VENDOR:

AAA SDA PTY LTD (ACN 636 137 052) ATF THE AAA SDA UNIT TRUST

PROPERTY:

121 PRINCES HIGHWAY, LAKES ENTRANCE VIC 3909

and VENDOR STATEMENT



Level 8 419-425 Collins Street MELBOURNE VIC 3000 Tel: (03) 9629 8333

Fax: (03) 9629 4035 E-mail: enquiries@wisemah.com.au

PO BOX 239 Collins St West Melbourne VIC 8007 Ref: AWP:40106727





Contract of Sale of Land

PROPERTY: 121 PRINCES HIGHWAY, LAKES ENTRANCE VIC 3909

WISEWOULD MAHONY

Level 8, 419-425 Collins Street MELBOURNE VIC 3000

Tel: (03) 9629 8333 Fax: (03) 9629 4035

E-mail: awp@wisemah.com.au Ausdoc: DX 470 Melbourne

Ref: AWP:40106727





Endorsed by the Australian Institute of Conveyancers (Victorian Division)





Contract of sale of land

© Copyright January 2024

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.

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.





© Copyright January 2024

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

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:	
Print name(s) of person(s) signing:	
State nature of authority, if applicable:	
This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified) in this contract, "business day" has the same meaning as in section 30 of the Sale of Land Act 1962	
SIGNED BY THE VENDOR: on//20.	
Print name(s) of person(s) signing: GRANTLEY GORDEN SMITH	
State nature of authority, if applicable: DIRECTOR	

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

Table of contents

Particulars of sale

Special conditions

General conditions

- 1. ELECTRONIC SIGNATURE
- 2. LIABILITY OF SIGNATORY
- 3. GUARANTEE
- 4. NOMINEE
- 5. ENCUMBRANCES
- 6. VENDOR WARRANTIES
- 7. IDENTITY OF THE LAND
- 8. SERVICES
- 9. CONSENTS
- 10. TRANSFER AND DUTY
- 11. RELEASE OF SECURITY INTEREST
- 12. BUILDER WARRANTY INSURANCE
- 13. GENERAL LAW LAND
- 14. DEPOSIT
- 15. DEPOSIT BOND
- 16. BANK GUARANTEE
- 17. SETTLEMENT
- 18. ELECTRONIC SETTLEMENT
- 19. GST
- 20. LOAN
- 21. BUILDING REPORT
- 22. PEST REPORT
- 23. ADJUSTMENTS
- 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
- 25. GST WITHHOLDING
- 26. TIME & CO-OPERATION
- 27. SERVICE
- 28. NOTICES
- 29. INSPECTION
- 30. TERMS CONTRACT
- 31. LOSS OR DAMAGE BEFORE SETTLEMENT
- 32. BREACH
- 33. INTEREST
- 34. DEFAULT NOTICE
- 35. DEFAULT NOT REMEDIED

Particulars of sale

Vendor's estate agent
Name: RYKERS REAL ESTATE
Address: 27 Myer Street, Lakes Entrance VIC 3909
Email: chris@rykers.com.au
Tel: (03) 5155 4555
Vendor
Name: AAA SDA PTY LTD (ACN 636 137 052) ATF THE AAA SDA UNIT TRUST
Address:
ABN/ACN:
Email:
Vendor's legal practitioner or conveyancer
Name: WISEWOULD MAHONY LAWYERS
Address: Level 8, 419 Collins Street, Melbourne VIC 3000
Email: awp@wisemah.com.au
Tel: (03) 9612 7363
Purchaser's estate agent
Name:
Address:

Purchaser

Email:

Purchaser's legal practitioner or conveyancer

 Name:

 Address:

 Email:

Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference	being lot	on plan	
Volume 10181 Folio 917	G	PS328995T	

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: 121 PRINCES HIGHWAY, LAKES ENTRANCE VIC 3909
Goods sold with the land (general condition 6.3(f)) (list or attach schedule)
Nil – Vacant Land
Payment
Price \$
Deposit \$ by / 20 (of which \$ has been paid)
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
ST (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 / 20
Lease (general condition 5.1)
At settlement the purchaser is entitled to vacant possession of the property.
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:
(or another lender chosen by the purchaser)
Loan amount: no more than \$
Building report
General condition 21 applies only if the box is checked
Pest report
·

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.

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 applies.

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

☑ 3. WARRANTIES EXCLUSION

- (a) The Vendor makes no warranty as to the condition of the land and without limiting the generality of the foregoing the Purchaser expressly acknowledges that the Vendor has given no warranty to the effect that the land is not subject to pollution or contamination by industrial wastes or other similar substances;
- (b) The Vendor makes no warranty as to the condition of improvements erected on the land nor that the improvements comply with the Victoria Building Regulations 1983 or the requirements of the municipality thereunder. The Purchaser shall not make any requisition or objection or claim any compensation in respect of any non-compliance with the Regulations and shall not call upon the Vendor to bear all or any part of the costs of complying with the regulations.

☑ 4. PURCHASER'S WARRANTIES

The Purchaser warrants to the Vendor that -

- (a) the consent approval or licence of any person or body is not required as a pre-condition to the Purchaser entering into this Contract or the purchase hereby effected or if any such consent or licence is required, including but not limited to the consent licence or approval under any State or Federal Act, Regulation, policy and/or guideline or the like (which shall be deemed to include the Foreign Acquisitions and Takeovers Act 1975, the Banking (Foreign Exchange) Regulations and any Real Estate policy guidelines of the Commonwealth Government) the Purchaser has prior to entering into this Contract obtained all such consents, approvals or licences as shall be necessary or, if applicable, has obtained statements of non-objection thereto as the case may require;
- (b) in the event that any of the aforesaid warranties are untrue in any respect, the Purchaser shall indemnify the Vendor against any loss which the Vendor suffers as a result of it having relied on any such warranty when entering into this Contract.
- (c) the Purchaser acknowledges that:
 - (i) any information, representation, comment, opinion or warranty by the Vendor, the Vendor's agent or the Vendor's solicitor was not supplied or made with the intention or knowledge that it would be relied on by the Purchaser and that the Purchaser shall not be entitled to rely on any information, representation, comment, opinion or warranty except those included in this Contract; and
 - (ii) this Contract constitutes the entire agreement between the parties with respect to the sale and purchase of the property and there are no conditions, warranties or other terms effecting the sale or purchase except those included in this Contract.

The Vendor gives notice to the Purchaser and the Purchaser hereby acknowledges that in the event the Purchaser fails to complete the purchase of the property by the due date under this Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in addition to the interest chargeable on the balance of purchase monies, in accordance with the terms of the Contract:

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date for settlement;
- (c) Accommodation expenses necessarily incurred by the Vendor;

- (d) Legal costs and expenses as between Solicitor and own Client;
- (e) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.

The Purchaser admits and acknowledges that no promise was made by the Agent for the Vendor (or any employee or person acting on behalf of the said Agent) with respect to the obtaining of a loan of money to defray some or all of the Price of the Property.

☑ 7. CORPORATION PURCHASER (if applicable)

If the Purchaser is or includes a corporation then the person or persons signing this Contract for and on behalf of that corporation ("the signatory") warrants that:

- the signatory has authority to sign this Contract on behalf of the corporation;
- the corporation is incorporated;
- this Contract is binding on the corporation;
- within 7 days from the Day of Sale the signatory will procure the execution by the corporation's directors and principal shareholders of a Guarantee & Indemnity in the form annexed to this Contract or, if there is no such annexure, in the form reasonably required by the Vendor,

and if any of the aforesaid warranties are false or the signatory breaches any one or more of them the signatory shall be personally liable for the due performance of the Purchaser's obligations under the Contract.

⊠ 8. DEFAULT INTEREST RATE

General Condition 33 does not apply to this Contract. If the Purchaser defaults in payment of any money under this Contract then the Purchaser shall pay to the Vendor on demand, and without the Vendor being obliged to give any notice in writing whether under General Condition 34.1 or otherwise, interest at a rate of 4 per cent higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default without prejudice to any other rights of the Vendor under this Contract or at common law.

- (a) General Condition(s) means the standard form prescribed by the Estate Agents (Contracts) Regulations 2008.
- (b) In relation to the warranties in General Condition 6.4, the Vendor only has knowledge of decisions of public authorities and government departments affecting the Property which are communicated to the Vendor.
- (c) General Conditions 12, 13, 14.3(b), 30, 31.4, 31.5, 31.6 and 33 do not apply to this Contract.

☑ 10. AUCTION RULES

This special condition shall apply if the property is offered for sale by public auction. The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

- (a) This special condition will apply unless the sale price exceeds the threshold amount as defined in the State Taxation Acts or Other Acts Amendment Act 2023.
- (b) Land tax is not to be adjusted against the Purchaser. General conditions 23.2(b) and (c) are deleted and periodic outgoings in General Condition 23.1 does not include land tax.

12. PLANNING PERMIT NO. 5.2021.578.1

The Vendor will provide to the Purchaser all documents within its possession prepared by Crowther & Sadler Pty Ltd in connection with Planning Permit 5.2021.578.1.

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the 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
 - (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 apply to this contract, the vendor warrants that:
 - all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under 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 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - 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. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act* 1958 before settlement if the land is the subject of a provisional folio under section 23 of that Act.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement:
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties: or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible -

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:

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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, 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 this general condition:
 - (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and

- (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.

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

- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
 - (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,

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

- 25.11 The vendor warrants that:
 - (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
 - (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth).

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000.

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the Sale of Land Act 1962:
 - any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to
 possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962;
 and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

DEED OF GUARANTEE AND INDEMNITY

TO: The Vendor named in the Schedule to this Deed ("the Vendor")

The Guarantor named in the Schedule to this Deed ("the Guarantor" which expression shall include and bind the guarantor and the Guarantor's heirs, executors, administrators and personal representatives and where a company its successors and permitted assigns)

IN CONSIDERATION of the Vendor having agreed at the request of the Guarantor to enter into the Contract of Sale attached to this Deed ("the Contract") for the sale of the property described in the Contract ("the Property") to the Purchaser named in the Schedule to this Deed ("the Purchaser") and for all other good and valuable consideration, HEREBY ABSOLUTELY AND UNCONDITIONALLY **GUARANTEES** the due and punctual payment by the Purchaser to the Vendor of all moneys due and payable or from time to time to become due and payable by the Purchaser to the Vendor under the Contract and any costs and damages which may become due and payable on any default repudiation or otherwise, and the due and punctual performance by the Purchaser of all obligations of the Purchaser to the Vendor under the Contract AND as a separate and independent obligation HEREBY UNCONDITIONALLY INDEMNIFIES the Vendor and agrees to keep the Vendor always indemnified against any loss which the Vendor may suffer arising out of or in relation to the Contract or because the aforesaid obligations under the Contract are unenforceable in whole or in part or because any moneys due and payable or from time to time become due and payable under the Contract are not recoverable for any reasons whatsoever (including but not limited to legal limitation, disability, immunity or incapacity) or having been recovered are repaid for any reason, including all costs charges or expenses which the Vendor may incur as a consequence of the non-performance or non-observance by the Purchaser of the aforesaid obligations or the Contract provisions and the Guarantor shall upon demand pay to the Vendor the aforesaid moneys or the amount of any loss which is the subject of this indemnity.

