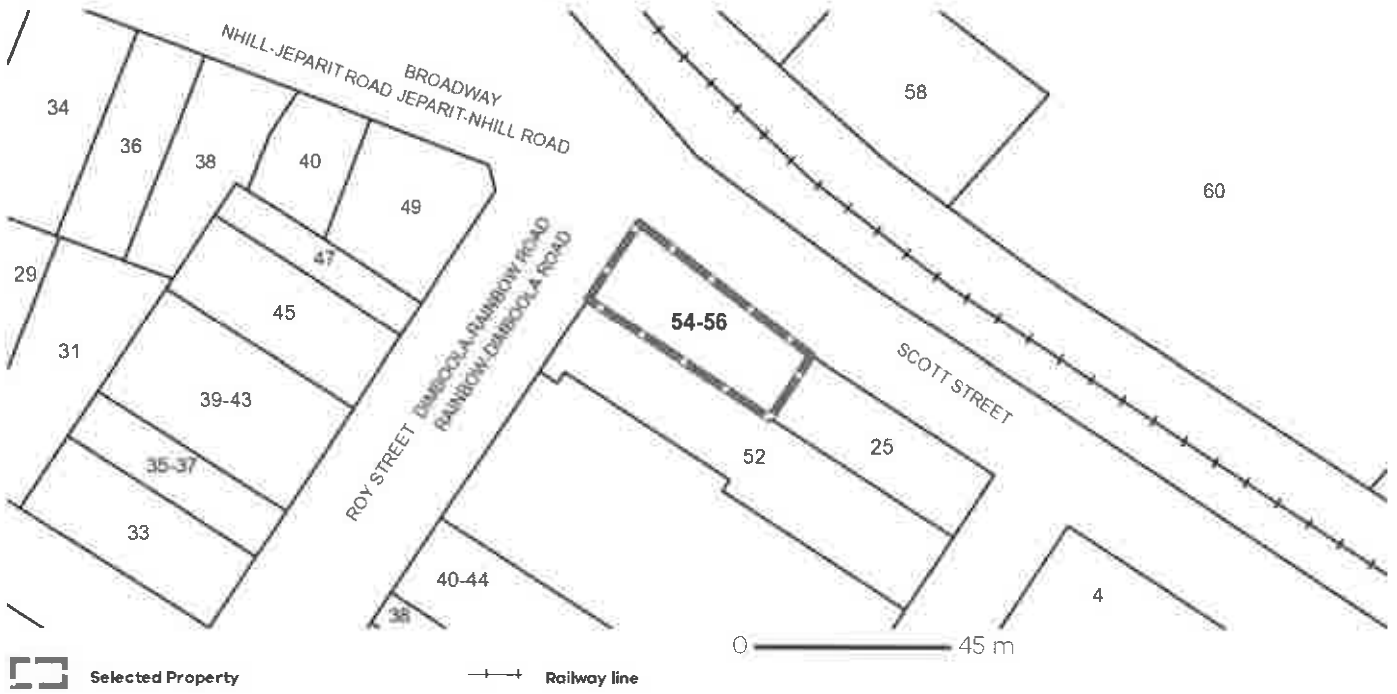
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property



Railway line

HINDMARSH PLANNING SCHEME

32.05
31/03/2025
VC267

TOWNSHIP ZONE

Shown on the planning scheme map as **TZ** with a number (if shown).

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To provide for residential development and a range of commercial, industrial and other uses in small towns.

To encourage development that is responsive to the neighbourhood character of the area.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

32.05-1
27/03/2017
VC110

Neighbourhood character objectives

A schedule to this zone may contain the neighbourhood character objectives to be achieved for the area.

32.05-2
14/01/2025
VC237

Table of uses

Section 1 - Permit not required

Use	Condition
Automated collection point	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Domestic animal husbandry	Must be no more than 2 animals.
Dwelling (other than Bed and breakfast)	Must meet the requirements of Clause 32.05-3.
Home based business	
Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres.
Place of worship	The gross floor area of all buildings must not exceed 250 square metres.
Racing dog husbandry	Must be no more than 2 animals.
Railway	
Residential aged care	

HINDMARSH PLANNING SCHEME

Use	Condition
Rooming house	Must meet the requirements of Clause 52.23-2.
Small second dwelling	<p>Must be no more than one dwelling existing on the lot.</p> <p>Must be the only small second dwelling on the lot.</p> <p>Must meet the requirements of Clause 32.05-3.</p> <p>Reticulated natural gas must not be supplied to the building, or part of a building, used for the small second dwelling.</p>
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 – Permit required

Use	Condition
Accommodation (other than Community care accommodation, Dwelling, Residential aged care facility, Rooming house and Small second dwelling)	
Agriculture (other than Animal production, Apiculture, Domestic animal husbandry and Racing dog husbandry)	
Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.
Grazing animal production	
Industry (other than Transfer station and Refuse disposal)	Must not be a purpose listed in the table to Clause 53.10.
Leisure and recreation (other than Informal outdoor recreation and Motor racing track)	
Office (other than Medical centre)	
Place of assembly (other than Carnival, Circus and Place of worship)	
Retail premises (other than Adult sex product shop)	
Transfer station (other than Automated collection point)	Must meet the threshold distance requirements in the table to Clause 53.10.
Utility installation (other than Minor utility installation and Telecommunications facility)	Must not be a purpose listed in the table to Clause 53.10.
Warehouse	Must not be a purpose listed in the table to Clause 53.10.

HINDMARSH PLANNING SCHEME

Use	Condition
Any other use not in Section 1 or 3	
Section 3 - Prohibited	
Adult sex product shop	
Animal production (other than Grazing animal production)	
Dwelling – if the Section 1 condition is not met	
Extractive industry	
Motor racing track	
Refuse disposal	
Saleyard	
Small second dwelling – if the Section 1 condition is not met	

32.05-3
14/12/2023
VC253

Use for a dwelling or a small second dwelling

A lot used for a dwelling or small second dwelling must meet the following requirements:

- Each dwelling or small second dwelling must be connected to reticulated sewerage, if available. If reticulated sewerage is not available, all wastewater from each dwelling must be treated and retained within the lot in accordance with the requirements of the Environment Protection Regulations under the *Environment Protection Act 2017* for an on-site wastewater management system.
- Each dwelling or small second dwelling must be connected to a reticulated potable water supply or have an alternative potable water supply, with appropriate storage capacity.
- Each dwelling or small second dwelling must be connected to a reticulated electricity supply or have an alternative energy supply.

32.05-4
27/03/2017
VC110

Use for industry and warehouse

Amenity of the neighbourhood

The use of land for an industry or warehouse must not adversely affect the amenity of the neighbourhood, including through:

- The transport of materials or goods to or from the land.
- The appearance of any stored materials or goods.
- Traffic generated by the use.
- Emissions from the land.

HINDMARSH PLANNING SCHEME

32.05-5

16/10/2025
VC288

Subdivision

Permit requirement

A permit is required to subdivide land.

A permit must not be granted which would allow a separate lot to be created for land containing a small second dwelling.

Clause 56 requirement

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
16 or more lots	Clauses 56.02-1, 56.03-5, 56.04-2 to 56.04-5, 56.05-1, 56.05-2, 56.06-2, 56.06-4, 56.06-5, 56.06-7, 56.06-8 and 56.07-1 to 56.09-4.
3 – 15 lots	Clauses 56.03-5 (only if the land is in the Neighbourhood Character Overlay), 56.04-2 to 56.04-5, 56.05-1, 56.06-2, 56.06-4, 56.06-5, 56.06-7 and 56.06-8 to 56.09-4.
2 lots	Clauses 56.03-5 (only if the land is in the Neighbourhood Character Overlay), 56.04-2, 56.04-5, 56.06-8 and 56.07-4.

Each lot must be provided with reticulated sewerage, if available. If reticulated sewerage is not available, the application must be accompanied by:

- In the absence of reticulated sewerage, include a Land Capability Assessment on the risks to human health and the environment of an on-site wastewater management system constructed, installed or altered on the lot in accordance with the Environment Protection Regulations under the *Environment Protection Act 2017*.
- A plan which shows a building envelope and effluent disposal area for each lot.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
Subdivide land to realign the common boundary between two lots where: <ul style="list-style-type: none">▪ The area of either lot is reduced by less than 15 percent.▪ The general direction of the common boundary does not change.	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none">▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme.	Clause 59.02

HINDMARSH PLANNING SCHEME

Class of application	Provision
<ul style="list-style-type: none">An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within five years prior to the application for a permit for subdivision.	
Subdivide land into two lots if:	Clause 59.02
<ul style="list-style-type: none">The construction of a building or the construction or carrying out of works on the land:<ul style="list-style-type: none">Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.Has started lawfully.The subdivision does not create a vacant lot.	
Subdivide land into two lots if:	Clause 59.02
<ul style="list-style-type: none">A permit has been issued under a provision of a residential zone to construct up to two dwellings on the land and the permit has not expired.Each lot will contain either:<ul style="list-style-type: none">one existing dwelling; orone dwelling permitted to be constructed in accordance with the permit.	
Subdivide land into two lots for residential development if:	Clause 59.11
<ul style="list-style-type: none">The subdivision creates at least one vacant lot.The land does not contain native vegetation if it has an area of 0.4 hectares or more.The land is not located in an Environmental Audit Overlay, Neighbourhood Character Overlay or an area that is a designated bushfire prone area as determined under section 192A of the <i>Building Act 1993</i>.The land is connected to reticulated sewerage.	

32.05-6
08/09/2025
VC282

Construction and extension of one dwelling on a lot

Permit requirement

A permit is required to construct or extend one dwelling on a lot less than 300 square metres.

A permit is required to construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres and the fence exceeds the maximum height specified in Clause 54.02-7.

A development must meet the requirements of Clause 54.