It is further declared that:

- 1. The liability of the Guarantor under this Deed shall not in any way be prejudiced or affected by any act matter or thing, failure or omission which, but for this provision, might operate to exclude the Guarantor from the aforesaid obligations, including, without limitation, by:
 - 1.1 the granting of time or other indulgence or concession to the Purchaser, the Guarantor, or any other person or corporation;
 - 1.2 compounding or compromising with or releasing or discharging the Purchaser, the Guarantor or any other person or corporation from liability under this Deed or from compliance with the provisions of the Contract as the same may be varied, amended, novated, replaced or renewed from time to time, or releasing, varying or renewing in whole or in part any security, document of title, asset or right held by the Vendor;
 - 1.3 the winding up, liquidation, bankruptcy, death, lunacy, disability or other incapacity of the Purchaser, the Guarantor or any other person or corporation;
 - 1.4 the Vendor or any other person or corporation taking or failing to take a guarantee or indemnity from any other person or corporation;
 - 1.5 a judgment obtained by the Vendor against the Purchaser or the Guarantor;
 - 1.6 the moneys hereby guaranteed or any part thereof not being recoverable or that the Purchaser or Guarantor or any other person liable to pay such moneys being

- discharged from all or any of their respective obligations to make payment or for any reason other than that payment has been made;
- 1.7 the fact that the Contract or the obligations of the Purchaser thereunder or the obligations of the Guarantor under this Deed are or become wholly or partially illegal, void, voidable, defective or unenforceable;
- 1.8 any amendment to, novation or replacement, of the Contract or this Deed with or without the consent of the parties;
- 1.9 the failure by the Vendor to give notice to the Guarantor of any default by the Purchaser under the Contract;
- 1.10 the nomination of a substitute purchaser of the Property by the Purchaser;
- 1.11 the liability of the Purchaser under the Contract ceasing for any reason; or
- 1.12 the failure of any person named as Guarantor to execute this Guarantee and Indemnity.
- 2. The aforesaid obligations of the Guarantor are principal obligations and may be enforced against the Guarantor without the necessity of the Vendor first taking action against the Purchaser in respect of the Purchaser's obligations under the Contract, and notwithstanding the termination or completion of the Contract.
- 3. This Deed shall continue to be binding notwithstanding that the moneys secured thereby may be assigned or transferred to another person or that the Contract may be assigned or transferred to any person either at the time of or subsequent to the first mentioned assignment or transfer, and the Guarantor agrees to waive each and all of his rights as Guarantor whether legal, equitable, statutory or otherwise as surety which may at any time be inconsistent with the provisions of this Deed or which in any way restricts the Vendor's rights, remedies or recourse.
- 4. This Deed is a continuing guarantee and indemnity for the purpose of securing payment of the whole of the moneys hereby guaranteed and the due and punctual performance of the whole of the obligations of the Purchaser under the Contract and shall remain in full force and effect until those obligations have been met in full by the Purchaser.
- 5. The Guarantor shall not, during the term of this Deed, without first obtaining the Vendor's consent, take action to enforce any rights against the Purchaser for money paid by the Guarantor to the Vendor under this Deed, or prove in the liquidation of the Purchaser, or exercise any other rights, in competition with the Vendor.
- 6. If the Purchaser goes into liquidation the Guarantor authorises the Vendor to prove for all moneys which have been paid under this Deed or which are owing to the Vendor by the Purchaser and not paid and to retain and carry to a suspense account and appropriate at the Vendor's discretion any dividends and other moneys received until the Vendor has been paid in full in respect of the money owing by the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person, corporation, estate and asset necessary to give effect to anything contained in this Deed.
- 7. Any failure, omission or delay by the Vendor in exercising its rights under the Contract or this Deed shall not be deemed to be a waiver of those rights. No waiver by the Vendor of one breach by the Purchaser or Guarantor of any covenant, obligation or provision contained or implied in the Contract or this Deed shall operate as a waiver of another breach by the Purchaser or Guarantor of the same or any other covenant, obligation or provision contained

- or implied in the Contract or this Deed. The exercise of a right by the Vendor does not preclude the exercise of the same or any other right under the Contract or this Deed.
- 8. Any other guarantee, indemnity or security obtained or taken by the Vendor to secure the obligations provided by this Deed shall not in any way prejudice or affect this Deed but shall be deemed to be collateral thereto.
- 9. The Guarantor acknowledges and warrants to the Vendor that as a consequence of the Vendor entering into the Contract with the Purchaser there is a benefit flowing to the Guarantor.
- 10. The Guarantor further acknowledges and agrees that the Vendor shall not be liable for any loss or damage of any kind whatsoever suffered by the Guarantor due to a release or dealing with any guarantee or security.
- 11. The Guarantor must not assign the obligations or benefits of the Guarantor contained in this Deed without the prior written consent of the Vendor. The Vendor is not so restricted and may assign the whole or any part of its rights, benefits and obligations without the Guarantor's consent.
- 12. The Guarantor shall when required by the Vendor execute all documents and perform all acts as may be required by the Vendor to give effect to this Deed. The Vendor need not execute this Deed.
- 13. Any notice, demand, consent or communication required or to be given under this Deed must be:
 - 13.1 in writing;
 - 13.2 delivered personally or sent by prepaid post or by facsimile to the recipient at its address or facsimile number set out in the Schedule to this Deed or to such other address or facsimile number as the recipient may by written notice advise another party from time to time.
- 14. A notice, demand, consent or communication given as above is taken to be received:
 - 14.1 if hand delivered, on the day of delivery if delivered before 4.00 pm on a business day and otherwise on the business day next following:
 - 14.2 if sent by prepaid post, 3 days after the date of posting; or
 - 14.3 if sent by facsimile, on the day on which the message confirmation is received if received before 4.00 pm on a business day and otherwise on the business day next following.

"business day" means a day (other than a Saturday or Sunday) on which banks (as defined in the Banking Act 1959 (C/wlth)) are generally open for business in Melbourne.

These provisions are in addition to any other mode of service permitted by law.

A notice, demand, consent or communication made or given under this Deed shall be signed by the party making or giving the notice, or, in the case of a company by a director, secretary, chief executive officer or manager of the company or a person authorised to do so, or the solicitors for a party. The authority of the person or solicitors signing the notice shall not be questioned by the recipient.

- 15. Where this Deed is executed by two or more persons as guarantors:
 - 15.1 the expression "the Guarantor" referred to herein shall include all of those persons and the liability of those persons is a joint liability of all of them and a several liability of each of them;
 - 15.2 each of those persons is not released from liability if this Deed ceases to bind any one or more of them as a continuing security; and
 - 15.3 a notice, demand, consent or communication under this Deed if given to any one or more of those persons is deemed to have been given to all of them.
- 16. A reference to winding up, liquidation or bankruptcy includes winding up, liquidation, bankruptcy, official management, receivership, administration, dissolution, scheme of arrangement, insolvency or anything having a substantially similar effect to any of those conditions or matters.

SCHEDULE

Vendor:	
Full Name:	AAA SDA PTY LTD (ACN 636 137 052) ATF THE AAA SDA UNITRUST
Address:	C/- Wisewould Mahony, Level 8, 419 Collins Street, Melbourne VIC 3000
Facsimile Number:	(03) 9629 4035
Purchaser:	
Full Name:	
Address:	
Guarantor:	
Full Name:	
Address:	
Guarantor:	
Full Name:	
Address:	

SIGNED SEALED AND DELIVERED by)
in the presence of:)Signature of
Signature of Witness	
Name of Witness (Block letters)	
Address of Witness	
SIGNED SEALED AND DELIVERED by)
in the presence of:)Signature of
Signature of Witness	
Name of Witness (Block letters)	
Address of Witness	



This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act* 1962 as at 30 October 2018.

© Copyright June 2024

Section 32 Statement

Instructions for completing this document

Words in italics are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included.

"Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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	121 PRINCES HIGHWAY, LAKES ENTRANCE VIC 3909		
+ Vendor's name	AAA SDA PTY LTD (ACN 636 137 052) ATF THE AAA SDA UNIT TRUST	Date /	/
+ Vendor's signature			
+ Vendor's name		Date /	/
+ Vendor's signature			
+ Purchaser's name		Date /	/
+ Purchaser's signature			
+ Purchaser's name		Date /	/
+ Purchaser's signature			

Important information

Legal practitioners using this document should check for any subsequent changes in the law. The Law Institute of Victoria, its contractors and agents are not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in the precedent document, or any other changes in the law or understanding of the law, arising from any legislative instruments or the decision of any court or tribunal, whether before or after this precedent was prepared, first published, sold or used.

Copyright

This document is copyright. This document may only be reproduced in accordance with an agreement with the Law Institute of Victoria Ltd ABN 32 075 475 731 for each specific transaction that is authorized. Any person who has purchased a physical copy of this precedent document may only copy it for the purpose of providing legal services for a sale by a specific vendor of specific land.

1. FINANCIAL MATTERS

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

Are contained in the attached notices and/or certificate/s.

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

Not Applicable.

1.3 Terms Contract

This section 1.3 only applies if this section 32 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 section 32 statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 102
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	□ YES ⊠ 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	Not Applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this section 32 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.

LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s (if applicable).

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are: None to the knowledge of the Vendor.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements (if any).

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):

Are contained in the attached certificate (if any).

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:

oximes Electricity supply oximes Gas supply oximes Water supply oximes Sewerage oximes Telephone services

9. TITLE

Attached are copies of the following documents:

Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

Is Attached.

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this section 32 statement but the checklist may be attached as a matter of convenience.)

Is Attached.

13. ATTACHMENTS

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

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

(Attached is a Law Institute of Victoria published "Additional Section 32 Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

- 13.1 Title Search Volume 10181 Folio 917.
- 13.2 Plan of Subdivision PS328995T.
- 13.3 Valuation and Rates Notice 2025-2026.
- 13.4 Land Tax Clearance Certificate.
- 13.5 Water Information Statement.
- 13.6 Planning Certificate.
- 13.7 Roads Certificate.
- 13.8 Building Regulations Certificates (1) & (2).
- 13.9 EPA Priority Sites Register Extract.
- 13.10 Planning Permit No. 5.2021.578.1.
- 13.11 Proposed Plan of Subdivision PS903424K.
- 13.12 Due Diligence Checklist.

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 10181 FOLIO 917

Security no: 124127279373J Produced 19/08/2025 03:39 PM

LAND DESCRIPTION

Lot G on Plan of Subdivision 328995T. PARENT TITLE Volume 10086 Folio 305 Created by instrument PS328995T 05/08/1994

REGISTERED PROPRIETOR

Estate Fee Simple Sole Proprietor

AAA SDA PTY LTD of 8 CHAPEL STREET CREMORNE VIC 3121 AU904246G 12/10/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU904247E 12/10/2021 RMBL INVESTMENTS LTD

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

DIAGRAM LOCATION

SEE PS328995T 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: 121 PRINCES HIGHWAY LAKES ENTRANCE VIC 3909

ADMINISTRATIVE NOTICES

NIL

eCT Control 22187E MASON PROPERTY LAW Effective from 12/10/2021

DOCUMENT END

Delivered from the LANDATA® System by Dye & Durham Solutions Pty Ltd

Delivered by LANDATA®, timestamp 19/08/2025 15:40 Page 1 of 4

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

	PLAN OF SU	BDIVISIO	N STAGE No	.	PS 328995T
	LOCATION OF LA	ND	C	OUNCIL CERTIFICATION	AND ENDORSEMENT
LOCATION OF LAND PARISH: COLQUHOUN TOWNSHIP: — SECTION: — CROWN ALLOTMENT: (PARTS) 27A, 28A & 30A CROWN PORTION: — LTO BASE RECORD: PARISH 1. + CHART 2. (2412.) TITLE REFERENCES: LAST PLAN REFERENCE/S: LP 221825G LOT E POSTAL ADDRESS: STIRLING DRIVE, (At time of subdivision) AMG Co-ordinates (of approx centre of land in plan) E 589 200 N 5808 440 ZONE: 55			COUNCIL N 1. This pla 2. This pla Date of 3. This is 1 1988. OPEN SPAC (i) A require has/has (ii) The req Council Council Council Date 2	NAME: SHIRE OF TAMBO In is certified under Section 6 of the Sin is certified under Section 11(7) of the original certification under Section 6 a statement of compliance issued under section for public open space under the provided in the provided in the section of the state of the state of the state of the section of the Subdified under Section 11(7) of the Subdified under Secti	REF: 08/14/010/0215 Subdivision Act 1988 ne Subdivision Act 1988 nder Section 21 of the Subdivision Act Section 18 of the Subdivision Act 1988
	VESTING OF ROADS AND/OR	RESERVES			
IDENTIFIEF RI ROA RESERV	D SHIRE OF T	AMB0	DEPTH LIMIT LOT NUMBE LOTS F & G SURVEY: THE THIS SURVEY THE	This +9/is not a staged subdivision. Planning permit No 5319 ATION 15-24 METRES AS TO ERS I TO 83 & 98 TO III HAVE BEEN ARE BY DEDUCTION FROM TITLE HIS PLAN IS/45 NOT BASED ON SURVEY HAS BEEN CONNECTED TO PERMANENT D SURVEY AREA NO	C.A. 30 A NOMITTED FROM THIS PLAN MARKS No (s)
		EASEMENT	INFORMATION	D. Engumbering Essement (Road)	LTO USE ONLY
LEGEND	A - Appurtenant Easement	E - Encumb	pering Easement	R Encumbering Easement (Road)	EXEMPTION STATEMENT
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	RECEIVED ✓
R I E - I E - 2 E - 3	WAY, DRAINAGE, SEWERAGE WATER, ELECTRICITY, DATA TRANSMISSION & TELEPHONE WAY, DRAINAGE & SEWERAGE WAY, DRAINAGE & SEWERAGE SEWERAGE DRAINAGE	SEE DIAG. SEE DIAG. SEE DIAG. 2	THIS PLAN LP 210631 THIS PLAN THIS PLAN THIS PLAN	LOTS IN THIS PLAN LAND IN LP210631 SHIRE OF TAMBO & TAMBO WATER BOARD TAMBO WATER BOARD LAND IN THIS PLAN SHIRE OF TAMBO &	DATE 1 7 94 LTO USE ONLY PLAN REGISTERED TIME 10:55 DATE 5:8 94

LAND IN THIS PLAN

VERSION

LICENSED SURVEYOR (PRINT) JON MARK BRODZIK

SIGNATURE

THIS PLAN

REF 6593

DRAINAGE & SEWERAGE

Licensed Surveyors and Town Planners

152 Macleod Street,

BAIRNSDALE, 3875.