No permit required

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

HINDMARSH PLANNING SCHEME

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
Construct or extend a dwelling on a lot less than 300 square metres if the development meets the following standards of Clause 54: <ul style="list-style-type: none">▪ clause 54.02-1 Street setback.▪ clause 54.02-2 Building height.▪ clause 54.02-3 Side and rear setbacks.▪ clause 54.02-4 Walls on boundaries.▪ clause 54.02-5 Site coverage▪ clause 54.02-6 Tree canopy.▪ clause 54.02-7 Front fences.▪ clause 54.04-1 Daylight to existing windows.▪ clause 54.04-2 Existing north-facing windows.▪ clause 54.04-3 Overshadowing secluded open space.▪ clause 54.04-4 Overlooking.▪ clause 54.05-2 Overshadowing domestic solar energy systems. If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.	Clause 54
Construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres.	Clause 59.03

Transitional provisions

Clauses 32.05-6, 54 and 59.14 of this planning scheme, as in force immediately before the commencement of Amendment VC282, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

32.05-7
08/09/2025
VC282

Construction and extension of a small second dwelling on a lot

Permit requirement

A permit is required to construct a building, construct or carry out works for a small second dwelling on a lot of less than 300 square metres.

A development must meet the requirements of Clause 54.

HINDMARSH PLANNING SCHEME

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
Construct or extend a small second dwelling on a lot less than 300 square metres if the development meets the following standards of Clause 54: <ul style="list-style-type: none">▪ clause 54.02-1 Street setback.▪ clause 54.02-2 Building height.▪ clause 54.02-3 Side and rear setbacks.▪ clause 54.02-4 Walls on boundaries.▪ clause 54.02-5 Site coverage.▪ clause 54.02-6 Tree canopy.▪ clause 54.02-8 Building setback for small second dwellings.▪ clause 54.03-5 Safety and accessibility for small second dwellings.▪ clause 54.04-1 Daylight to existing windows.▪ clause 54.04-2 Existing north-facing windows.▪ clause 54.04-3 Overshadowing secluded open space.▪ clause 54.04-4 Overlooking.▪ clause 54.05-2 Overshadowing domestic solar energy systems.	Clause 54
If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.	

Transitional provisions

Clauses 32.05-7, 54 and 59.14 of this planning scheme, as in force immediately before the commencement of Amendment VC282, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

32.05-8
16/10/2025
VC288

Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings

Permit requirement

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.
- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.
- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

HINDMARSH PLANNING SCHEME

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.02-8.

A development must meet the requirements of Clause 55. This does not apply to a development of four or more storeys, excluding a basement.

A development of four storeys, excluding a basement, must meet the requirements of Clause 57.

An apartment development of five or more storeys, excluding a basement, must meet the requirements of Clause 58.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
<p>Construct one dwelling if there is no more than one dwelling existing on a lot, extend a dwelling if there are two dwellings on a lot, or construct two dwellings on a lot, if the development meets the following standards of clause 55:</p> <ul style="list-style-type: none">▪ clause 55.02-1 Street setback▪ clause 55.02-2 Building height▪ clause 55.02-3 Side and rear setbacks▪ clause 55.02-4 Walls on boundaries▪ clause 55.02-5 Site coverage▪ clause 55.02-6 Access▪ clause 55.02-7 Tree canopy▪ clause 55.02-8 Front fences▪ clause 55.04-1 Daylight to existing windows▪ clause 55.04-2 Existing north-facing windows▪ clause 55.04-3 Overshadowing secluded open space▪ clause 55.04-4 Overlooking▪ clause 55.05-2 Overshadowing domestic solar energy systems <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the clause 55 standard, the requirement in the schedule to the zone applies and must be met.</p>	Clause 55
<p>Construct or extend a front fence within 3 metres of a street if the fence is associated with two or more dwellings on a lot or a residential building.</p>	Clause 59.03

Transitional provisions

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

HINDMARSH PLANNING SCHEME

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

Clauses 55 and 58 of this scheme, as in force immediately before the approval date of Amendment VC174, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 55 of this planning scheme, as in force immediately before the approval date of Amendment VC267, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

32.05-9

08/09/2025
VC282

Requirements of Clause 54 and Clause 55

A schedule to this zone may specify the requirements of:

- Standards A2-1, A2-5, A2-7 and A3-2 of Clause 54 of this scheme.
- Standards B2-1, B2-5, B2-8 and B3-5 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

32.05-10

01/01/2024
VC250

Residential aged care facility

Permit requirements

A permit is required to construct a building or construct or carry out works for a residential aged care facility.

A development must meet the requirements of Clause 53.17 - Residential aged care facility.

32.05-11

08/09/2025
VC282

Buildings and works associated with a Section 2 use

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.05-2.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
Construct a building or construct or carry out works where: <ul style="list-style-type: none">▪ The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to \$100,000; or▪ The building or works are associated with a primary school or secondary school and have an estimated cost of up to \$500,000; and▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes:	Clause 59.04

HINDMARSH PLANNING SCHEME

Class of application	Provision
	<ul style="list-style-type: none">– clause 54.02-4 Walls on boundaries.– clause 54.04-1 Daylight to existing windows.– clause 54.04-2 Existing north-facing windows.– clause 54.04-3 Overshadowing secluded open space.– clause 54.04-4 Overlooking.– clause 54.05-2 Overshadowing domestic solar energy systems

If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.

Transitional provisions

Clauses 32.05-11, 54 and 59.04 of this planning scheme, as in force immediately before the commencement of Amendment VC282, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

32.05-12
14/12/2023
VC253

Maximum building height requirement for a dwelling, small second dwelling or residential building

A building must not be constructed for use as a dwelling, small second dwelling or a residential building that exceeds the maximum building height specified in a schedule to this zone.

If no maximum building height is specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 and Clause 55 applies.

A building may exceed the maximum building height specified in a schedule to this zone if:

- It replaces an immediately pre-existing building and the new building does not exceed the building height of the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height of the lower of the existing buildings on the abutting allotments.
- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed the building height of the lower of the existing buildings on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the introduction of this provision.

An extension to an existing building may exceed the maximum building height specified in a schedule to this zone if it does not exceed the building height of the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

The maximum building height requirement in a schedule to this zone applies whether or not a planning permit is required for the construction of a building.

HINDMARSH PLANNING SCHEME

Building height if land is subject to inundation

If the land is in a Special Building Overlay, Land Subject to Inundation Overlay or is land liable to inundation the maximum building height specified in the zone or schedule to the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

32.05-13

14/01/2025
VC237

Application requirements

Use for industry and warehouse

Unless the circumstances do not require, an application to use land for an industry or warehouse must be accompanied by the following information:

- The purpose of the use and the types of activities to be carried out.
- The type and quantity of materials and goods to be stored, processed or produced.
- Whether a Development Licence, Operating Licence, Permit or Registration is required from the Environment Protection Authority.
- Whether a notification under the Occupational Health and Safety Regulations 2017 is required, a licence under the *Dangerous Goods Act 1985* is required, or a fire protection quantity under the Dangerous Goods (Storage and Handling) Regulations 2022 is exceeded.
- How land not required for immediate use is to be maintained.
- The likely effects, if any, on the neighbourhood, including noise levels, traffic, air-borne emissions, emissions to land and water, light spill, glare, solar access and hours of operation (including the hours of delivery and despatch of materials and goods).
- Any other application requirements specified in a schedule to this zone.

32.05-14

08/09/2025
VC282

Exemption from review

Construction and extension of one dwelling on a lot

An application under clause 32.05-6 is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clauses 54.02-1, 54.02-2, 54.02-3, 54.02-4, 54.02-5, 54.02-6, 54.02-7, 54.04 and 54.05-2 are met.

Construction and extension of a small second dwelling on a lot

An application under clause 32.05-7 is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clauses 54.02-1, 54.02-2, 54.02-3, 54.02-4, 54.02-5, 54.02-6, 54.02-8, 54.03-5, 54.04 and 54.05-2 are met.

Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings

An application under clause 32.05-8 is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clause 55.02, 55.04-1, 55.04-2, 55.04-3, 55.04-4 and 55.05-2 are met.

32.05-15

31/03/2025
VC267

Decision guidelines

Before deciding on an application to use land or construct a building or construct or carry out works, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

General

HINDMARSH PLANNING SCHEME

- The objectives set out in a schedule to this zone.
- The protection and enhancement of the character of the town and surrounding area including the retention of vegetation.
- The availability and provision of utility services, including sewerage, water, drainage, electricity and telecommunications.
- In the absence of reticulated sewerage, a Land Capability Assessment on the risks to human health and the environment of an on-site wastewater management system constructed, installed or altered on the lot in accordance with the requirements of the Environment Protection Regulations under the *Environment Protection Act 2017*.
- The design, height, setback and appearance of the proposed buildings and works including provision for solar access.
- The need for a verandah along the front or side of commercial buildings to provide shelter for pedestrians.
- Provision of car and bicycle parking and loading bay facilities and landscaping.
- The effect that existing uses on adjoining or nearby land may have on the proposed use.
- The scale and intensity of the use and development.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.
- The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in a General Residential Zone, Housing Choice and Transport Zone, Mixed Use Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.
- Any other decision guidelines specified in a schedule to this zone.

Use for industry and warehouse

Before deciding on an application to use land for an industry or warehouse, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The effect that existing uses on adjoining or nearby land may have on the proposed use.
- The design of buildings, including provision for solar access.
- The availability and provision of utility services.
- The effect of traffic to be generated by the use.
- The interim use of those parts of the land not required for the proposed use.
- Any other decision guidelines specified in a schedule to this zone.

Subdivision

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.
- Any other decision guidelines specified in a schedule to this zone.

HINDMARSH PLANNING SCHEME

Construction and extension of one dwelling on a lot and a small second dwelling

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The applicable objectives, standards and decision guidelines of Clause 54.
- Any other decision guidelines specified in a schedule to this zone.

Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- For two or more dwellings on a lot, dwellings on common property and residential buildings of three storeys or less, excluding a basement, the objectives, standards and decision guidelines of Clause 55.
- For two or more dwellings on a lot, dwellings on common property and residential buildings of four storeys, excluding a basement, the objectives, standards and decision guidelines of Clause 57.
- For an apartment development of five or more storeys, excluding a basement, the objectives, standards and decisions guidelines of Clause 58.
- Any other decision guidelines specified in a schedule to this zone.

32.05-16
31/03/2025
VC267

Signs

Sign requirements are at Clause 52.05. This zone is in Category 3.