CROWTHER & SADLER PTY. LTD.

P.O. Box 722,

Phone (051) 52 5011

E - 4

SHIRE OF TAMBO, TAMBO WATER

BOARD & LAND IN THIS PLAN

DATE

DATE
COUNCIL DELEGATE SIGNATURE
ORIGINAL SPEET SIZE A3

Assistant Registrar of Mice

SHEET I OF

4 SHELTS

Delivered by LANDATA®, timestamp 19/08/2025 15:40 Page 2 of 4



Valuation and Rate Notice 2025-2026

PO Box 1618, Bairnsdale, VIC 3875 ABN 81 957 967 765 Enquiries (03) 5153 9500 www.eastgippsland.vic.gov.au

AAA SDA Pty Ltd 8 Chapel Street CREMORNE VIC 3121

121 Princes Highway LAKES ENTRANCE VIC 3909 Lot G PS 328995

Land Area: 3.6900 Ha

AVPCC: 102 Vacant In globo Residential Subdivisional Land

Owner: AAA SDA Pty Ltd

Assessment Number:	78106
Date of Issue:	22/08/2025
Arrears Due Immediately:	\$1,060.48
Pay in Full By 15/2/2026:	\$1,439.72
Pay by 4 instalments First by 30/9/2025:	\$1,423.20
Date of valuation	01/01/2025
Operative Date	01/07/2025

Date of valuation	01/01/2025
Operative Date	01/07/2025
Site Valuation (SV)	\$345,000
Capital Improved Valuation (CIV)	\$345,000
Net Annual Valuation (NAV)	\$17 250

Rates and charges (Council uses CIV for rating purposes). Date of Declaration: 23 June 2025.

ARREARS AND OTHER TRANSACTIONS

Balance as at 30/06/2025 \$1,047.70 Interest \$12.78

RATES AND CHARGES COLLECTED BY COUNCIL TO SUPPORT LOCAL SERVICE DELIVERY BY COUNCIL

 General Rate
 0.00271314 X \$345,000
 \$936.03

 Municipal Charge
 \$257.00 X 1
 \$257.00

 Waste Levy
 \$51.00 X 1
 \$51.00

CHARGES COUNCIL IS REQUIRED TO COLLECT ON BEHALF OF THE VICTORIAN GOVERNMENT

ESVF - Residential Variable 0.00017300 X \$345,000 \$59.69 ESVF - Residential Fixed \$136.00 X 1 \$136.00 **Total Amount of this notice \$2,500.20**

Instalments

Date Due	Amount Due
30/09/2025	\$1,423.20
30/11/2025	\$359.00
28/02/2026	\$359.00
31/05/2026	\$359.00

Payment Options:

Payment(s) made on or after 8 August 2025 may not be shown on this account.

You have overdue rates from a previous year. We are here to help and have many payment options to assist. Please contact us for a confidential discussion.



Contact your bank or credit union to register for BPAY

Biller Code: 125864 Customer Ref: 1707810626

BPAY® this payment via Internet or phone banking.



Pay at our website with card (Visa and Mastercard only) visit www.eastgippsland.vic.gov.au/council/online-payments Use Customer Reference Number: 1707810626



By Telephone Pay with your card (Visa and Mastercard only) Call 1300 321 219



In person at any Australia Post Office



To arrange periodical Direct Debit from your bank account, please contact our office or download the form from our website and return to Council. Payment by quarterly instalments or in full can be arranged.



In Person - At Council's Service Centres (cash, cheque, EFTPOS or credit card). Reference: 78106



Pay by cheque –
Please detach this payment slip and mail with your cheque to:
East Gippsland Shire
PO Box 1618,
BAIRNSDALE VIC 3875



Contact Centrelink to arrange regular deductions from your Centrelink payments. Quote Customer Reference Number: 555 015 834V and your reference number: 781062



If you have any queries on any of the following, please contact us on (03) 5153 9500, visit one of our Customer Service Centres or go to eastgippsland.vic.gov.au/rates

VICTORIAN GOVERNMENT RATE CAPPING

The Victorian Government's rate cap for this year is 3.0%. The cap applies to the increase in the total income raised from Council rates and municipal charge only. Council has decided to increase the total income raised from these charges by less than the rate cap this year at 2.0%. The rates and charges for your individual property may have increased or decreased for one of the following reasons –

- (i) the change in the valuation of your property was greater or less than the average change in valuation for properties of the same type;
- (ii) a change of your property rating classification;
- (iii) the inclusion of other charges not covered by the Victorian Government's rate cap (including the Emergency Services Volunteer Fund).

INSTALMENT PAYMENTS AND OTHER PAYMENT OPTIONS

To pay by instalments you <u>must</u> pay the 1st instalment by 30 September 2025. If the 1st instalment amount is not received by 30 September 2025, your account will default to the Full Payment option with the total amount due by 15 February 2026. Reminder notices for the 2nd, 3rd and 4th instalments will only be issued if you elect to pay this way. Other payment options are also available. Contact us to discuss.

EXPERIENCING PAYMENT DIFFICULTIES

If you are having any difficulty paying your rates and charges, we have many ways we can assist you. We have a range of support options available to help people who are having trouble paying their rates. This includes payment plans which assist people to pay smaller amounts over a longer period without incurring interest charges. Under Section 170, 171 and 171A of the *Local Government Act 1989,* Council may defer or waive in whole or in part, the payment of a rate or charge, if the payment would cause financial hardship to the person. If you are experiencing financial hardship, please contact us for a confidential discussion and we can work out a way to best support you.

VICTORIAN GOVERNMENT EMERGENCY SERVICE VOLUNTEER FUND

The Emergency Services Volunteer Fund (ESVF) has been introduced by the Victorian Government to replace the Fire Services Property Levy. Under the new *Fire Services Property Amendment (Emergency Services and Volunteer Fund) Act 2025*, **COUNCIL MUST COLLECT THE ESVF ON BEHALF OF THE VICTORIAN GOVERNMENT**. Each property is allocated an Australian Valuation Property Classification Code (AVPCC) by the Valuer General Victoria which is used to determine land use classification for the ESVF.

Please refer to www.sro.vic.gov.au/esvf for further information about this Victorian Government levy. If you have any ESVF enquiries, please contact the Victorian Government support line, that has been set up to assist Victorian property owners with enquiries about the ESVF, on 1300 819 033 or email esvf@dtf.vic.gov.au

PENSIONER CONCESSIONS

Eligible pensioners are entitled to a concession for the property that they live at (including farm properties). You must hold a current Pensioner Concession Card or a Department of Veteran Affairs Gold Card showing War Widow or TPI. Please contact us to apply. Applications can be made up to 30 June 2026. If you have previously applied and are still eligible for a concession, the concession will be shown on the front of this notice. Instalment notices will not show concession amounts.

VALUATION OBJECTION

Under Division 3 of the *Valuation of Land Act 1960*, you have a right to object to the valuations or the Australian Valuation Property Classification Code (AVPCC) as shown on the front of this notice. Objections must be lodged **WITHIN TWO MONTHS OF THE DATE THIS NOTICE WAS SERVED.** You can object at https://ratingvaluationobjections.vic.gov.au or you can contact us for assistance.

DIFFERENTIAL RATING CLASSIFICATION

Council currently has three (3) differential rating classifications of 'General Rate', 'Farm Rate' and 'Commercial/Industrial Rate'. Your classification is shown on the front of this notice under the heading Rates and Charges collected by Council. You may apply for a review of this classification, contact us for an application form. Forms must be returned to Council by **31 December 2025** for consideration in the current rating period. No GST is applied to rates.

Based on your current Capital Improved Value of \$345,000, the rates payable under each of Council's differentials (excluding the Waste Levy, any Waste Service Charges, the Municipal Charge and the Emergency Services Volunteeers Fund) would be:

General	0.00271314	\$936.03
Farm	0.00200773	\$692.67
Commercial/ Industrial	0.00349995	\$1,207.48

Under Section 183 of the Local Government Act 1989, if you do not agree with Council's decision to classify or not classify your land as a particular type or class for differential rating purposes, you may apply to the Victorian Civil and Administrative Tribunal (VCAT) for review of the decision. Applications must be made within 60 days of receiving your annual Valuation and Rate Notice.

INTEREST PENALTIES FOR LATE PAYMENT

Interest will be applied to overdue rates and charges at the rate fixed by the Minister in accordance with section 172A of the *Local Government Act 1989 (as amended)*. Payments not received by the due dates, will be considered overdue. Interest will continue to be applied until the overdue amount is paid in full. Postal delays, or "non-delivery" of a correctly addressed notice will not be accepted as an excuse for late payment.

Rate payments will be allocated to your account in the following order:

1. Legal costs owing, if any; 2. Interest owing, if any; 3. Arrears owing, if any; 4. Current rates, charges and levies.

RIGHT OF APPEAL AGAINST A RATE OR CHARGE

Under Section 184 of the *Local Government Act 1989*, you have a right of appeal to the County Court on specific grounds. Appeals must be lodged within 60 days after first receiving written notice of the rate or charge.



Did you know that you can receive your valuation and rate notice by email? Visit https://erates.eastgippsland.vic.gov.au and follow the prompts.

Property Clearance Certificate

Land Tax



RACHAEL TAIT

Your Reference: LD:77816242-009-6.40106727

Certificate No: 92817649

Issue Date: 19 AUG 2025

Enquiries: ESYSPROD

Land Address: 121 PRINCES HIGHWAY LAKES ENTRANCE VIC 3909

 Land Id
 Lot
 Plan
 Volume
 Folio
 Tax Payable

 25436587
 G
 328995
 10181
 917
 \$0.00

Vendor: AAA SDA PTY LTD

Purchaser: ...

Current Land Tax Year Taxable Value (SV) Proportional Tax Penalty/Interest Total

AAA SDA UNIT TRUST 2025 \$335,000 \$3,100.03 \$0.00 \$0.00

Comments: Land Tax of \$3,100.03 has been assessed for 2025, an amount of \$3,100.03 has been paid.

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

CURRENT LAND TAX AND \$0.00
VACANT RESIDENTIAL LAND TAX
CHARGE:

CAPITAL IMPROVED VALUE (CIV):



\$335,000

Notes to Certificate - Land Tax

Certificate No: 92817649

Power to issue Certificate

 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

- 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

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.
- 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 = \$1,455.00

Taxable Value = \$335,000

Calculated as \$1,350 plus (\$335,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,350.00

Taxable Value = \$335,000

Calculated as \$335,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249 Ref: 92817649

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: 92817649

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

RACHAEL TAIT

 Your Reference:
 LD:77816242-009-6.40106727

 Certificate No:
 92817649

 Issue Date:
 19 AUG 2025

 Enquires:
 ESYSPROD

Land Address:	121 PRINCES H	HIGHWAY LAKE	ES ENTRANCE VIC 39	09	
Land Id 25436587	Lot G	Plan 328995	Volume 10181	Folio 917	Tax Payable \$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
102	N/A	N/A	N/A	The AVPCC allocated use.	d to the land is not a qualifying

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: \$335,000

SITE VALUE: \$335,000

CURRENT CIPT CHARGE: \$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92817649

Power to issue Certificate

 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

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)

- 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



RACHAEL TAIT

Your Reference: LD:77816242-009-6.40106727

Certificate No: 92817649

Issue Date: 19 AUG 2025

Land Address: 121 PRINCES HIGHWAY LAKES ENTRANCE VIC 3909

 Lot
 Plan
 Volume
 Folio

 G
 328995
 10181
 917

Vendor: AAA SDA PTY LTD

Purchaser: ...

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick

Commissioner of State Revenue



Notes to Certificate - Windfall Gains Tax

Certificate No: 92817649

Power to issue Certificate

 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

- 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

 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.
- 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

BPAY



Biller Code: 416073 Ref: 92817642

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: 92817642

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.