HINDMARSH PLANNING SCHEME

22/07/2021
C17hind

SCHEDULE TO CLAUSE 32.05 TOWNSHIP ZONE

Shown on the planning scheme map as TZ

HINDMARSH TOWNSHIPS

1.0
22/07/2021
C17hind

Neighbourhood character objectives

None specified.

2.0
08/09/2025
VC282

Clause 54 and Clause 55 requirements

	Standard	Requirement
Minimum street setback	A2-1	None specified
	B2-1	None specified
Site coverage	A2-5	None specified
	B2-5	None specified
Private open space	A3-2	None specified
	B3-5	None specified
Front fence height	A2-7 and B2-8	None specified

3.0
26/04/2024
VC252

Maximum building height requirement for a dwelling, small second dwelling or residential building

None specified.

4.0
26/04/2024
VC252

Application requirements

None specified.

5.0
26/04/2024
VC252

Decision guidelines

None specified.

HINDMARSH PLANNING SCHEME

42.01
31/07/2018
VC148

ENVIRONMENTAL SIGNIFICANCE OVERLAY

Shown on the planning scheme map as **ESO** with a number.

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas where the development of land may be affected by environmental constraints.

To ensure that development is compatible with identified environmental values.

42.01-1
31/07/2018
VC148

Environmental significance and objectives

A schedule to this overlay must contain:

- A statement of environmental significance.
- The environmental objectives to be achieved.

42.01-2
16/10/2025
VC288

Permit requirement

A permit is required to:

- Construct a building or construct or carry out works. This does not apply if a schedule to this overlay specifically states that a permit is not required.
- Construct a fence if specified in a schedule to this overlay.
- Construct bicycle pathways and trails.
- Subdivide land. This does not apply if a schedule to this overlay specifically states that a permit is not required.
- Remove, destroy or lop any vegetation, including dead vegetation. This does not apply:
 - If a schedule to this overlay specifically states that a permit is not required.
 - If the table to Clause 42.01-3 specifically states that a permit is not required.
 - To the removal, destruction or lopping of native vegetation in accordance with a native vegetation precinct plan specified in the schedule to Clause 52.16.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
Subdivide land to realign the common boundary between two lots where: <ul style="list-style-type: none">▪ The area of either lot is reduced by less than 15 percent.▪ The general direction of the common boundary does not change.	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none">▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme.▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within five years prior to the application for a permit for subdivision.	Clause 59.02

HINDMARSH PLANNING SCHEME

Class of application	Provision
Subdivide land into two lots if: <ul style="list-style-type: none"> ▪ The construction of a building or the construction or carrying out of works on the land: <ul style="list-style-type: none"> – Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired. – Has started lawfully. ▪ The subdivision does not create a vacant lot. 	Clause 59.02
Subdivide land into two lots if: <ul style="list-style-type: none"> ▪ A permit has been issued under a provision of a residential zone to construct up to two dwellings on the land and the permit has not expired. ▪ Each lot will contain either: <ul style="list-style-type: none"> – one existing dwelling; or – one dwelling permitted to be constructed in accordance with the permit. 	Clause 59.02
Construct a fence.	Clause 59.05
Remove, destroy or lop one tree provided	Clause 59.06
<ul style="list-style-type: none"> ▪ A permit has not been granted for a VicSmart application to remove, destroy or lop a tree on the same land within the last 12 months. ▪ There is no other current VicSmart application to remove, destroy or lop a tree on the same land. 	
Construct a building or construct or carry out works for:	Clause 59.05
<ul style="list-style-type: none"> ▪ A carport, garage, pergola, verandah, deck, shed or similar structure. ▪ A rainwater tank. <p>The buildings and works must be associated with a dwelling or a small second dwelling.</p>	

42.01-3
16/08/2024
VC262

Table of exemptions

The requirement to obtain a permit does not apply to:	
Emergency works	Vegetation that is to be removed, destroyed or lopped: <ul style="list-style-type: none"> ▪ in an emergency by, or on behalf of, a public authority or municipal council to create an emergency access or to enable emergency works; or ▪ where it presents an immediate risk of personal injury or damage to property. Only that part of the vegetation that presents the immediate risk may be removed, destroyed or lopped under this exemption.
Extractive industry	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of extractive industry in accordance with a work plan approved under the <i>Mineral Resources (Sustainable Development) Act 1990</i> and authorised by a work authority granted under that Act.

HINDMARSH PLANNING SCHEME

The requirement to obtain a permit does not apply to:

Fire protection	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of any of the following fire protection activities:</p> <ul style="list-style-type: none"> ▪ fire fighting; ▪ planned burning; ▪ making or maintenance of a fuelbreak or fire fighting access track (or any combination thereof) that does not exceed a combined width of 6 metres; ▪ making of a strategic fuelbreak up to 40 metres wide by, or on behalf of, a public authority in accordance with a strategic fuelbreak plan approved by the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>); ▪ is ground fuel within 30 metres of a building and is vegetation other than native vegetation; ▪ in accordance with a fire prevention notice issued under either: <ul style="list-style-type: none"> – section 87 of the <i>Fire Rescue Victoria Act 1958</i>; – section 65 of the <i>Forests Act 1958</i>; or – section 41 of the <i>Country Fire Authority Act 1958</i>. ▪ keeping vegetation clear of, or minimising the risk of bushfire ignition from, an electric line in accordance with a code of practice prepared under Part 8 of the <i>Electricity Safety Act 1998</i>; ▪ minimising the risk to life and property from bushfire on a roadside of a public road managed by the relevant responsible road authority, and carried out by, or on behalf of that authority in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>). In this exemption, roadside, public road and responsible road authority have the same meanings as in section 3 of the <i>Road Management Act 2004</i>. <p><i>Note: Additional permit exemptions for bushfire protection are provided at Clause 52.12.</i></p>
Geothermal energy exploration and extraction	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with an operation plan approved under the <i>Geothermal Energy Resources Act 2005</i>.</p>
Greenhouse gas sequestration and exploration	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with an operation plan approved under the <i>Greenhouse Gas Geological Sequestration Act 2008</i>.</p>
Land management or directions notice	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land management notice or directions notice served under the <i>Catchment and Land Protection Act 1994</i>.</p>
Land use conditions	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land use condition served under the <i>Catchment and Land Protection Act 1994</i>.</p>
Mineral exploration and mining	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by the holder of an exploration, mining, prospecting, or retention licence issued under the <i>Mineral Resources (Sustainable Development) Act 1990</i>:</p> <ul style="list-style-type: none"> ▪ that is low impact exploration within the meaning of Schedule 4A of the <i>Mineral Resources (Sustainable Development) Act 1990</i>; or

HINDMARSH PLANNING SCHEME

The requirement to obtain a permit does not apply to:	
	<ul style="list-style-type: none"> ▪ in accordance with a work plan approved under Part 3 of the <i>Mineral Resources (Sustainable Development) Act 1990</i> . <p><i>Note: Schedule 4A of the Mineral Resources (Sustainable Development) Act 1990 specifies limits on the extent of native vegetation that may be removed as part of low impact exploration.</i></p>
Noxious weeds	Vegetation that is a noxious weed subject of a declaration under section 58 or section 58A of the <i>Catchment and Land Protection Act 1994</i> . This exemption does not apply to Australian Dodder (<i>Cuscuta australis</i>).
Pest animal burrows	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the removal of pest animal burrows. In the case of native vegetation the written agreement of an officer of the department responsible for administering the <i>Flora and Fauna Guarantee Act 1988</i> is required before the vegetation can be removed, destroyed or lopped.
Planted vegetation	Vegetation that is to be removed, destroyed or lopped that was either planted or grown as a result of direct seeding for Crop raising or Grazing animal production.
Railways	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to maintain the safe and efficient function of an existing railway, or railway access road, in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>).
Regrowth	Vegetation that is to be removed, destroyed or lopped that has naturally established or regenerated on land lawfully cleared of naturally established vegetation, and is: <ul style="list-style-type: none"> ▪ bracken (<i>Pteridium esculentum</i>); or ▪ within the boundary of a timber production plantation, as indicated on a Plantation Development Notice or other documented record, and has established after the plantation. <p>This exemption does not apply to land on which vegetation has been destroyed or otherwise damaged as a result of flood, fire or other natural disaster.</p>
Road safety	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by or on behalf of a public authority or municipal council to maintain the safe and efficient function of an existing public road in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>).
Stone exploration	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of Stone exploration. The maximum extent of vegetation removed, destroyed or lopped under this exemption on contiguous land in the same ownership in a five year period must not exceed any of the following: <ul style="list-style-type: none"> ▪ 1 hectare of vegetation which does not include a tree. ▪ 15 trees with a trunk diameter of less than 40 centimetres at a height of 1.3 metres above ground level. ▪ 5 trees with a trunk diameter of 40 centimetres or more at a height of 1.3 metres above ground level. <p>This exemption does not apply to costeaning and bulk sampling activities.</p>

HINDMARSH PLANNING SCHEME

The requirement to obtain a permit does not apply to:	
Surveying	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by, or on behalf of, a licenced surveyor (within the meaning of section 3 of the <i>Surveying Act 2004</i>) using hand-held tools to establish a sightline for the measurement of land.
Traditional owners	Vegetation that is to be removed, destroyed or lopped by a person acting under, and in accordance with: <ul style="list-style-type: none"> ▪ a natural resources agreement under Part 6 of the <i>Traditional Owners Settlement Act 2010</i> ; or ▪ an authorisation order made under sections 82 or 84 of the <i>Traditional Owner Settlement Act 2010</i> as those sections were in force immediately before the commencement of section 24 of the <i>Traditional owners Settlement Amendment Act</i> in 2016 (1 May 2017).
Tram stops	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by or on behalf of the Head, Transport for Victoria to construct a tram stop, including a tram stop shelter.
Transport land	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by or on behalf of the Head, Transport for Victoria on land in a Transport Zone, or in a Public Acquisition Overlay if the Head, Transport for Victoria is the acquiring authority, to construct or maintain transport system infrastructure.

42.01-4
31/07/2018
VC148

Application requirements

An application must be accompanied by any information specified in a schedule to this overlay.