133 Macleod St (PO Box 52) Bairnsdale Victoria 3875

Telephone 1300 720 700 www.egwater.vic.gov.au

ABN: 40 096 764 586

Secure Electronic Registries Victoria (SERV) Two Melbourne Quarter Level 13 697 Collins St DOCKLANDS VIC 3008 Your Ref: 77816242-024-9

Statement No: 70822

Property No: 22-0853-0625 Account No: 22-0853-0625-01-4 Date: 20-Aug-2025

Information Statement

Water Act 1989, Section 158

Statement of encumbrances, works required, outstanding matters, tariffs and other charges including outstanding amounts and other information which the Authority considers relevant for the property known as:

121 Princes Hwy, Lakes Entrance VIC 3909

Lot G, Plan of Subdivision 328995, Volume 10181, Folio 917 Owner(s): AAA SDA Pty Ltd Account Calculation: Fees and Charges \$0.00 Scheme Arrears \$0.00 Total amount in arrears: \$0.00 Access Fees: 19-Sep-2025 (from page 2) \$0.00 Total Amount (not including volume charges): \$0.00

Note:

Titles(s):

To calculate charges to settlement date, calculations should be based on daily access fees and volumetric charges from the period of the last account until settlement date. A special meter reading certificate may be applied for to ascertain volume charges for the period from the last meter read to settlement date.

This certificate is valid for three months only. We recommend a financial update prior to settlement be obtained by telephoning the East Gippsland Water's Bairnsdale office.

Property No: 22-0853-0625

Property Address: 121 Princes Hwy, Lakes Entrance VIC 3909

Details for Services provided and their tariffs:

Pro rata water and sewer rates from when they are available.

Other information:

- ** This Information Statement is valid for a period of three (3) months from the date of issue.
- ** East Gippsland Water must be provided with a Notice of Disposition (Acquisition) of land at time of settlement. Please send through to rcs@egwater.vic.gov.au.
- ** If there is an arrears amount shown on this Information Statement, this amount will continue to incur a penalty interest rate of 5.70% (2025-26).
- ** East Gippsland Water accounts are issued quarterly and we may be in the process of issuing an invoice for this account .

To ensure the accuracy of your Information Statement, please request a financial update prior to settlement.

** If this property is not connected to water and/or sewer, an under road bore may be required at the owner(s) cost (See attached plan). Please contact our Property Connections Department for further information.

This property is Vacant Land.

Sewer main does traverse land (See attached plan).

Pro rata water and sewer rates from date services becoming available.

3

This property is subject to a proposed subdivision and is not currently serviced.

Comments:

There are no Comments applicable to this property

Signed

James Sanford, Manager Customers

East Gippsland Water

PO Box 52 Bairnsdale Victoria 3875

Electronic Payment Option: Please make this payment via internet or phone banking.



Biller Code: 16063 Ref: 2208 5306 2501 4

Property No: 22-0853-0625

Property Address: 121 Princes Hwy, Lakes Entrance VIC 3909

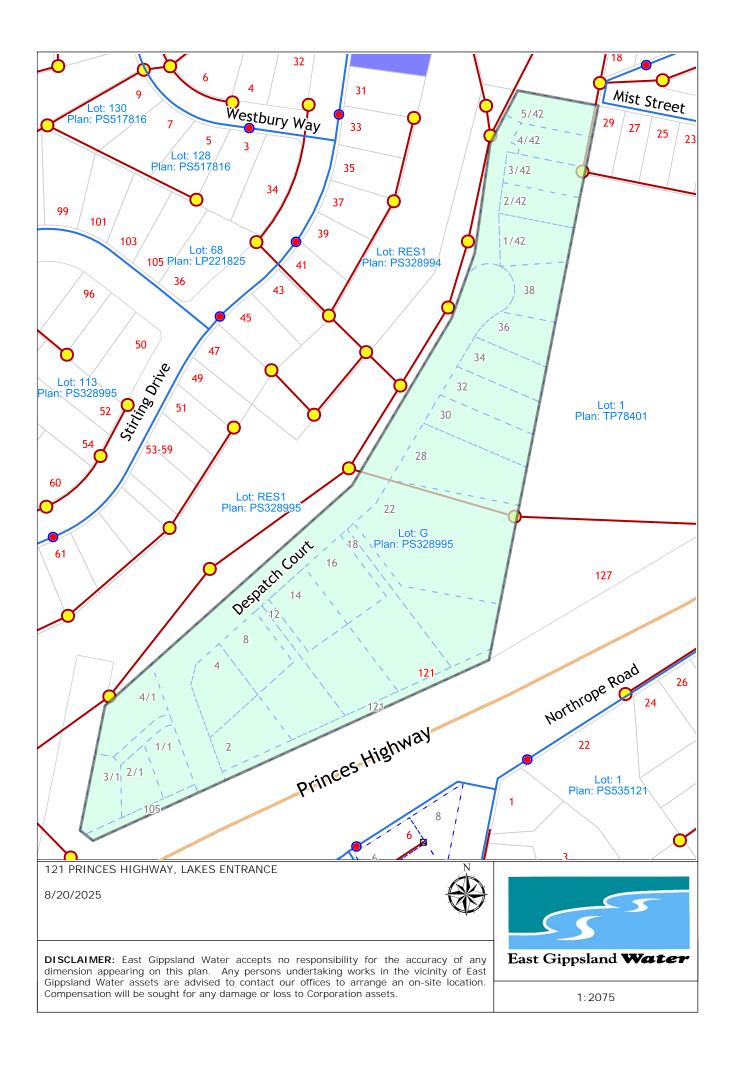
Information Statement Remittance Page

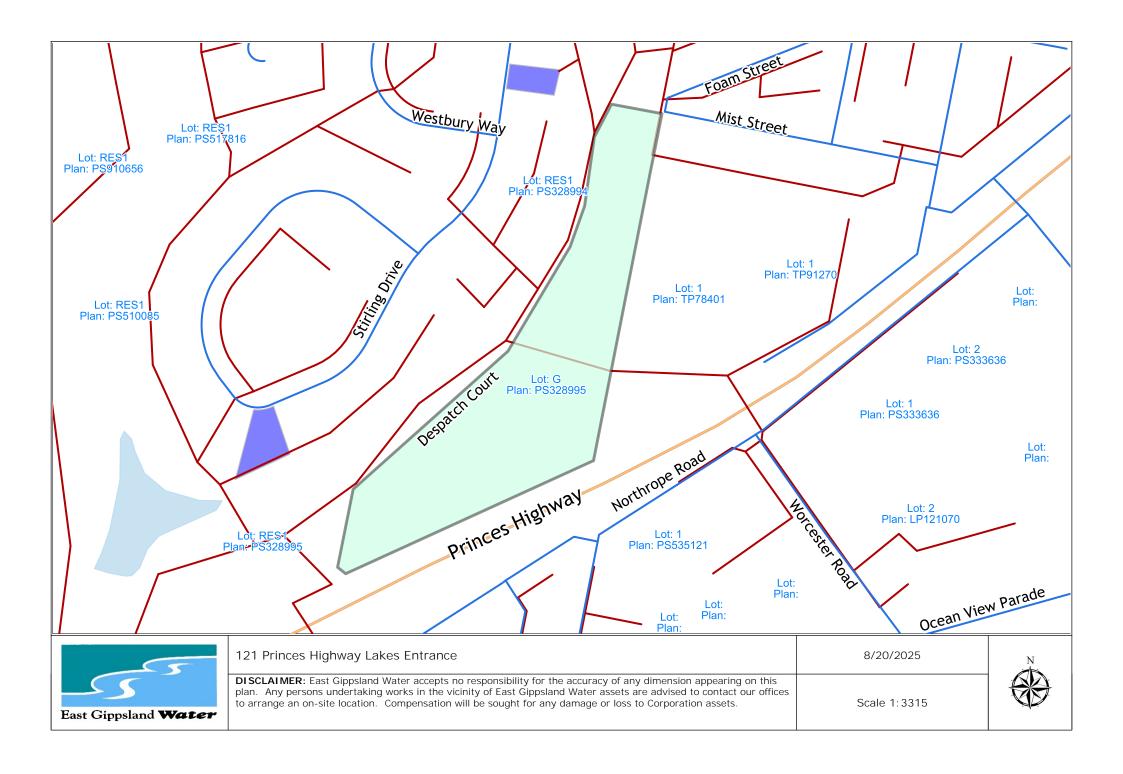
<u>AccountNo</u> <u>Description</u> <u>Amount</u> <u>Barcode</u>

22-0853-0625-01 Water Account \$0.00

Total \$0.00

* * * * Please return this page with your payment * * * *







Planning Certificate

(file)

PROPERTY DETAILS

Property Address: 121 PRINCES HIGHWAY LAKES ENTRANCE VIC 3909

Title Particulars: Vol 10181 Fol 917 **Vendor:** AAA SDA PTY LTD

Purchaser: ...

Certificate No: OR-

1ASGG1RYJOOBZ...

Date: 19/08/2025 **Matter Ref:** 40106727

Client: Wisewould Mahony



MUNICIPALITY

EAST GIPPSLAND



PLANNING SCHEME

EAST GIPPSLAND PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

EAST GIPPSLAND SHIRE COUNCIL



ZONES

GENERAL RESIDENTIAL ZONE - SCHEDULE 1



ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

ABUTS A TRANSPORT ZONE 2 (PRINCES HIGHWAY)



APPLICABLE OVERLAYS

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 13

PART EROSION MANAGEMENT OVERLAY

Dye & Durham Property Pty Ltd ACN 089 586 872. All rights reserved. Dye & Durham and the Dye & Durham logo are the property of Dye & Durham Limited.

Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be understand other factors that may impact the use of the property.







PROPOSED PLANNING SCHEME AMENDMENTS

NOT APPLICABLE



ADDITIONAL INFORMATION

THE SUBJECT PROPERTY IS OUTSIDE THE URBAN GROWTH BOUNDARY

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

 $Dye \& Durham \ Property \ Pty \ Ltd \ ACN \ 089 \ 586 \ 872. \ All \ rights \ reserved. \ Dye \& \ Durham \ and \ the \ Dye \& \ Durham \ logo \ are \ the \ property \ of \ Dye \& \ Durham \ Limited.$

Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be understand other factors that may impact the use of the property.





PLANNING ZONES MAP



ZONING

- GRZ1 GENERAL RESIDENTIAL ZONE SCHEDULE 1
- PPRZ PUBLIC PARK AND RECREATION ZONE
- TRZ2 TRANSPORT ZONE 2 PRINCIPAL ROAD NETWORK

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

 $Dye \& Durham \ Property \ Pty \ Ltd \ ACN \ 089 \ 586 \ 872. \ All \ rights \ reserved. \ Dye \& \ Durham \ and \ the \ Dye \& \ Durham \ logo \ are \ the \ property \ of \ Dye \& \ Durham \ Limited.$

Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be understand other factors that may impact the use of the property.



From www.planning.vic.gov.au at 26 August 2025 10:36 AM

PROPERTY DETAILS

Address: 121 PRINCES HIGHWAY LAKES ENTRANCE 3909

Lot and Plan Number: Lot G PS328995 G\PS328995 Standard Parcel Identifier (SPI):

Local Government Area (Council): EAST GIPPSLAND www.eastgippsland.vic.gov.au

Council Property Number: 78106

East Gippsland Planning Scheme - East Gippsland Planning Scheme:

Directory Reference: Vicroads 687 M3

UTILITIES

Rural Water Corporation: **Southern Rural Water** Urban Water Corporation: East Gippsland Water

Melbourne Water: Outside drainage boundary

Power Distributor: **AUSNET** **STATE ELECTORATES**

Legislative Council: **EASTERN VICTORIA** Legislative Assembly: **GIPPSLAND EAST**

OTHER

Registered Aboriginal Party: Gunaikurnai Land and Waters

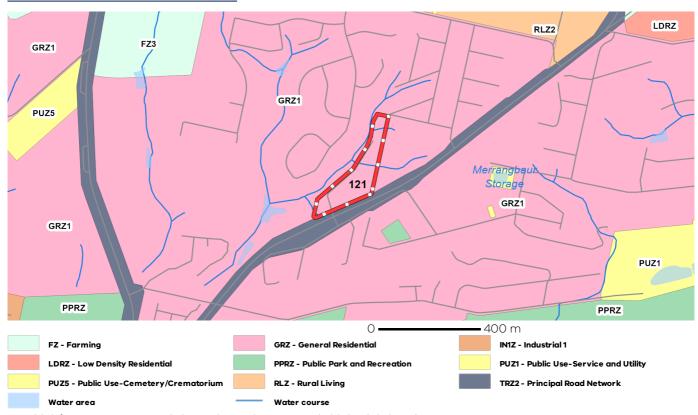
Aboriginal Corporation

Fire Authority: **Country Fire Authority**

<u>View location in VicPlan</u>

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ) GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

Copyright ® - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

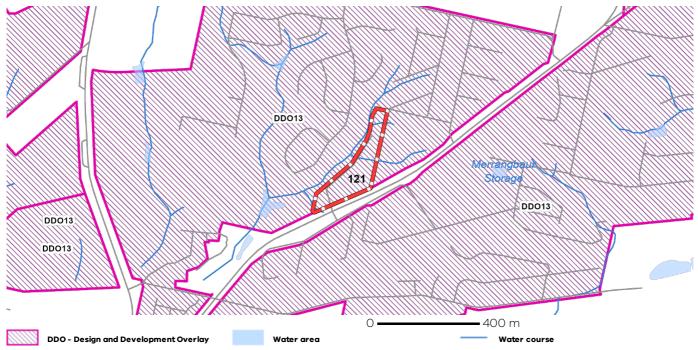
Read the full disclaimer at https://www.vic.gov.au/disclaimer



Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

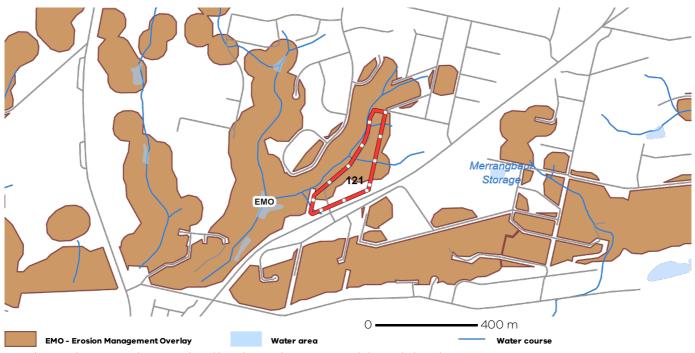
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 13 (DDO13)



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

EROSION MANAGEMENT OVERLAY (EMO)

EROSION MANAGEMENT OVERLAY SCHEDULE (EMO)



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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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



Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

BUSHFIRE MANAGEMENT OVERLAY (BMO)

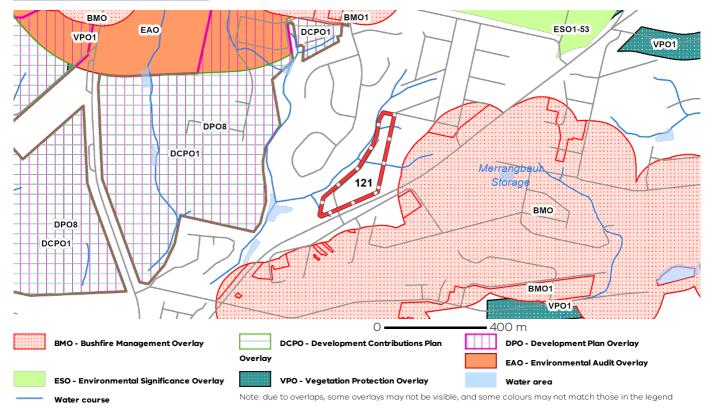
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT PLAN OVERLAY (DPO)

ENVIRONMENTAL AUDIT OVERLAY (EAO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

VEGETATION PROTECTION OVERLAY (VPO)



Further Planning Information

Planning scheme data last updated on 22 August 2025.

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

This report is NOT a Planning Certificate issued pursuant to Section 199 of the Planning and Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may 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.maps.vic.gov.au/vicplan

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

Copyright ® - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

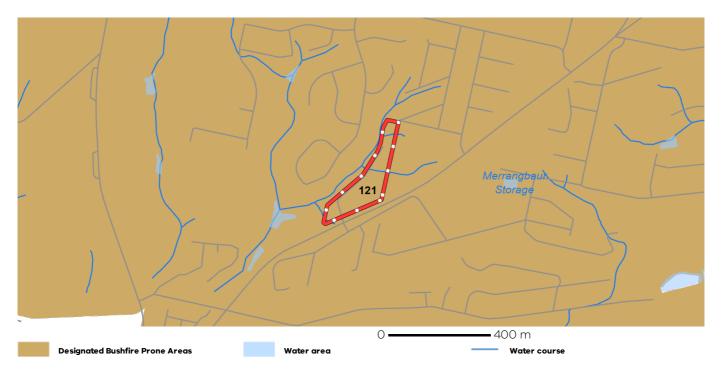


Designated Bushfire Prone Areas

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

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

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



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

 $Design ated BPA \ maps \ can \ be \ viewed \ on \ VicPlan \ at \ \underline{https://mapshare.vic.gov.au/vicplan/} \ or \ at \ the \ relevant \ local \ council.$

Create a BPA definition plan in VicPlan to measure the BPA.

 $Information for lot owners building in the BPA is available at \underline{https://www.planning.vic.gov.au.}\\$

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

Native Vegetation

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

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

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

Copyright ® - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Rachael Tait Level 8, 419 Collins Street MELBOURNE 3000

Client Reference: 40106727

NO PROPOSALS. As at the 19th August 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

121 PRINCES HIGHWAY, LAKES ENTRANCE 3909 SHIRE OF EAST GIPPSLAND

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

Date of issue: 19th August 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77816242 - 77816242153906 '40106727'

VicRoads Page 1 of 1

Your Reference 77816242-014-0
Our Reference BLDG/1830
Contact Building Department

Parcel Number 103742 Fee: \$53.62

20/08/2025

Landata Two Melbourne Quarter Level 13 697 Collins Street DOCKLANDS VIC 3008 **Corporate Centre**

273 Main Street (PO Box 1618)
Bairnsdale Victoria 3875

Telephone: (03) 5153 9500 National Relay Service: 133 677 Residents' Info Line: 1300 555 886

Facsimile: (03) 5153 9576 Email: feedback@egipps.vic.gov.au

ABN 81 957 967 765

Dear Sir/Madam,

BUILDING INFORMATION - REGULATION 51(1)

Property Address: 121 Princes Highway LAKES ENTRANCE VIC 3909

Property Description: Lot: G PS: 328995 - Vol 10181 Fol 917

In reference to your request for information pursuant to Regulation 51(1) *Building Regulations 2018* on the above-mentioned property I would like to offer the following:

(a) Details of any permits or certificates of final inspection issued in the preceding 10 years:

No records exist against this property

(b) Details of current determination under regulation 64(1) or exemption granted under regulation 231(2):

Council records do not capture determinations made under Regulation 64(1) or exemptions granted under Regulation 231(2).

(c) Details of current Notices or Orders:

No records exist against this property

For further information regarding building matters please contact the Council's on (03) 5153 9500.

Yours sincerely

MICHELLE VAN AARDE

Land Use Administration Team Leader



Your Reference 77816242-015-7
Our Reference BLDG/1829
Contact Building Department
Parcel Number 103742

Parcel Number 103742 Fee: \$53.62

20/08/2025

Landata Two Melbourne Quarter Level 13 697 Collins Street DOCKLANDS VIC 3008 **Corporate Centre**

273 Main Street (PO Box 1618) Bairnsdale Victoria 3875

Telephone: (03) 5153 9500 National Relay Service: 133 677 Residents' Info Line: 1300 555 886

Facsimile: (03) 5153 9576 **Email:** feedback@egipps.vic.gov.au

ABN 81 957 967 765

Dear Sir/Madam,

BUILDING INFORMATION - REGULATION 51(2)

Property Address: 121 Princes Highway LAKES ENTRANCE VIC 3909

Property Description: Lot: G PS: 328995 - Vol 10181 Fol 917

In reference to your request for information pursuant to Regulation 51(2) *Building Regulations 2018* on the above-mentioned property I would like to offer the following:

(a)(e)	In an area liable to flooding within the meaning of regulation 51(2) or is designated land.	No
(b)	In an area that is designated under regulation 150 as an area in which buildings are likely to be subject to attack by termites.	Yes
(c)	In an area for which a bushfire attack level has been specified in a planning scheme.	No See Bushfire Note below
(d)	In an area designated under regulation 152 as likely to be subject to significant snowfalls	No
(f)	Effected by Designated Works	No

Bushfire and Flooding Note

To see if this property has been designated in an area for which a bushfire attack level has been specified in a planning scheme, or within a land subject to inundation overlay, click on the following link: https://www.land.vic.gov.au/property-and-parcel-search

If the property shows as being in a BMO1 or BMO2, a bushfire attack level is specified in the Planning Scheme.

If the property shows as being in a land subject to inundation overlay, please contact the East Gippsland Catchment Management Authority to confirm any levels applicable to this property. Ph. 5152 0600 www.egcma.com.au. The minimum designated flood level for Lakes Entrance is 1.8m AHD.

For further information regarding building matters please contact the Council on (03) 5153 9500.

Yours sincerely

MICHELLE VAN AARDE

Land Use Administration Team Leader





Extract of EPA Priority Site Register

Page 1 of 1

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 121 PRINCES HIGHWAY

SUBURB: LAKES ENTRANCE

MUNICIPALITY: EAST GIPPSLAND

MAP REFERENCES: Vicroads Eighth Edition, State Directory, Map 85 Reference B7

DATE OF SEARCH: 19th August 2025

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register

[Extract of Priority Sites Register] # 77816242 - 77816242153906 '40106727'



LICENSED SURVEYORS & TOWN PLANNERS

Our ref: 19395

23 December 2024

Grant Smith AAA SDA

Via email: grant@aaasda.com.au

Dear Grant,

Re: Planning Permit 5.2021.578.1

Multi lot subdivision, buildings and works (roadworks), removal of native vegetation and creation of access to a TZ2 road 121 Princes Highway, Lakes Entrance

Please find enclosed a copy of Planning Permit issued on 20 December 2024 by the *East Gippsland Shire Council* for the abovementioned matter.

The Conditions in the Permit are relatively standard for this type of development and appear reasonable to me given the style of development proposed.

I would suggest in the New Year we convene a meeting with Crossco and yourself to step through each of the Conditions, to understand what actions will be required to advance the approval, and to chart a course towards completion of the development.

If you have any concerns or queries with any of the Conditions please give me a call.

Best wishes to you and your family for a wonderful Christmas, and we look forward to working with you again in 2025.

Regards,

Encl. Copy of Planning Permit

cc. Andrew Gibbons, Crossco Consulting, via email: andrew@crossco.com.au



conContact: Planning Department planning@egipps.vic.gov.au 5.2021.578.1 Email:

Our Ref: Your Ref: 19395

20 December 2024

Crowther & Sadler Pty Ltd PO Box 722 BAIRNSDALE VIC 3875

Email: contact@crowthersadler.com.au

Dear Sir or Madam

GRANT OF A PLANNING PERMIT

Application: 5.2021.578.1

Proposal: Multi-lot subdivision, buildings and works (roadworks), removal of

native vegetation and creation of access to a road in a Transport Zone

Corporate Centre

273 Main Street (PO Box 1618)

Residents' Info Line: 1300 555 886

Email: feedback@egipps.vic.gov.au

Bairnsdale Victoria 3875 Telephone: (03) 5153 9500 National Relay Service: 133 677

Facsimile: (03) 5153 9576

ABN 81 957 967 765

121 Princes Highway LAKES ENTRANCE 3909 **Property Address:**

Property Title Lot: G PS: 328995

The Responsible Authority has completed its assessment of the above application and has issued a planning permit for the proposed development.

A copy of planning permit number 5.2021.578.1 is enclosed.

Your attention is drawn to the conditions of the permit. Please read these conditions carefully, and check whether there are any actions you need to take prior to acting on the permit, including submission of additional and/or amended plans.

Please note that this permit is not a building permit, and if the proposal involves the construction or alteration of a building, you may need to obtain a separate building permit.