42.01-5
31/07/2018
VC148

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and Planning Policy Framework.
- The statement of environmental significance and the environmental objective contained in a schedule to this overlay.
- The need to remove, destroy or lop vegetation to create a defensible space to reduce the risk of bushfire to life and property.
- Any other matters specified in a schedule to this overlay.

SCHEDULE 6 TO CLAUSE 42.01 ENVIRONMENTAL SIGNIFICANCE OVERLAY

Shown on the planning scheme map as ESO6 .

CATCHMENTS OF WETLANDS OF CONSERVATION VALUE

1.0

Statement of environmental significance

The Hindmarsh Shire contains numerous low-lying areas that hold wetland conservation values. These conservation values indicate areas that may be of ecological significance. Each of these wetlands of conservation value has the potential to receive water from the primary catchment areas identified in ESO6, as defined by the topography of the landscape. Development and land use within these primary catchments has the ability to affect the quality and quantity of water entering the wetlands of conservation value, and as such, degrade their ecological condition.

The Wimmera Catchment Management Authority has undertaken investigations that seek to identify the location of a range of conservation values of various wetlands. Wetlands identified as being of conservation value are included in ESO5. The primary catchments of wetlands of conservation value are included in ESO6. These sites are identified in *Shire of Hindmarsh, Wetlands and Catchments of Conservation Value (WCMA 2007) Decision Guidelines* which is incorporated in this Scheme (Clause 72.04).

Development and land use within the primary catchment of wetlands of conservation value must be controlled to ensure that it does not degrade the ecological condition of wetlands of conservation value.

2.0

Environmental objective to be achieved

- To ensure that land use and development within the primary catchment areas (ESO6) of wetlands of conservation value (ESO5), does not impact on the ecological condition of these wetlands.
- To prevent waste discharge, nutrients, other pollutants and increased turbidity of water within the primary catchment areas (ESO6) from degrading the ecological condition of wetlands of conservation value (ESO5).
- To ensure that changes to the biological, physical and chemical quality and quantity of water entering wetlands of conservation value (ESO5) from the primary catchment area (ESO6) does not degrade its ecological condition.
- To ensure that the increase or decrease of surface runoff or concentration of surface water runoff from primary catchment areas (ESO6) does not lead to erosion and siltation of conservation value wetlands (ESO5).
- To maintain or enhance the ability of wetlands of conservation value (ESO5) to carry natural flows.
- To prevent changes in surface water flow within primary catchment areas (ESO6) from degrading the ecological condition of wetlands of conservation value (ESO5).
- To protect, conserve and encourage the long term future of fauna and flora habitats in wetlands of conservation value.
- To protect threatened wetland flora and fauna within wetlands of conservation value.
- To ensure that any land use and development within a primary catchment area (ESO6) is consistent with maintaining the existing ecological condition of the wetlands of conservation value (ESO5).
- To recognise the significance of wetlands identified under the Ramsar treaty and support the strategic management of Ramsar sites.
- To protect or enhance the ecological condition of wetlands that have low levels of modification from further modification.

HINDMARSH PLANNING SCHEME

- To identify wetlands listed on the Directory of Significant Wetlands and support the implementation of the recommendations of the Directory.
- To protect the ecological condition of wetland types, identified in Wimmera Catchment Management Authority Wetland Mapping (2004), as depleted since Corrick Wetland Mapping (1994) from further loss.
- To identify and support the management of wetlands protected under the Flora and Fauna Guarantee Act (1988).
- To ensure that the natural alignment of waterways are not altered.

3.0

22/07/2021
C17hind

Permit requirement

A permit is required for:

- Earthworks.
- Vegetation removal.
- Generation of wastewaters.
- Construction of a fence that may obstruct the flow of water.

A permit is not required for:

- Construction of a building.
- Informal outdoor recreation.
- Unenclosed buildings.
- Repairs and routine maintenance to existing buildings and works.
- A building or works carried out by or on behalf of a public land manager or Parks Victoria under the Local Government Act 1989, the Reference Areas Act 1978, the National Parks Act 1975, the Fisheries Act 1995, the Wildlife Act 1975, the Forest Act 1958, the Water Industry Act 1994, the Water Act 1989, the Marine Act 1988, the Port of Melbourne Authority Act 1958, the Land Act 1958 or the Crown Land (Reserves) Act 1978.
- The construction of a post and wire fence that does not obstruct the flow of water.

4.0

22/07/2021
C17hind

Application requirements

None specified.

5.0

22/07/2021
C17hind

Decision guidelines

The following decision guidelines apply to an application for a permit under Clause 42.01, in addition to those specified in Clause 42.01 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- The Incorporated Document titled *Shire of Hindmarsh, Wetlands and Catchments of Conservation Value (WCMA 2007) Decision Guidelines*.

6.0 Referral of application

All applications made under this Schedule must be referred in accordance with Section 55 of the Act to the referral authority specified in Clause 66.04 or a schedule to that Clause.



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

Page 1 of 1

VOLUME 07978 FOLIO 103

Security no : 124132668530E
Produced 04/03/2026 11:10 AM

LAND DESCRIPTION

Lot 97 on Plan of Subdivision 003582.
PARENT TITLE Volume 07850 Folio 008
Created by instrument 2589376 22/09/1953

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

LYNDA JANE LAWRENCE of UNIT 2 2 SCHULZ STREET BENTLEIGH EAST VIC 3165
AX290971S 25/09/2023

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP003582 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 54-56 ROY STREET JEPARIT VIC 3423

DOCUMENT END

Imaged Document Cover Sheet

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Document Identification	LP003582
Number of Pages (excluding this cover sheet)	1
Document Assembled	04/03/2026 11:10

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LP 3582
 EDITION 1
 PLAN MAY BE LODGED 11/11/92.

COLOUR CODE
 E-1 = BROWN

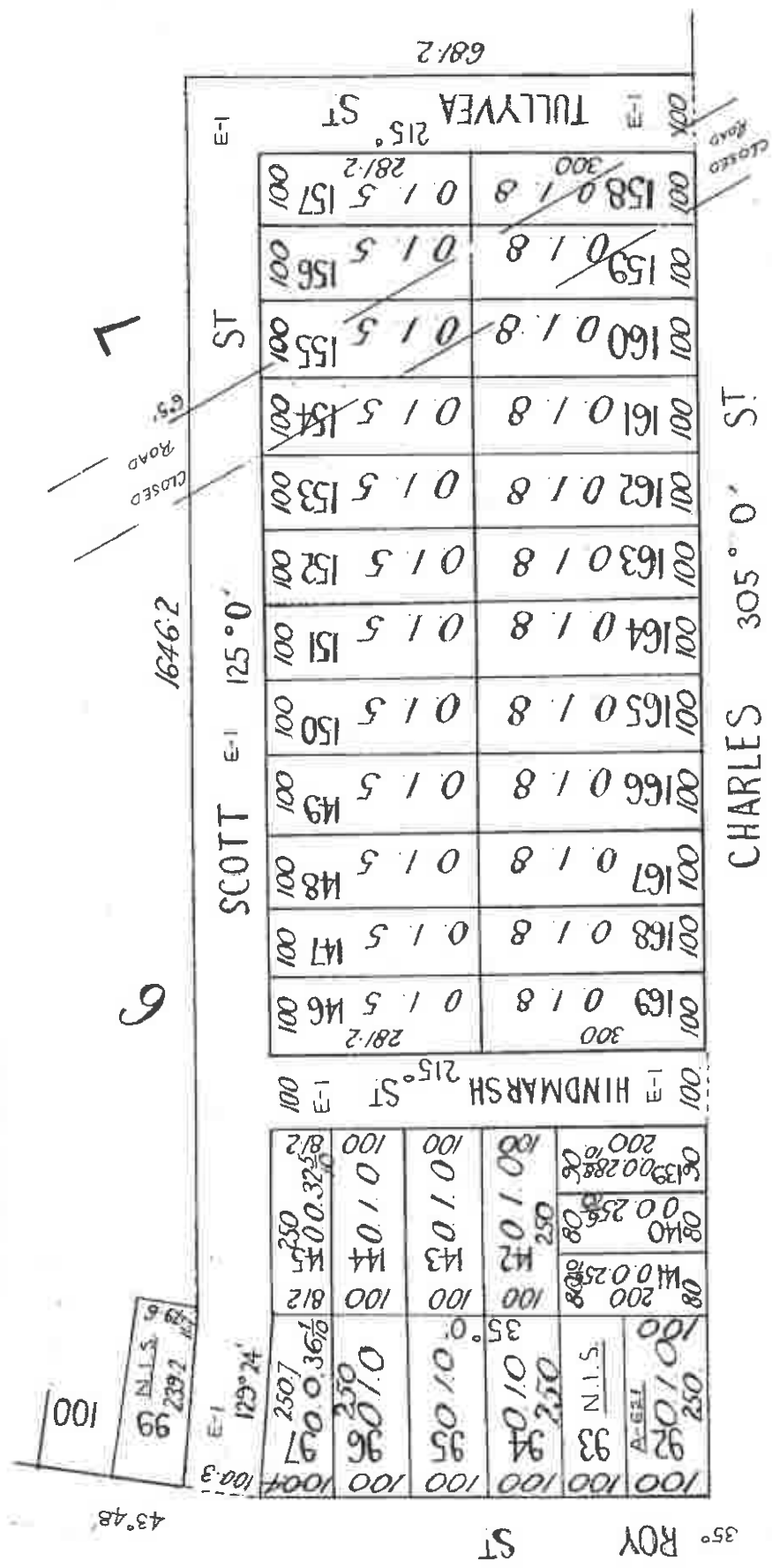
ROADS COLOURED BROWN

PLAN OF SUBDIVISION OF
 PORTION OF CROWN ALLOTMENTS
 6 AND 7 AND CLOSED ROAD
 TOWNSHIP OF JEPARIT
PARISH OF JEPARIT

COUNTY OF BORUNG

VOL 2452 FOL 242

Measurements are in Links
 Conversion Factor
 LINKS x 0.201168 = METRES



99
 2397
 99
 2397

43° 48'

E-1
 129° 24'

SCOTT ST E-1 125° 0'

CHARLES ST 305° 0'

ROY ST 35°

HINDMARSH ST 215°

TULLYVEA ST 215°

681.2

CLOSED ROAD

CLOSED ROAD

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Property Clearance Certificate

Land Tax



INFOTRACK / STAWELL & DISTRICT PROPERTY TRANSFERS

Your Reference:	26145
Certificate No:	98041652
Issue Date:	04 MAR 2026
Enquiries:	ESYSPROD

Land Address: 54 -56 ROY STREET JEPARIT VIC 3423

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45909893	97	3582	7978	103	\$0.00

Vendor: LYNDA LAWRENCE
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS LYNDA JANE LAWRENCE	2026	\$29,000	\$0.00	\$0.00

Comments:

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

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$29,000
SITE VALUE (SV):	\$29,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 98041652

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$29,000

Calculated as \$0 plus (\$29,000 - \$0) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$290.00

Taxable Value = \$29,000

Calculated as \$29,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 98041652

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 98041652

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / STAWELL & DISTRICT PROPERTY TRANSFERS

Your Reference:	26145
Certificate No:	98041652
Issue Date:	04 MAR 2026
Enquires:	ESYSPROD

Land Address:	54 -56 ROY STREET JEPARIT VIC 3423				
Land Id	Lot	Plan	Volume	Folio	Tax Payable
45909893	97	3582	7978	103	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
100	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$29,000
SITE VALUE:	\$29,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98041652

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / STAWELL & DISTRICT PROPERTY TRANSFERS

Your Reference: 26145
Certificate No: 98041652
Issue Date: 04 MAR 2026

Land Address: 54 -56 ROY STREET JEPARIT VIC 3423

Lot	Plan	Volume	Folio
97	3582	7978	103

Vendor: LYNDA LAWRENCE

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 98041652

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

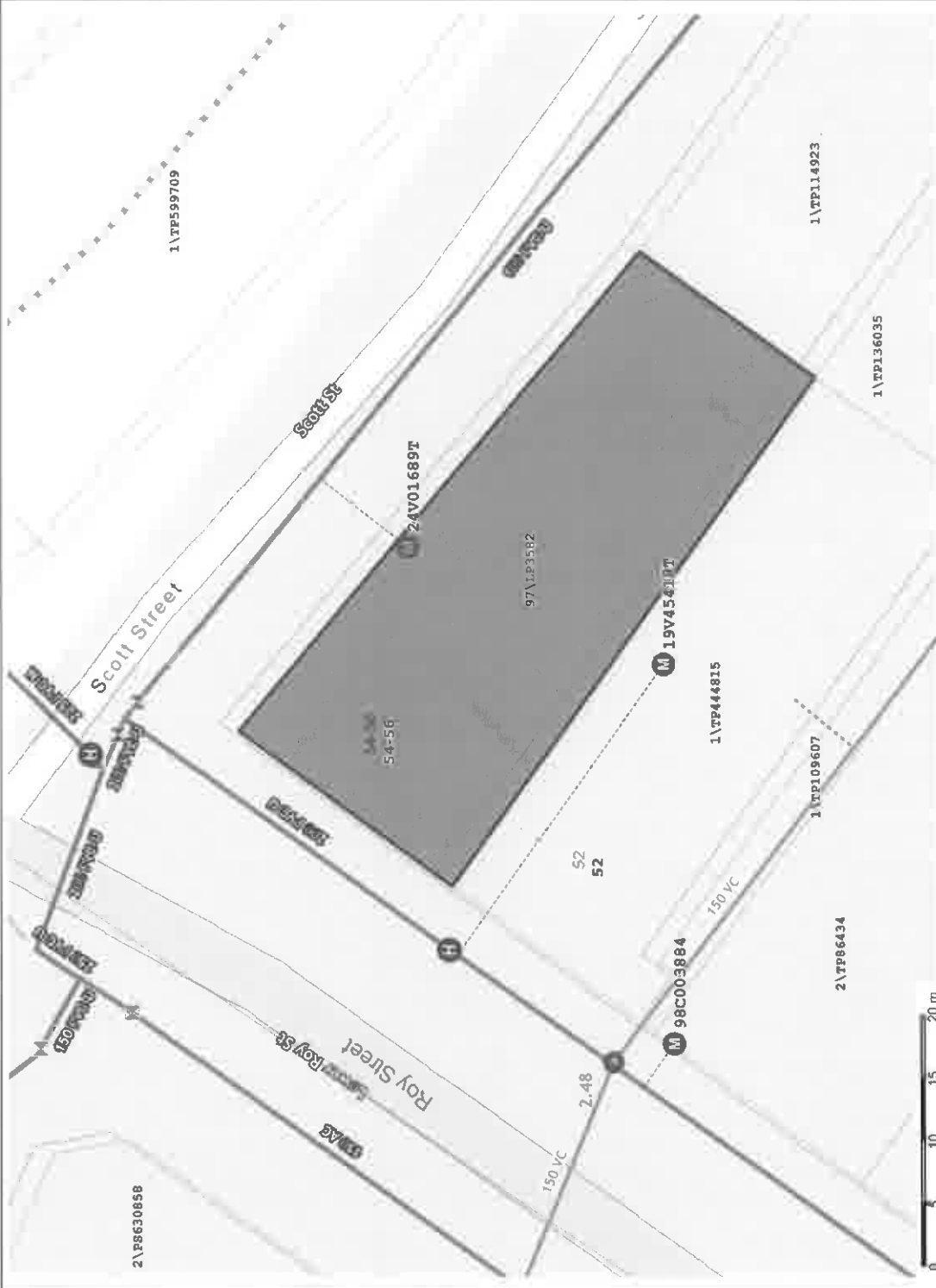
9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 98041650</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 98041650</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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Legend:

- Water Meters
- Fire
- Groundwater
- Rural
- Urban
- Rebber
- Wetlands
- Hydrants
- Electronic Standpipe
- Rural Hydrants
- Urban Hydrants
- Hydrants Out of Service
- Water System Valves
- Out Of Service Valves
- Rural System Valves
- Urban System Valves
- Rural System Valves
- Urban System Valves
- Water Control Valves
- Rural Air Valve
- Urban Air Valve
- Reuse Air Valve
- Rural Scour Valves
- Urban Scour Valves
- Reuse Scour Valves
- Water Main
- Out of Service
- Urban Water Treated
- Urban Untreated Water
- Urban Water - Private
- Reclaim Water Non Urban
- Reclaim Water Urban
- Rural Water Untreated - GWM/Water
- Rural Water - Private
- Water Lateral
- Sewer Services
- Sewer Network Structure
- Pressure Sewer Uprate
- Sewer System Valve
- Sewer Manhole
- Sewer Manhole
- Manhole
- Maintenance Training Point
- Sewer Control Valve
- Sewer Air Valve
- Sewer Flap Valve
- Sewer Scour
- Relief Sewer Man
- Sewer Man
- Gravity
- Pressure
- Rising
- Out of Service
- Private Line
- Sewer Lateral



Disclaimer
 Digital Mapping Solutions does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that GWM/Water shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.

04/03/2026
 Scale 1:500
 # GDA94 / MGA zone 54





JBS&G65311-152538
L01 (Contam Review Lot 97 Plan 003582) rev A

8 June 2023

ATT: Jonathan Ayoub
New Pleasant Investments Pty Ltd
Via email: jonathan@jonvana.com.au

**Review of Available Contamination Data
Former Mobil Jeparit Service Station, 54-56 Roy St, Jeparit Vic
Lot 97 on Plan of Subdivision 003582. Volume 07850 Folio 008**

Dear Mr Ayoub,

JBS&G Australia Pty Ltd (JBS&G) has been engaged by New Pleasant Investments Pty Ltd (NPI, the client) to undertake a review of available contamination assessments for the former Mobil Service Station located at 54-56 Roy St Jeparit Vic. The site is legally identified as Lot 97 of Plan of Subdivision 003582, Volume 07850 Folio 008.

JBS&G has been provided with:

- *Phase 1 Environmental Site Assessment – Fuel Depot, 56 Roy Street, Jeparit, Victoria, Site No. IP5343, 25 February 2006, Parsons Brinckerhoff Australia Pty Ltd;*
- *Phase 2 Environmental Site Assessment Mobil Fuel Depot (IP5343) 56 Roy Street, Jeparit, Victoria, 13 April 2016, URS Australia Pty Ltd;*
- *Post Phase 2 Environmental Site Assessment Former Mobil Fuel Depot (IP5343) 56 Roy Street, Jeparit, Victoria, 11 August 2008, URS Australia Pty Ltd;*
- *UST Removal – 54-56 Roy Street, Jeparit, VIC (site #8109), 20 October 2015, Tonkin & Taylor Environmental Pty Ltd;*
- *Demolition Completion Report Former Mobil Jeparit Service Station (8109) 56 Roy Street Jeparit, Victoria 3423, 1 December 2015, Kleinfelder Australia Pty Ltd;*
- *Groundwater Monitoring Event- Milestone 11 54-56 Roy Street, Jeparit, VIC, January 2018, Tonkin & Taylor Environmental Pty Ltd; and*
- *Section 53X Environmental Audit of Land 54 – 56 Roy Street, Jeparit, VIC 3423 EPA CARMS Reference: 73629-1 EPA Service Order Number: 8004681, 15 November 2022, ERM Australia Pty Ltd*

Prior to 1953 the site was part of a larger property, used as a farm and associated residence from the late 1800's. The site was acquired by the Livingstone Family in 1953 and was used as a service station through various ownership including Mobil Oil Australia Pty Ltd until 2004. In 2015 all petroleum related infrastructure is reported to have been removed from the site inclusive of two underground storage tanks (USTs), fuel dispensers, an oil-water separator, drains and associated pipework and vent lines.

Soil remediation, to remove petroleum hydrocarbon contamination, was undertaken as per works completed during site demolition and decommissioning during 2015, and a subsequent program of targeted soil remediation completed during 2018. Validation sampling to confirm the effectiveness of the works was completed in 2015 and 2018. The soil remediation works have been demonstrated

to have been completed to a standard to render the site environmentally suitable for a future residential use.