Yours sincerely

MARTIN RICHARDSON

Manager Planning and Development

PLANNING PERMIT

Permit No: 5.3
Planning Scheme: Ea
Responsible Authority: Ea

5.2021.578.1
East Gippsland
East Gippsland Shire

ADDRESS OF THE LAND:

121 Princes Highway LAKES ENTRANCE 3909

Lot: G PS: 328995

THE PERMIT ALLOWS:

Planning Scheme Clause	Matter for which the permit has been granted
32.08-3 (GRZ1)+	Subdivide land
43.02-3 (DDO)	Subdivide land
44.01-2 (EMO)*	Construct a building or construct or carry out works
44.01-3 (EMO)*	Remove any vegetation
44.01-5 (EMO)*	Subdivide land
52.17-1	Remove native vegetation
52.29-2*	Create or alter access to a road in a Transport Zone 2
52.29-2*	Subdivide land adjacent to a road in a Transport Zone 2

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Operation of the Permit

 At all times what the permit allows must be carried out generally in accordance with the requirements of any document approved under this permit to the satisfaction of the responsible authority, unless with the written consent of the responsible authority.

s173 Legal Agreement

- 2. Prior to the issue of a statement of compliance, the owner(s) shall enter into an agreement with the responsible authority pursuant to section 173 of the Planning and Environment Act 1987 ('the Act') and make application to the Registrar of Titles to have the agreement registered on the title to the land under section 181 of the Act. The owner(s) must pay all reasonable costs of the preparation, execution and registration of the agreement and any subsequent amendment, removal or other dealing associated with the agreement. The agreement will stipulate that:
 - a. Any future dwelling on each lot must be connected to a rainwater tank as per the endorsed Stormwater Management Plan. The rainwater tank must be plumbed to all toilets and laundries in the dwelling/s.
 - b. All stormwater treatment assets as required by the endorsed Stormwater Management Plan must be maintained in good working order.
 - c. At all times, vehicle access over reserves in the subdivision is prohibited.

Telecommunications – Mandatory Conditions

- 3. The owner of the land must enter into an agreement with:
 - a. a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - b. a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network (NBN) will not be provided by optical fibre.

Date Issued: 20 December 2024

Page 1 of 11

Signature for the Responsible Authority

- 4. Before the issue of a Statement of Compliance for any stage of the subdivision under the *Subdivision Act 1988*, the owner of the land must provide written confirmation from:
 - a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the item; and
 - b. a suitably qualified person that fibre ready telecommunications facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Fire Management conditions Subdivision plan not to be altered

5. The subdivision as shown on Version 14 of the proposed subdivision supplied from Crowther & Sadler dated 28/08/2024 must not be altered without the consent of CFA.

Hydrants

- 6. Prior to the issue of a Statement of Compliance under the Subdivision Act 1988 the following requirements must be met to the satisfaction of the CFA:
 - a. Above or below ground operable hydrants must be provided. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of the lots) must be 120 metres and the hydrants must be no more than 200 metres apart. These distances must be measured around lot boundaries.
 - b. The hydrants must be identified with marker posts and road reflectors as applicable to the satisfaction of the Country Fire Authority.

Roads

- 7. Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.
 - a. The average grade must be no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 meters. Dips must have no more than a 1 in 8 (12%) (7.1 degree) entry and exit angle.
 - b. Curves must have a minimum inner radius of 10 metres.
 - c. Roads more than 60m in length from the nearest intersection must have a turning circle with a minimum radius of 8m (including roll-over kerbs if they are provided) T or Y heads of dimensions specified by the CFA may be used as alternatives.

Catchment and Drainage conditions

- 8. Prior to certification of the plan of subdivision, amended flood modelling must be provided for the subdivision layout proposed in Crowther and Sadler Ref. 19395, Version 14, drawn 28 August 2024 that:
 - a. Includes the proposed earthworks and waterway realignment for the area between Lots 14 and 15, as well as the proposed road alignment.
 - b. Clarifies the 1% Annual Exceedance Probability (AEP) flood extent, height, depth and velocity associated with the proposed subdivision, with particular regard to the provision of safe vehicle access to all lots.
 - c. Demonstrates that all lots will be flood free in a 1% AEP flood event.
- 9. Prior to certification of the plan of subdivision, a Waterway Management Plan (WMP) must be prepared in consultation with the East Gippsland Catchment Management Authority and to the satisfaction of the Responsible Authority. The WMP must include:
 - a. Details of existing environmental values.

Date Issued:	20 December 2024	
		W()

- b. Details of any initial stabilisation and vegetation works.
- c. A landscape plan for revegetation of land within a 30-metre buffer either side of the waterway, including a species list and proposed density of the plantings. The vegetation must be representative of the Ecological Vegetation Class for the site. Any area required to be cleared of vegetation to create defendable space must not encroach into the required revegetation within the waterway buffer.
- d. A maintenance activities schedule detailing the establishment and ongoing maintenance requirements, frequency of maintenance activities and handover benchmarks.
- 10. Prior to certification of the plan of subdivision, an amended Stormwater Management Plan (SMP) must be developed in consultation with the East Gippsland Catchment Management Authority and to the satisfaction of the Responsible Authority. The SMP must:
 - a. Demonstrate that all stormwater discharge from the subdivision will meet the Urban Stormwater Best Practice Environmental Management Guidelines (CSIRO, 1999), and must quantify the reduced loads of sediment, nutrient and gross pollutants in kg/year.
 - b. Include a plan showing the location of all stormwater treatment assets and how the subdivision will drain to each stormwater treatment asset.
 - c. Include a maintenance schedule to identify what actions are required to ensure that the water quality treatment assets are maintained in perpetuity and who is the responsible party for each action.
- 11. Before any works associated with the subdivision start, a detailed drainage management plan (DMP) to the satisfaction of the responsible authority must be submitted to and be approved by the responsible authority. When approved, the plans will then form part of the permit. The design and documentation for the drainage works must be prepared in accordance with the SMP, WMP, and standard engineering practice to provide for the collection, control and disposal of all stormwater runoff, and show:
 - a. Drainage infrastructure, including swale drains and culverts, piping/drains and pits.
 - b. Any modification to the terrain, such as filling and excavation.
 - c. Easements and legal points of discharge.
 - d. Methods of on-site detention, Water Sensitive Urban Design including the provision of rainwater tanks, rain gardens sediment traps, wetlands, detention basins.
 - e. 1% and 20% AEP rainfall event flow paths over the subdivision and immediate surrounding area.
 - f. Southern reserves (adjacent to Princes Highway) shaped with a shallow swale drain to direct sheet flow from upslope into the piped road drainage system.
- 12. During construction, all earthworks associated with the construction of the drainage must be stabilised to protect against erosion and failure and must not encroach onto other properties.
- 13. Before the issue of a statement of compliance for the subdivision, the works described in the Waterway Management Plan and Stormwater Management Plan must be completed to the satisfaction of the responsible authority in consultation with the East Gippsland Catchment Management Authority.
- 14. Before the issue of a statement of compliance, all drainage works and requirements must be undertaken and completed to the satisfaction of the responsible authority.

Roads and Services

15. Before the commencement of works, a road construction plan to the satisfaction of the Responsible Authority must be submitted to and be approved by the Responsible Authority. When approved, the plans will then form part of the permit and must not be altered unless with the written consent of the responsible authority. The plans must be drawn to scale with dimensions. The plans must show:

Date Issued:	20 December 2024	
		\mathcal{M}

- a. Fully sealed pavement for new internal road, with a minimum trafficable width of 6.7metres and mountable kerb and channel on both sides.
- b. A road longitudinal section.
- c. At least 6 pavement cross-sections including in the vicinity of lots 18 and 19 clearly showing the size and number of gabions required on the downslope of the road cross section.
 - i. The road cross sections are to show a safety barrier on the top of the gabions for pedestrian safety.
- d. Fully asphalted pavement with a turning area with a minimum radius of ten metres.
- e. Details of erosion protection works.
- f. Rock beaching work must be shown at all pipe outlet locations to the creek.
- g. An intersection design at the Princes Highway.
- h. Verge areas with a width sufficient for the construction of drainage infrastructure, services and for pedestrian access.
- i. Concrete footpaths a minimum of 1.5 metres wide on one side of the internal road and connection to the existing footpath within the Princes Highway road reserve.
- j. Street lighting (using LED technology).
- k. Statutory signage and traffic control devices and line marking as appropriate.

The documentation for the road works must include provision for maintenance and repair of damage to any existing road and drainage infrastructure.

The works must be subject to a twelve-month defects liability period.

The responsible authority may consent in writing to variations to these requirements.

- 16. Before the issue of statement of compliance, all road works and requirements must be undertaken and completed to the satisfaction of the Responsible Authority.
- 17. During construction and maintenance activities, adequate steps must be taken to stop soil erosion and the movement of sediment off site and into drainage lines, watercourses and onto adjoining land to the satisfaction of the Responsible Authority. Methods include but are not limited to:
 - a. Control of on-site drainage by intercepting and redirecting run-off in a controlled manner to stabilised vegetated areas on site.
 - b. Installation of sediment control structures such as sediment basins, sediment fences and sediment traps when construction commences and maintaining them until the site is stabilised.
 - c. Re-vegetating all disturbed areas as quickly as possible or within 14 days after construction works are completed.
- 18. Cut batters must be no steeper than 1 in 1.5 and fill batters no steeper than 1 in 2 unless retained by structural means. When completed, all batters must have a layer of topsoil, 50mm minimum thickness, spread over them and sown with a suitable grass and clover mixture, or mulched and planted with ground cover plants to the satisfaction of the Responsible Authority.

Asset Recording, Management, and Repair

- 19. Before the issue of statement of compliance, the existing crossover to the property must be removed and any damage caused through construction activity must be repaired/reinstated generally consistent with the adjacent verge, to the satisfaction of the relevant road authority.
- 20. Before the issue of statement of compliance any damage or defects as a result of faulty work must be rectified to the satisfaction of the responsible authority.

Date Issued:	20 December 2024	Mac

- 21. Before the issue of statement of compliance, "As Built" plans and survey data must be provided in AutoCAD electronic format to Geocentric Datum Australia MGA 2020 spatial coordinates for translation into the Council's GIS. Datum unless otherwise agreed by Council, levels should be related to Australian Height Datum (AHD). Plans should include detail of any permanent survey marks and their respective numbers/identification, and any temporary benchmarks relevant to the works.
- 22. Prior to sealing of the pavement, the applicant must undertake CCTV verification of all underground drainage assets in accordance with the 'Infrastructure Design Manual' and to the satisfaction of the Responsible Authority. Sealing works cannot commence until the Responsible Authority has reviewed the CCTV footage and provided consent for sealing works to proceed.
- 23. Before the issue of statement of compliance, the "As Built" plans, survey and design data and a Schedule of Quantities and Prices is to be provided to the satisfaction of the responsible authority.

Waste management

24. Before the issue of statement of compliance, a concreted kerbside bin collection pad for ten (10) standard 240 litre bins must be constructed along the road kerb within reasonable distance to both common property accesses, to the satisfaction of the responsible authority.

Landscaping

- 25. Before the certification of the plan of subdivision, a landscape plan must be approved and endorsed by the responsible authority. The landscape plan must:
 - a) be prepared to the satisfaction of the responsible authority
 - b) be prepared by a suitably qualified person
 - c) have plans drawn to scale with dimensions
 - d) be submitted to the responsible authority in electronic form
 - e) include the following:
 - i. layout of landscaping and planting within all proposed reserves consistent with the WMP;
 - ii. a survey (including botanical names) of all existing vegetation to be retained and/or removed:
 - iii. a planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant:
 - iv. Detail of any earthworks proposed, including for drainage in accordance with the drainage management plan;
 - v. Footpath connection to existing shared use path within the Princes Highway Road reserve;
 - vi. Fencing of lots adjoining reserves, considering bushfire mitigation, noise attenuation, and street surveillance; and
 - vii. Hardscape features to prevent unauthorized vehicle access to reserves.

The responsible authority may consent in writing to vary any of these requirements.

26. Within twelve months of completion of the development, the landscaping shown on the approved landscape plan must be carried out and completed to the satisfaction of the responsible authority. The responsible authority may consent in writing to vary this requirement.

Date Issued:	20 December 2024	
		MICO

- 27. At all times the landscaping shown on the approved landscape plan must be maintained (including the replacement of any dead, diseased or damaged plants) to the satisfaction of the responsible authority.
- 28. Before the statement of compliance, a financial contribution as agreed with the responsible authority, is to be paid at a rate of one street tree per lot to the satisfaction of the responsible authority unless otherwise with the written consent of the responsible authority.