Soil vapour and groundwater beneath the site has been confirmed by the most recent assessments to be substantially free of detectable levels of petroleum-based contaminants. Groundwater has been confirmed as suitable for extraction and potential future uses including recreational, commercial and industrial uses. Background levels of dissolved solids preclude consideration of potential potable or irrigation uses.

Based on the extent of assessments reviewed the site is now characterised as being free of soil and groundwater contamination that would pose a potential unacceptable risk to a standard residential site use.

Should you require clarification, please contact the undersigned on 02 8245 0300 or by email mparkinson@jbsg.com.au.

Yours sincerely:

A handwritten signature in black ink, appearing to read 'M. Parkinson', with a stylized flourish at the end.

Matthew Parkinson CEnvP (SC)
Senior Principal
JBS&G Australia Pty Ltd

Attachment 1. Limitations

Attachment 1 – Limitations

This report has been prepared for use by the client who has commissioned the works in accordance with the project brief only, and has been based in part on information obtained from the client and other parties.

The advice herein relates only to this project and all results conclusions and recommendations made should be reviewed by a competent person with experience in environmental investigations, before being used for any other purpose.

JBS&G accepts no liability for use or interpretation by any person or body other than the client who commissioned the works. This report should not be reproduced without prior approval by the client, or amended in any way without prior approval by JBS&G, and should not be relied upon by other parties, who should make their own enquires.

Sampling and chemical analysis of environmental media is based on appropriate guidance documents made and approved by the relevant regulatory authorities. Conclusions arising from the review and assessment of environmental data are based on the sampling and analysis considered appropriate based on the regulatory requirements.

Limited sampling and laboratory analyses were undertaken as part of the investigations undertaken, as described herein. Ground conditions between sampling locations and media may vary, and this should be considered when extrapolating between sampling points. Chemical analytes are based on the information detailed in the site history. Further chemicals or categories of chemicals may exist at the site, which were not identified in the site history and which may not be expected at the site.

Changes to the subsurface conditions may occur subsequent to the investigations described herein, through natural processes or through the intentional or accidental addition of contaminants. The conclusions and recommendations reached in this report are based on the information obtained at the time of the investigations.

This report does not provide a complete assessment of the environmental status of the site, and it is limited to the scope defined herein. Should information become available regarding conditions at the site including previously unknown sources of contamination, JBS&G reserves the right to review the report in the context of the additional information.



Kleinfelder Australia Pty Ltd
ABN: 23 146 082 500
Level 1, 95 Coventry Street
South Melbourne VIC 3205
T| 03 9907 6000 F| 03 9907 6090
www.kleinfelder.com/australia

1 December 2015

20160555.001A/8109/MLB15R26868

Mr. Luis Cifuentes
Mobil Oil Australia Pty Ltd
12 Riverside Quay
Southbank, Victoria 3006

Attention: Mr. Luis Cifuentes

Email: luis.cifuentes@exxonmobil.com

Subject: Demolition Completion Report
Former Mobil Jeparit Service Station (8109)
56 Roy Street
Jeparit, Victoria 3423

Kleinfelder Australia Pty Ltd (Kleinfelder) was commissioned by Mobil Oil Australia Pty Ltd (Mobil) to undertake demolition of the former Mobil Jeparit Service Station (8109), located at 56 Roy Street, Jeparit, Victoria (site).

SCOPE OF WORKS

The works were undertaken between 7 September and 22 September 2015 under the supervision of Kleinfelder by Ross Mitchell and Associates (RMA). The scope of works included the following:

- Obtaining approvals including: a Development Application permit, local council closure of footpath permit, water authority disconnection of utilities.
- Removal of hazardous materials identified in the hazardous materials report (*Inspection and Evaluation of Hazardous Materials for Tonkin & Taylor Pty Ltd at 54 – 56 Roy Street, Jeparit*, (EnviroProtect Pty Ltd, December 2012).
- Demolition of the brick building, steel clad work shop and storage shed.
- Break up and removal of the concrete slab and footings.

- Load out and disposal of all waste materials.
- Installation of a 1.8 metre high wire mesh fence around the perimeter of the site.

WASTE DISPOSAL

The following export of waste materials were completed:

- 272 kg of bonded asbestos waste comprising cemented sheeting tiles, an electrical board and cabinet and a former cement Telstra pit was disposed of at Horsham Rural City Council Landfill – Dooen Landfill.
- 54.34 tonnes of demolition hard waste was disposed of at Horsham Rural City Council Landfill – Dooen Landfill.
- 394.2 tonnes of clean concrete and brick was disposed of at Horsham Rural City Council Landfill – Dooen Landfill for Recycling.
- 15 tonnes of scrap steel comprising of building framework and roofing materials was transported to Horsham Demolition and Excavation for recycling.

Waste transport documentation is presented in the Demolition Completion Report prepared by RMA (**Appendix A**).

FINAL SITE CONDITION

The site was left as a flat level site with 1.8 metre high fence with barbed wire surrounding the perimeter of the site. A padlocked gate was installed at the south east of the site. The sand fill material that was beneath the concrete slab was track rolled with the excavator.

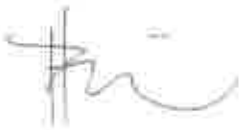
A stockpile of soil, as result of subsequent underground storage tank removal works and the excavated soil from the post holes for the fence, were left in the centre of the site. This soil was covered and placed on plastic sheeting.

All identified groundwater monitoring wells were left in situ, slightly protruding from the ground and were in a functional condition.

If you require additional information or clarification, please contact the undersigned at (03) 9907 6000.

Sincerely,

Kleinfelder Australia Pty Ltd



Prue Rice

Environmental Scientist



Stuart Wright

Project Manager

ATTACHMENTS

Appendices

Appendix A: RMA Demolition Completion Report

Appendix B: Limitations

APPENDIX A: RMA DEMOLITION COMPLETION REPORT



Po Box 4149,
Strathfield South, NSW 2136
Phone: 1300 798 808
Fax: 02 9642 0111
info@rmagroup.com.au
www.rmagroup.com.au

RMA Facilities Maintenance Pty Ltd
RMA Contracting Pty Limited
RMA Construction Group Pty Ltd
Trading as:
RMA Group
ABN: 99 158 970 891
ABN: 28 092 116 704
ABN: 51 137 904 557

Licensed for:
Friable & Bonded Asbestos
Lead Safe Contractor
Unrestricted Demolition
Building & Construction

New South Wales
Queensland
Victoria
ACT
Western Australia
Tasmania

COMPLETION REPORT Rev.1

FOR KLEINFELDER PTY LTD

DEMOLITION WORKS
FORMER MOBIL DEPOT
54-56 Roy Street, Jeparit, Victoria

29th OCTOBER 2015





Introduction

On 8th September 2015, RMA Contracting commenced demolition of the former Mobil Depot located at 54-56 Roy Street, Jeparit, Victoria.

The project included service disconnection, asbestos removal, mechanical demolition of above ground structures, removal of all concrete pavements and erection of a 1.8m chain mesh fence around the site.

Stage one of the project was completed on Tuesday 15th September 2015 and stage 2 including erection of fencing was completed from 19th September- 22nd September.

Export

The following export of waste materials were completed:

Bonded Asbestos Waste:

272 kg of bonded asbestos waste was disposed of at Horsham Rural City Council Landfill – Dooen Landfill

Demolition Hard Waste:

54.34 tonnes of demolition hard waste was disposed of at Horsham Rural City Council Landfill – Dooen Landfill

Concrete:

394.2 tonnes of clean concrete and brick was disposed of at Horsham Rural City Council Landfill – Dooen Landfill for Recycling.

Scrap Steel:

20 tonnes of scrap steel including building framework a 10,000 litre and a 5000 litre UST was transported to Horsham Demolition and Excavation for recycling.

Table of Contents

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APPENDIX A – Hazardous Materials Clearance Certificates	4
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APPENDIX E – Steel Disposal Dockets	8
APPENDIX F – Electrical Isolation Certificate	9
APPENDIX G – Completion Photos	10

APPENDIX A – Hazardous Materials Clearance Certificates



10 September 2015

Our ref: M2622

Stewart Dearden B.E. (Hons)
Senior Project Manager, Remediation and Civil
RMA Contracting
12/ 6 - 20 Braidwood Street
Strathfield South, NSW 2136

Stewart@rmagroup.com.au

**RE: CLEARANCE CERTIFICATE FOR ASBESTOS WORKS – FORMER MOBIL DEPOT –
ROY STREET, JEPARIT, VICTORIA**

Asbestos removal works at the Jeparit Depot (54 – 56 Roy Street, Jeparit, Vic 3423) were completed on 8th September 2015. The removal works were conducted to allow subsequent demolition of the site structures.

The works involved the removal of asbestos containing materials which were identified in the EnviroProtect Survey Report: Division 6 Audit Report – EP # 30520 December 2012.

Removal works were completed by Horsham Backhoe hire.

The results of the visual inspection conducted on 8th September 2015 found that all visible asbestos residues resulting from the removal works process had been removed and that the asbestos work area is now considered suitable for re-entry by unprotected personnel.

A summary of the completed works and the Clearance Certificate are attached.

Should you require any additional information, please do not hesitate to contact me.

Yours faithfully,

EVA AND ASSOCIATES PTY LTD

ZAC MCGANN
EVA AND ASSOCIATES PTY LTD
GRAD DIP OCC & ENVIRO HEALTH, CPMSIA, RSP (AUST)



ATTACHMENTS:

1. CLEARANCE CERTIFICATE

Eva and Associates Clearance Certificate for Asbestos Works



OHS and Environmental
Risk Management

Client Information

Client Name	RMA Contracting
Client Contact	Stuart Dearden

Works Information

Eva and Associates Job Number	M2622
Site Name	ExxonMobil Depot Jeparit
Site Address	54 – 56 Roy Street Jeparit, Vic 3423
Asbestos Removalist Name	Horsham Backhoe hire

Specific Work Area

- South small shed and workshop shed
- Kitchenette & other internal passageways
- External area / tank stand

Asbestos Material – Areas Cleared

- Asbestos cement sheeting and debris removed. Other cement sheet debris removed. 2x Zelemite electrical fuse boxes removed intact.
- Linoleum / vinyl floor coverings and underlay materials removed. Zelemite electrical fuse boxes removed intact.
- Bitumous material to underside of tank removed.

Asbestos Hygiene Services

Date inspected and found to be satisfactory	8 th September 2015
---	--------------------------------

Eva and Associates Consultant Name	Zachary McGann
------------------------------------	----------------

Background or boundary air monitoring was satisfactory?	Yes <input checked="" type="checkbox"/>	Awaiting Results <input type="checkbox"/>	Not Conducted <input type="checkbox"/>
---	---	---	--

Clearance Certificate Authorisation

The asbestos work area(s) was inspected and all visible asbestos residues resulting from the works process had been removed. The results of the visual inspection indicate that the asbestos work area(s) is now considered suitable for re-entry by unprotected personnel




Grad Dip Occ & Enviro Health, CPMSIA, RSP (Aust)

Signature

Date: **08.09.2015**

Comments/Remaining Asbestos Items

All materials non-friable (bonded Asbestos)

Additional materials than what was identified in the EnviroProtect Hazardous material report identified and removed.

ASBESTOS FIBRE MONITORING REPORT

Page 1 of 1

REPORT DATE: 10th September 2015

TEST DATE: 08th September 2015

JOB NUMBER: M2622

CLIENT: RMA Contracting
12/ 6 - 20 Braidwood Street (Post Box 4149)
Strathfield South NSW 2136

SITE ADDRESS: 54 – 56 Roy Street, Jeparit, Vic 3423

ATTENTION: Stewart Dearden
Senior Project Manager, Remediation and Civil

TYPE OF TEST: Background monitoring during removal of bonded asbestos materials

MONITORING PERIOD: 1015 - 1230 hours

SAMPLED BY: Zac McGann - Eva and Associates Pty Ltd

TEST METHOD: Sampling methodology and analysis in accordance with *the Membrane Filter Method for Estimating Airborne Asbestos Fibres 2nd Edition* [NOHSC:3003(2005)] and Identifibre method No 1. Analysis of the membrane filter samples conducted by Identifibre Pty Ltd, NATA 15132, Report 20858-1-mon.

Sample number	Sample Location	Time on	Time off	Average Flow rate mL/min	Fibres / field	Fibre Concentration (f/ml)
M2622 / 1	West side of shed closest to Supermarket	1015	1230	2000	1/100	<0.01
M2622 / 1	North side – in front of building	1015	1230	2000	1/100	<0.01

Comments:

All results are below the detection limit of the method, indicating a negligible health risk in the area tested. The areas are safe for re-occupancy by unprotected personnel.

Yours faithfully,

EVA AND ASSOCIATES PTY LTD

ZAC MCGANN
EVA AND ASSOCIATES PTY LTD
GRAD DIP OCC & ENVIRO HEALTH, CPMSIA, RSP (AUST)



APPENDIX B – Asbestos Disposal Dockets

ENVIRONMENT PROTECTION AUTHORITY WASTE TRANSPORT CERTIFICATE

1197923



Regulatory
Programs Unit
GPO BOX 4395
MELBOURNE 3001

PART A

To be completed by the Producer of the Waste.

1. Name of Waste Producer
Blue Star Corporation
 Address of Site of Waste Source
50-54, O'Connell Street
7241 Postcode
 Name of Emergency Contact
STEFAN PFE Phone 03 9417 9881

2. Proposed Disposal/Treatment/Storage Site
DOOREN LANDFILL State VIC

3. Intended Disposal Route - Recycling Storage Landfill Incineration Energy Recovery Immobilisation Chem/Phys Treatment Biodegradation Other

4. Description of Waste
WASTES SHIPPED
ELECTRICAL BATTERIAL PACKS

5. Waste Code No. 2 NR20 Hazard Category C Contaminants CO Waste Origin 3109
 U.N. Number 2794 Class 9 Packing Group III Bulk/No. of Packages

Amount of Waste kilograms or cubic metres or litres
 I declare that to the best of my knowledge and belief the above information is true and correct.
 Name and Position STEFAN PFE
 Signature [Signature] Date 08/09/15

PLEASE USE BLOCK LETTERS

PART B

To be completed by the Waste Transporter

6. Name of Transporter Blue Star Corporation
 Address [Address]
 Vehicle No 1 Registration 1-BA-511 Transport Permit No. 014233 Vehicle No 2 Registration 532458 Transport Permit No. 14169
 I acknowledge receipt of the waste described in part A
 Name (in block letters) SHANE ISBEL
 Signature [Signature] Date 08/09/15

COPY 2 - TO BE RETAINED BY THE PERSON/COMPANY WHO COMPLETED PART A

PART C

To be completed by the Depot Receiving Waste.

7. Name of Disposal/Treatment/Storage Facility Dooren Landfill Licence No. 12067
 Address Lodlans Road, Dooren Type of Treatment A05

8. Amount of Waste 220 kilograms or cubic metres or litres

9. Are there any discrepancies between the wastes described above and the waste received?
 YES NO Briefly note discrepancy.

10. Name and address of any other waste receiver to which the waste receiver intends that the waste be transported
N/A

11. I hereby acknowledge acceptance of the waste described in part A
 Name SHANE ISBEL
 Signature [Signature] Date 08/09/15

EPA-F012

APPENDIX C – Concrete/Brick Disposal Dockets

WB-070964	11/09/2015	YTY738	CLEAN CONCRETE	0.000	44.900	19.460	25.440
WB-070972	11/09/2015	YTY738	CLEAN CONCRETE	0.000	45.880	19.340	26.540
WB-070978	14/09/2015	YQQ055	CLEAN CONCRETE	0.000	46.240	17.380	28.860
WB-070982	14/09/2015	YTY738	CLEAN CONCRETE	0.000	48.700	19.440	29.260
WB-070983	14/09/2015	YQQ055	CLEAN CONCRETE	0.000	44.880	17.260	27.620



HORSHAM RURAL CITY COUNCIL

Period ending 01/09/2015 - 30/09/2015

WB-070987	14/09/2015	YTY738	CLEAN CONCRETE	0.000	46.380	19.420	26.960
WB-070990	14/09/2015	YQQ055	CLEAN CONCRETE	0.000	43.520	17.140	26.380
WB-070995	14/09/2015	YTY738	CLEAN CONCRETE	0.000	39.500	19.300	20.200
WB-070996	14/09/2015	YQQ055	CLEAN CONCRETE	0.000	47.360	17.140	30.220
WB-071001	15/09/2015	YQQ055	CLEAN CONCRETE	0.000	44.680	17.340	27.340
WB-071005	15/09/2015	YQQ055	CLEAN CONCRETE	0.000	45.860	17.180	28.680
WB-071017	15/09/2015	YQQ055	CLEAN CONCRETE	0.000	42.620	17.180	25.440
WB-071018	15/09/2015	YTY738	CLEAN CONCRETE	0.000	45.180	21.920	23.260
WB-071019	16/09/2015	YTY738	CLEAN CONCRETE	0.000	45.420	19.500	25.920
WB-071056	18/09/2015	YTY738	CLEAN CONCRETE	0.000	41.480	19.400	22.080

0.000 394.200

0.000 394.420

0.000 448.760



Horsham Rural City Council

ABN 37 019 724 765

ACCOUNT INVOICE

WB-071005



Horsham Rural City Council

ABN 37 019 724 765

ACCOUNT INVOICE

WB-070995

Clean concrete

Rate	100.00	Qty	0.2868	Amount	28.68
Unit	m ²				
Subtotal					28.68



Horsham Rural City Council

ABN 37 019 724 765

Clean concrete

Rate	100.00	Qty	0.2020	Amount	20.20
Unit	m ²				
Subtotal					20.20



Horsham Rural City Council

ABN 37 019 724 765

ACCOUNT INVOICE

Rate	100.00	Qty	0.2594	Amount	25.94
Unit	m ²				
Subtotal					25.94

Clean concrete

Rate	100.00	Qty	0.2638	Amount	26.38
Unit	m ²				
Subtotal					26.38

Horsham Rural City Council

ACCOUNT INVOICE

Rate	100.00	Qty	0.2638	Amount	26.38
Unit	m ²				
Subtotal					26.38

Clean concrete

Rate	100.00	Qty	0.2638	Amount	26.38
Unit	m ²				
Subtotal					26.38

Horsham Rural City Council



Horsham Rural City Council

ABN 37 019 724 765

ACCOUNT INVOICE

WB-070964

TRUCK ID
CUSTOMER

Clean concrete

DATE	TRUCK ID	CUSTOMER	AMOUNT
25-09			



Horsham Rural City Council

ABN 37 019 724 765

ACCOUNT INVOICE

WB-071056

TRUCK ID
CUSTOMER

Clean Concrete

DATE	TRUCK ID	CUSTOMER	AMOUNT
22-08			



Horsham Rural City Council

ABN 37 019 724 765

ACCOUNT INVOICE

WB-072515

TRUCK ID
CUSTOMER

Clean Concrete

DATE	TRUCK ID	CUSTOMER	AMOUNT
25-09			

APPENDIX D – Demolition Waste Disposal Dockets

HORSHAM RURAL CITY COUNCIL

Period ending 01/09/2015 - 30/09/2015



RMA CONTRACTING PTY LTD

<DEFAULT>

HARDWASTE

Docket No	Date Out	Registration	Product Name	OrderNo	Qty	Gross	Yare	Net
WB-070958	11/09/2015	YTY738	HARDWASTE		0.000	29.460	19.500	9.960
WB-070976	11/09/2015	YTY738	HARDWASTE		0.000	24.960	19.340	5.620
WB-070977	14/09/2015	YTY738	HARDWASTE		0.000	32.360	19.480	12.880
WB-070999	15/09/2015	YTY738	HARDWASTE	JEPARIT	0.000	45.380	19.500	25.880
					0.000			54.340
					0.000			54.340