Construction Management

- 29. Before the commencement of any works associated with the subdivision start, a construction management plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must include:
 - a. Location of any temporary construction works office and machinery storage area;
 - b. The construction works access way;
 - c. Details of construction days and hours;

7am - 6pm Monday to Friday

7am - 1pm Saturday

Public Holidays; only as approved by Council

- d. Vehicle and machinery exclusion zones;
- e. Location and management requirements of stockpiled soil;
- f. Measures and techniques to protect drainage lines and watercourses from sediment runoff from disturbed or under construction areas;
- g. Measures and methods to be employed to protect sites of conservation importance, native vegetation and areas of archaeological significance:
- h. Measures and techniques to manage dust control;
- A note that Dewatering of sedimentation/retention basins during construction is prohibited without the prior approval of the Responsible Authority;
- j. The location of a machinery and vehicle wash down area and requirements for the ongoing use of the of the machinery and vehicle wash down area by contractors;
- k. Location and management of litter storage areas, construction waste areas and chemical storage areas; and
- Methods of ensuring all contractors are informed of the requirements of the construction management plan and persons responsible for ensuring the construction management plan is adhered to.
- 30. All construction works and requirements of the construction management plan must be undertaken and completed in accordance with the endorsed construction management plan to the satisfaction of the Responsible Authority.
- 31. All earthworks associated with the development must be stabilised in accordance with standard engineering design and practices against erosion and failure. All earthworks or retaining structures must not encroach across neighbouring property boundaries to the satisfaction of the Responsible Authority.
- 32. No vegetation is to be removed, lopped or cleared outside of the construction zone without the prior approval of the Responsible Authority.

Native Vegetation Removal Conditions Notification of Permit Conditions

33. Before works start, the permit holder must advise all persons undertaking the vegetation removal or works on site of all relevant permit conditions and associated statutory requirements or approvals.

Date Issued:	20 December 2024	\sim
		M(Q)

Page 6 of 11

Native vegetation offsets

Offset requirement

34. To offset the removal of 0.313 hectares of native vegetation the permit holder must secure a native vegetation offset, in accordance with the *Guidelines for the removal, destruction or lopping of native vegetation* (DELWP 2017) as specified below:

General offset

A general offset of 0.114 general habitat units:

 a. located within the East Gippsland Catchment Management Authority boundary or East Gippsland Shire Council municipal district

with a minimum strategic biodiversity score of at least 0.210.

The offset(s) secured must provide protection of at least two (2) large trees.

Offset evidence and timing

35. Before any native vegetation is removed and prior to the issue of the Statement of Compliance, evidence that the required offset for the project has been secured must be provided to the satisfaction of the Responsible Authority. This evidence is credit extract(s) allocated to the permit from the Native Vegetation Credit Register.

A copy of the offset evidence will be endorsed by the responsible authority and form part of this permit.

Within 30 days of endorsement of the offset evidence by the responsible authority, a copy of the endorsed offset evidence must be provided to the Department of Energy, Environment, and Climate Action.

Operation and Expiry of the Permit

- 36. This permit will operate from the issued date of this permit.
- 37. This permit as it relates to development (subdivision, earthworks, roadworks and vegetation removal) will expire if one of the following circumstances applies:
 - a. The works are not started within 2 years of the issued date of this permit.
 - b. The vegetation removal has not started within 2 years of the issued date of this permit.
 - c. The plan of subdivision has not been certified under the *Subdivision Act 1988* within 2 years of the issued date of this permit.
 - d. The works are not completed within 7 years of the issued date of this permit.
 - e. The vegetation removal is not completed within 7 years of the issued date of this permit.
 - f. A statement of compliance is not issued within 5 years of the date of certification.

In accordance with Section 69 of the *Planning and Environment Act 1987*, an application may be submitted to the responsible authority for an extension of the periods referred to in this condition.

Ausnet Electricity Services Pty Ltd conditions

- The Plan of Subdivision must be submitted for certification and referred to AUSNET ELECTRICITY SERVICES PTY LTD in accordance with Section 8 of the Subdivision Act 1988.
- 39. The applicant must
 - a. Enter in an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for supply of electricity to each lot on the endorsed plan.
 - b. Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for the rearrangement of the existing electricity supply system.

Dota laguado	00 December 0004		
Date Issued:	20 December 2024		
		\mathcal{M}	
		111 (((()	

Page 7 of 11 Signature for the Responsible Authority

- c. Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by AUSNET ELECTRICITY SERVICES PTY LTD.
- d. Provide easements satisfactory to AUSNET ELECTRICITY SERVICES PTY LTD for the purpose of "Power Line" in the favour of "AUSNET ELECTRICITY SERVICES PTY LTD" pursuant to Section 88 of the Electricity Industry Act 2000, where easements have not been otherwise provided, for all existing AUSNET ELECTRICITY SERVICES PTY LTD electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
- e. Obtain for the use of AUSNET ELECTRICITY SERVICES PTY LTD any other easement required to service the lots.
- f. Adjust the position of any existing AUSNET ELECTRICITY SERVICES PTY LTD easement to accord with the position of the electricity line(s) as determined by survey.
- g. Set aside on the plan of subdivision Reserves for the use of AUSNET ELECTRICITY SERVICES PTY LTD for electric substations.
- h. Provide survey plans for any electric substations required by AUSNET ELECTRICITY SERVICES PTY LTD and for associated power lines and cables and executes leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. AUSNET ELECTRICITY SERVICES PTY LTD requires that such leases are to be noted on the title by way of a caveat or a notification under Section 88 (2) of the Transfer of Land Act prior to the registration of the plan of subdivision.
- i. Provide to AUSNET ELECTRICITY SERVICES PTY LTD a copy of the plan of subdivision submitted for certification that shows any amendments that have been required.
- j. Agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by AUSNET ELECTRICITY SERVICES PTY LTD. Individual generators must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the Electricity Safety Act 1998.
- k. Ensure that all necessary auditing is completed to the satisfaction of AUSNET ELECTRICITY SERVICES PTY LTD to allow the new network assets to be safely connected to the distribution network.

East Gippsland Water Conditions

- 40. Extend water supply infrastructure to the satisfaction of East Gippsland Water.
- 41. Extend sewerage infrastructure to the satisfaction of East Gippsland Water.
- 42. Submit design, construction, commissioning, and as constructed documentation on all proposed infrastructure, or alterations to existing infrastructure, for written approval by East Gippsland Water.
- 43. Pay applicable development planning charges.
- 44. Place easement(s) on the plan of subdivision over existing/proposed infrastructure, to the satisfaction of East Gippsland Water.

Department of Transport and Planning conditions

45. The proposed intersection at the Princes Highway and the subdivisional road into the development must be constructed with a basic left turn lane (BAL) and a channelised right turn treatment (CHR) generally in accordance with the Austroads Guidelines and to the satisfaction of the Head, Transport for Victoria.

Date Issued:	20 December 2024	Ma	

- 46. Provide Disability Discrimination Act (DDA) compliant footpath crossings which includes a splitter island at the intersection with the Princes Highway and the development to the satisfaction of the Head, Transport for Victoria.
- 47. The existing Arterial Road Pavement and Surrounds must be upgraded to include the new intersection and bus stop at no cost and to the satisfaction of the Head, Transport for Victoria. These works include, but are not limited to:
 - a. Pavement reconstruction
 - b. Pavement Asphalting IRe-Sealing
 - c. Drainage Works
 - d. Street Lighting
 - e. Line Marking
 - f. Signage
- 48. The intersection must be upgraded with V3 roadway lighting to the satisfaction of the Head, Transport for Victoria.
- 49. Prior to design plans beginning, the applicant's consultants must attend a pre-design meeting with the Department of Transport and Planning (Gippsland Region). Pre-Design meeting requests must be submitted via email: nirw.eastern@transport.vic.gov.au
- 50. Prior to construction beginning on site, an Application for External Works Functional Design Review, including Gippsland Region Developer Funded Detailed Functional Layout Checklist, for the Princes Highway and the subdivisional road must be submitted and endorsed by the Head, Transport for Victoria. The application must be generally in accordance with the External works Review and Certification process as outlined on the VicRoads Website.
- 51. Prior to Certification, an Application for External Works Detailed Design Review, including Gippsland Regions Developer Funded Detail Design Checklist, for the Princes Highway and the subdivisional road must be submitted and endorsed by the Head, Transport for Victoria. The application must be generally in accordance with the External works Review and Certification process as outlined on the VicRoads Website.
- 52. Prior to the construction of the bus stop, the Bus Infrastructure Team must be contacted to ascertain the requirements of the construction of the relocated bus stop including any temporary bus stop location. The new location of the bus stop must be compatible with the surrounding infrastructure and the Department of Transport and Planning requirements.
 - Contact email (bus.stop.relocations@transport.vic.gov.au).
- 53. The construction of the bus stop must comply with the *Disability Standards for Accessible Public Transport* 2002 Act and *Disability Discrimination Act* (DDA) at no cost and to the satisfaction of the Head, Transport for Victoria.
- 54. Within 2 months of the construction of bus stop, a safety audit of the bus stop must be prepared by a suitably qualified auditor at no cost to and to the satisfaction of the Head, Transport for Victoria. The audit must:
 - a. State whether the bus stop complies with the Disability Discrimination Act 1992 (Cth),
 - b. Outline any modifications required to the bus stop to ensure it complies with the *Disability Discrimination Act* 1992 (Cth); and
 - c. Provide GPS co-ordinates of the bus stop.
 - d. The findings and recommendations of the audit must be complied with
 - e. to the satisfaction of the Head, Transport for Victoria.

Date Issued: 20 December 2024

Page 9 of 11

Signature for the Responsible Authority

- 55. Prior to the Statement of Compliance, the required roadworks at the Intersection of the Princes Highway and the subdivisional road including the bus stop relocation must be completed at no cost and to the satisfaction of the Head, Transport for Victoria.
- 56. Prior to commencement of the earthworks on site, a truck wheel-wash must be installed at the property boundary to enable all mud and other tyre borne debris from the vehicles to be removed prior to exiting the land.
- 57. The truck wheel-wash must be maintained in good order during the construction phase of the development and may be removed at the end of the construction.
- 58. Any vegetation removal within the arterial road reserve must be referred and approved by the Responsible Authority.

NOTES

1. For the purpose of condition 9, the responsible authority interprets the applicable area as relating to the primary waterway in the existing reserve (Reserve no. 1 PS 328995) to the north and west of the subject land.

East Gippsland Water Notes

- 2. In accordance with Section 136 of the Water Act 1989, easements are required over existing and proposed infrastructure. This requirement applies even if the infrastructure is in common property or there is a Section 12(2) easement over the land.
- 3. For easement(s) created, the Land Benefited/In Favour Of is to be in the name of "East Gippsland Region Water Corporation".
- 4. For any lot area that cannot be fully serviced by a gravity sewer connection, building envelopes or minimum floor levels are to be listed as restrictions on title, to the satisfaction of East Gippsland Water.
- 5. Each lot is to be separately serviced by the water and/or sewerage reticulation system. Subject to East Gippsland Water's requirements being met, relevant infrastructure will then become East Gippsland Water's to own, operate and maintain in perpetuity.
- 6. Should East Gippsland Water determine that a gravity sewerage system is not feasible, then a pressure sewer system may be approved by East Gippsland Water.
- 7. Design documentation to be submitted after certification application has been made.

Department of Transport and Planning note

- 8. Separate consent for the works within the road reserve and the specifications of these works is required under the Road Management Act 2004. For the purposes of this application the works will include provision of:
 - Right turn lane (CHR)
 - Left turn lane (BAL)
 - Splitter island
 - Roadway Lighting
 - Bus Stop

Page 10 of 11

Date Issued: 20 December 2024

Signature for the Responsible Authority

For more information and forms relating to External Works, including Functional Layout Plans, Detailed Layout Plans & Traffic Signal Plans please visit the VicRoads Website. Refer to: https://www.vicroads.vic.gov.au/business-and-industry/design-and-management/external-works-on-the-road-network

Country Fire Authority notes

9. CFA's requirements for identification of hydrants are specified in 'Identification of Street Hydrants for Firefighting Purposes' available under publications on the CFA web site (www.cfa.vic.gov.au)

Date Issued: 20 December 2024

Page 11 of 11 Signature for the Responsible Authority

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

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

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

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

WHEN DOES A PERMIT BEGIN?