Horsham Rural City Council

ABN 37 019 724 765

ACCOUNT INVOICE

WB 0709

TRUCK ID
CUSTOMER

TRUCK ID

TRUCK ID

Hard waste

TRUCK ID

TRUCK ID

TRUCK ID

12.88

CUSTOMER



Horsham Rural City Council

ABN 37 019 724 765

ACCOUNT INVOICE

WB 0709

TRUCK ID
CUSTOMER

TRUCK ID

TRUCK ID

Hard waste

TRUCK ID

TRUCK ID

TRUCK ID

5.62

CUSTOMER



Horsham Rural City Council

ABN 37 019 724 765

ACCOUNT INVOICE

WB 0709

TRUCK ID
CUSTOMER

TRUCK ID

TRUCK ID

Hard waste

TRUCK ID

TRUCK ID

TRUCK ID

9.01

CUSTOMER



Horsham Rural City Council

ABN 37 019 724 765

ACCOUNT INVOICE

WB 070999

TRUCK ID
CUSTOMER

TRUCK ID

TRUCK ID

Hard waste

TRUCK ID

TRUCK ID

TRUCK ID

25.92

CUSTOMER

APPENDIX E – Steel Disposal Dockets



Contracting
an RMA Group Company

RMA Contracting Pty Ltd

Trading as RMA Group

Licensed for: Friable & Bonded Asbestos
Unrestricted Demolition

NSW
QLD
VIC

ACT
TAS

WA
NT

Docket No. T

40625

From/Site:

Korua Mobil Depot

Name/Company

Depot

Site Address

Time Start:

(am/pm)

Job Number:

15779

(if applicable)

Contact Name:

Ken

Signature:

To/Tip:

Horseshoe has Demo & excavation

Name/Location

Tip Docket Number (Attach Docket):

(when tipped)

Time Finish:

(am/pm)

Bin Type:



Semi



Truck



Truck & Dog



Other

Waste Type:

Steel - ST

Specify Materials

Payment:



Job Number



Cash



Cheque



Account

Rego No./Company:

YTY 738

Driver:

Date:

13/9/15

WHITE: Tip, GREEN + TIPPING DOCKET: Office, PINK: Docket Book

PO Box 4149 Strathfield South NSW 2136 Tel: 02 9642 0011 Fax: 02 9642 0111

www.mmagroup.com.au



Ross Mitchell
A ASSOCIATES

RMA Contracting Pty Ltd

Trading as Ross Mitchell & Associates

Licensed for: Friable & Bonded Asbestos New South Wales
Unrestricted Demolition Queensland
Victoria

Docket No. T 29686

From/Site: Former Mobil Depot
Name/Company

Separit
Site Address

Time Start: 8.00 (am/pm) Job Number: P15179 (if applicable)

Contact Name: Ben Signature: [Signature]

To/Tip: Horsham Demo & Excavation
Name/Location

Tip Docket Number (Attach Docket): (when tipped)

Time Finish: (am/pm)

Bin Type: Semi Truck Truck & Dog Other

Waste Type: steel-ST
Specify Materials

Payment: Job Number Cash Cheque Account

Rego No./Company: YTY 738

Driver: PA Date: 12/9/15

WHITE: Tip, GREEN + TIPPING DOCKET: Office, PINK: Docket Book



Contracting
an RMA Group Company

RMA Contracting Pty Ltd

Trading as RMA Group

Licensed for: Friable & Bonded Asbestos
Unrestricted Demolition

NSW
QLD
VIC

ACT
TAS

WA
NT

Docket No. T 40620

From/Site: Former Mobil Depot
Name/Company

Depot
Site Address

Time Start: 10 25 (am/pm) Job Number: 15779 (if applicable)

Contact Name: her Signature: [Signature]

To/Tip: Horsham demo & Excavation
Name/Location

Tip Docket Number (Attach Docket): (when tipped)

Time Finish: 11:00 (am/pm)

Bin Type: Semi Truck Truck & Dog Other

Waste Type: Steel - ST
Specify Materials

Payment: Job Number Cash Cheque Account

Rego No./Company: TYT 738

Driver: Date: 15/9/15

WHITE: Tip, GREEN + TIPPING DOCKET: Office, PINK: Docket Book



Ross Mitchell
A ASSOCIATES

RMA Contracting Pty Ltd

Trading as Ross Mitchell & Associates

Licensed for: Friable & Bonded Asbestos New South Wales
Unrestricted Demolition Queensland
Victoria

Docket No. T 29685

From/Site: Former Mobil Dept
Name/Company

Leport
Site Address

Time Start: 430 (am/pm) Job Number: P15177 (if applicable)

Contact Name: Ear Signature: [Signature]

To/Tip: Horsham Excavation & Demo
Name/Location

Tip Docket Number (Attach Docket): (when tipped)

Time Finish: (am/pm)

Bin Type: Semi Truck Truck & Dog Other

Waste Type: Steel - ST
Specify Materials

Payment: Job Number Cash Cheque Account

Rego No./Company: YTY 738

Driver: [Signature] Date: 11/9/15

WHITE: Tip, GREEN + TIPPING DOCKET: Office, PINK: Docket Book

PO Box 4149 Strathfield South NSW 2136 Tel: 02 9642 0011 Fax: 02 9642 0111

www.rossmitchell.com.au

APPENDIX F – Electrical Isolation Certificate

CERTIFICATE OF ELECTRICAL SAFETY for Non-Prescribed Electrical Installation Work

ELECTRICITY SAFETY ACT 1998, ELECTRICITY SAFETY (INSTALLATIONS) REGULATIONS 2009

Certificate no.

225462942**CERTIFICATE OF COMPLIANCE****1 Responsible Person** (eg. electrical contractor, master/visiting electrician, electrician)

REC registration no.

1 2 6 4 6

Telephone no.

5391 2004

Name

WESTERN ELECTRICAL & REFRIGERATION PTY LTD

Address

40 VICTORIA STREET NHILL VIC 3418**2 Licensed Electrical Installation Worker** (eg. electrician)

Licence no.

A 2 7 3 2 0

Name

Mr STEVEN BRAYBROOK**3 Details of Electrical Installation**

Name of institution

RMA GROUPAddress of installation
(include lot no. if required)**54-56 ROY ST**

Suburb or town

JEPARIT

Postcode

3 4 2 3

Telephone

NMI (if available)

4 Electrical Work Undertaken

No. light points

No. single

Socket outlets

No. doubles

Have you installed
Air Conditioning?Yes No

Maximum demand in amps per phase on completion

Consumer's mains capacity in amps

Description of work undertaken (if insufficient space, please attach list)

**TEST INSTALLATION FOR DISCONNECTION OF POWER
INSTALLATION IS ELECTRICALLY SAFE FOR DEMOLITION****5 Has this electrical installation work failed a previous audit?**Yes No

If yes, quote previous certificate number

6 Type of property where the electrical installation work is carried out: (refer back of certificate for types) 1 Domestic 2 Non Domestic 3 Construction

I, the (licensed) electrical installation worker named above, who carried out the electrical installation work described above, certify that the electrical work has passed all the required tests and complies in all respects with the Electricity Safety Act 1998 and the Electricity Safety (Installations) Regulations 2009.

Signature

(Licensed Electrical Installation Worker)

Mr STEVEN BRAYBROOK

7 Date of completion of work

08/09/15

8 Date Certified

09/09/15**energysafe**
VICTORIA

APPENDIX G – Completion Photos



APPENDIX B: LIMITATIONS

LIMITATIONS

The conclusions/analysis presented in this report are relevant to the conditions of the site and the state of legislation currently enacted in the relevant jurisdiction in which the site is located as at the date of this report.

No representation or warranty is made that the conclusions/analysis in this report will be applicable in the future as there may be changes in the condition of the site, applicable legislation or other factors that would affect the conclusions/analysis contained in this report.

This report and the works performed have been undertaken in good faith, with due diligence and with the expertise, experience capability and specialized knowledge necessary to perform the Work in a good and workmanlike manner and within all accepted standards pertaining to providers of environmental services. Conclusions from field work are an expression of opinion based on representative samples or locations at the site. The Report accordingly is not operating as a guarantee that the condition of the site could not be different at intermediate points between sampling locations or at different parts of the site. Thus, due to the inherent variability in natural soils and [subsurface] conditions it is therefore unlikely that the results, assumptions and conclusions set out in this report will represent the extremes of conditions at any location removed in time and/or place from the specific points of sampling.

This report has been prepared for use by Mobil Oil Australia Pty Ltd and Other Entities (refer below) for the specific purpose to which it refers. For the purpose of this report:

- Mobil means: Mobil Oil Australia Pty Ltd ABN 88 004 052 984; or an Affiliate of Mobil.
- An "Affiliate" means a corporation owned beneficially or otherwise as to 50% of the voting shares by Mobil; or a related body corporate of Mobil or an Affiliate, provided that the term 'related body corporate' has been the meaning ascribed in section 50 of the Corporations Act 2001 (Clth).

Kleinfelder performed the services for this project under the Multi-Country Master Services Agreement with Procurement, a division of ExxonMobil Global Services Company. User reliance is required for ExxonMobil and potentially for other entities including: accredited auditors contracted by Mobil for the subject site, purchasers, lenders to purchasers, property owners, purchasers from property owners, lessees from property owners and assignees of leases from property owners ("Other Entities") and pursuant to the Subagreement between Mobil Oil Australia Pty Ltd and Kleinfelder (Agreement Nbr A2389397).



Kleinfelder states that the services performed are consistent with professional standard of care. This report is based on the regulatory standards in effect on the date of the report. It has been produced for the benefit of Mobil and Other Entities. User reliance is limited to Mobil and Other Entities and subject to the limitations provided herein, the Subagreement and applicable law. Notwithstanding the foregoing, any duly authorised and competent regulating authority or governmental body whether local, state or federal may rely upon the contents of this report, subject to limitations as stated hereinabove, for the sole purpose of reviewing and evaluating its contents as authorized by any applicable law.

DATED

2026

LYNDA JANE LAWRENCE

VENDOR STATEMENT

Property: 54-56 Roy Street, Jeparit VIC 3423

Stawell & District Property Transfers
Licensed Conveyancer
131 Main Street
STAWELL VIC 3380
Tel: 03 5358 2477
Fax:
PO Box 448, Stawell VIC 3380
Ref: LJ:26145