A permit operates:

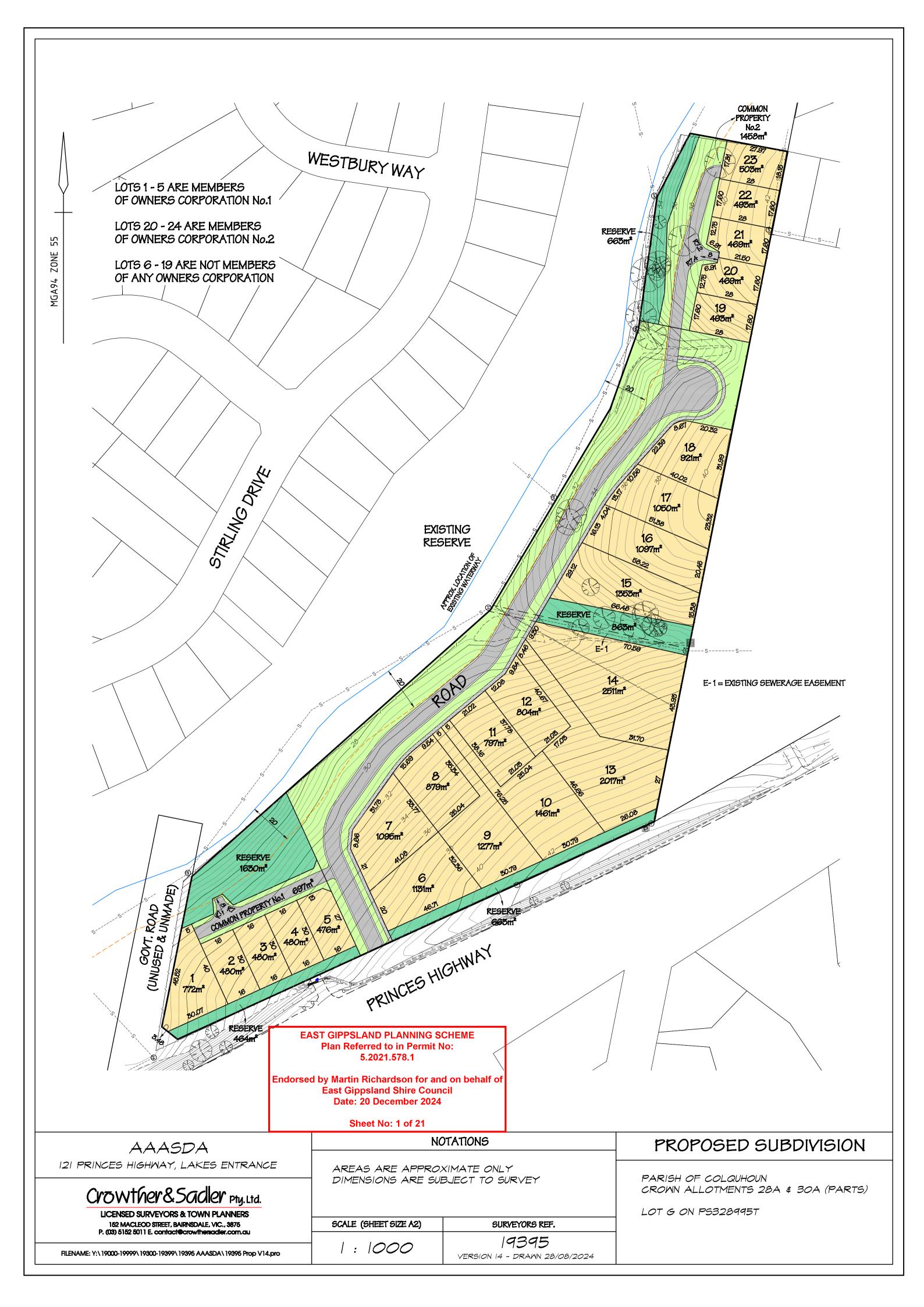
- · From the date specified in the permit, or
- If no date is specified, from -
 - (i) The date of the decision of the Victorian Civil and Administrative Tribunal, If the permit was issued at the direction of the Tribunal, or
 - (ii) The day on which it is issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

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

WHAT ABOUT REVIEWS?

- The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in such case, no right of appeal exists.
- An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to
 Grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after
 the giving of that notice.
- An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- An appeal must be made on a Notice of Appeal form and lodged with the Victorian Civil and Administrative Tribunal, and be accompanied by the prescribed fee. An appeal must state the grounds on which it is based.
- An appeal must also be served on the responsible authority.
- Details about appeals, notice of appeal forms and the fees payable can be obtained from the Planning & Environment List at the Victorian Civil and Administrative Tribunal.



O - DENOTES TREE TO BE REMOVED

AAASDA

121 PRINCES HIGHWAY, LAKES ENTRANCE

Crowther&Sadler Pty.Ltd.

LICENSED SURVEYORS & TOWN PLANNERS
152 MACLEOD STREET, BAIRNSDALE, VIC., 3875
P. (03) 5152 5011 E. contact@crowthersadler.com.au

FILENAME: Y:\19000-19999\19300-19399\19395 AAASDA\19395 Veg Removal V3.pro

NOTATIONS

AREAS ARE APPROXIMATE ONLY DIMENSIONS ARE SUBJECT TO SURVEY

SCALE (SHEET SIZE A2)	SURVEYORS REF.		
1:1000	19395		
1.1000	VERSION 3 - DRAWN 12/07/2024		

PLAN OF VEGETATION REMOVAL

PARISH OF COLQUHOUN CROWN ALLOTMENTS 28A \$ 30A (PARTS)

LOT G ON PS328995T



A report to support an application to remove, destroy or lop native vegetation in the **Intermediate** Assessment Pathway using the modelled condition score

This report provides information to support an application to remove native vegetation in accordance with the *Guidelines for the removal, destruction or lopping of native vegetation*. The report <u>is not</u> an assessment by DELWP or local council of the proposed native vegetation removal. Biodiversity information and offset requirements have been calculated using modelled condition scores contained in the *Native vegetation condition map*.

Date and time: 21 October 2021 12:32 PM

Lat./Long.: -37.8648764572182,148.018215064908 Native vegetation report ID:

Address: 121 PRINCES HIGHWAY LAKES 319-20211021-011

ENTRANCE 3909

55 STIRLING DRIVE LAKES ENTRANCE

3909

Assessment pathway

The assessment pathway and reason for the assessment pathway

Assessment pathway	Intermediate Assessment Pathway
Extent of past plus proposed native vegetation removal	0.313 hectares
No. large trees	2 large tree(s)
Location category	Location 1 The native vegetation is not in an area mapped as an endangered Ecological Vegetation Class, sensitive wetland or coastal area. Removal of less than 0.5 hectares will not have a significant impact on any habitat for a rare or threatened species.

Offset requirement

The offset requirement that will apply if the native vegetation is approved to be removed

Offset type	General offset	General offset			
Offset amount	0.114 general hab	0.114 general habitat units			
Offset attributes					
Vicinity	East Gippsland Council	East Gippsland Catchment Management Authority (CMA) or East Gippsland Shire Council			
Minimum strategic biodiversity value score	0.210 EAST GIPPSLAND PLANNING SCH				
Large trees	2 large tree(s)				

Endorsed by Martin Richardson for and on behalf of East Gippsland Shire Council Date: 20 December 2024

Sheet No: 3 of 21



Biodiversity information about the native vegetation

Description of any past native vegetation removal

Any native vegetation that was approved to be removed, or was removed without the required approvals, on the same property or on contiguous land in the same ownership, in the five year period before the application to remove native vegetation is lodged is detailed below.

Permit/PIN number	Extent of native vegetation (hectares)		
None entered	0 hectares		

Description of the native vegetation proposed to be removed

Extent of all mapped native vegetation	0.313 hectares
Condition score of all mapped native vegetation	0.383
Strategic biodiversity value score of all mapped native vegetation	0.262
Extent of patches native vegetation	0.048 hectares
1	0.026 hectares
2	0.022 hectares
Extent of scattered trees	0.265 hectares
No. large trees within patches	2 large tree(s)
No. large scattered trees	0 large tree(s)
No. small scattered trees	9 small tree(s)

Additional information about trees to be removed, shown in Figure 1

Tree ID	Tree circumference (cm)	Benchmark circumference (cm)	Scattered / Patch	Tree size
J	100	220	Scattered	Small
K	140	220	Scattered	Small
L	80	220	Scattered	Small
М	145	220	Scattered	Small
N	80	220	Scattered	Small
0	130	220	Scattered	Small
Р	50	220	Scattered	Small
Q	90	220	Scattered	Small
R	100	220	Scattered	Small
С	145	220	Patch	Small
D	132	220	Patch	Small
А	300	220	Patch	Large
В	300	₂₂₀ EAST	GIPPSLAND PLANI	NING SCHEME
E	182	220	lan Referred to in P	ermit No: Small
F	90	220	Patch	Small
G	90	Enærsed by	Martin Richardson	। for an&াজা behalf o

East Gippsland Shire Council

Native vegetation removal report ID 319-20211021-011

Sheet No: 4 of 21



Н	75	220	Patch	Small
I	130	220	Patch	Small

EAST GIPPSLAND PLANNING SCHEME Plan Referred to in Permit No: 5.2021.578.1

Endorsed by Martin Richardson for and on behalf of East Gippsland Shire Council Date: 20 December 2024

Sheet No: 5 of 21

Other information

Applications to remove, destroy or lop native vegetation must include all the below information. If an appropriate response has not been provided the application is not complete.

Photographs of the native vegetation to be removed

Recent, dated photographs of the native vegetation to be removed must be provided with the application. All photographs must be clear, show whether the vegetation is a patch of native vegetation or scattered trees, and identify any large trees. If the area of native vegetation to be removed is large, provide photos that are indicative of the native vegetation.

Ensure photographs are attached to the application. If appropriate photographs have not been provided the application is not complete.

ropographical and land information
Description of the topographic and land information relating to the native vegetation

Topographical and land information
Description of the topographic and land information relating to the native vegetation to be removed, including any ridges, crests and hilltops, wetlands and waterways, slopes of more than 20 percent, drainage lines, low lying areas, saline discharge areas, and areas of existing erosion, as appropriate. This may be represented in a map or plan. This is an application requirement and your application will be incomplete without it.
Avoid and minimise statement
This statement describes what has been done to avoid the removal of, and minimise impacts on the biodiversity and other values of native vegetation. This is an application requirement and your application will be incomplete without it.

Defendable space statement

Where the removal of native vegetation is to create defendable space, a written statement explaining why the removal of native vegetation is necessary. This statement must have regard to other available bushfire risk mitigation measures. This statement is not required if your application also includes an application under the Bushfire Management Overlay.

Offset statement

An offset statement that demonstrates that an offset is available and describes how the required offset will be secured. This is an application requirement and your application will be incomplete without it.

EAST GIPPSLAND PLANNING SCHEME Plan Referred to in Permit No: 5.2021.578.1

> **Endorsed by Martin Richardson for and on behalf of East Gippsland Shire Council** Date: 20 December 2024

> > Sheet No: 6 of 21

Native vegetation removal rep

Next steps

Applications to remove, destroy or lop native vegetation must address all the application requirements specified in *Guidelines for the removal, destruction or lopping of native vegetation*. If you wish to remove the mapped native vegetation you are required to apply for a permit from your local council. This *Native vegetation removal report*must be submitted with your application and meets most of the application requirements. The following needs to be added as applicable.

Property Vegetation Plan

Landowners can manage native vegetation on their property in the longer term by developing a Property Vegetation Plan (PVP) and entering in to an agreement with DELWP.

If an approved PVP applies to the land, ensure the PVP is attached to the application.

Applications under Clause 52.16

An application to remove, destroy or lop native vegetation is under Clause 52.16 if a Native Vegetation Precinct Plan (NVPP) applies to the land, and the proposed native vegetation removal <u>is not</u> in accordance with the relevant NVPP. If this is the case, a statement that explains how the proposal responds to the NVPP considerations must be provided.

If the application is under Clause 52.16, ensure a statement that explains how the proposal responds to the NVPP considerations is attached to the application.

© The State of Victoria Department of Environment, Land, Water and Planning Melbourne 2021.

This work is licensed under a Creative Commons Attribution 4.0 International licence. You are free to re-use the work under that licence, on the condition that you credit the State of Victoria as author. The licence does not apply to any images, photographs or branding, including the Victorian Coat of Arms, the Victorian Government logo and the Department of Environment, Land, Water and Planning logo. To view a copy of this licence, visit http://creativecommons.org/licenses/by/3.0/au/deed.en

Authorised by the Victorian Government, 8 Nicholson Street, East Melbourne.

For more information contact the DELWP Customer Service Centre 136 186

www.delwp.vic.gov.au

Disclaimer

This publication may be of assistance to you but the State of Victoria and its employees do not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this publication.

Obtaining this publication does not guarantee that an application will meet the requirements of Clauses 52.16 or 52.17 of planning schemes in Victoria or that a permit to remove native vegetation will be granted.

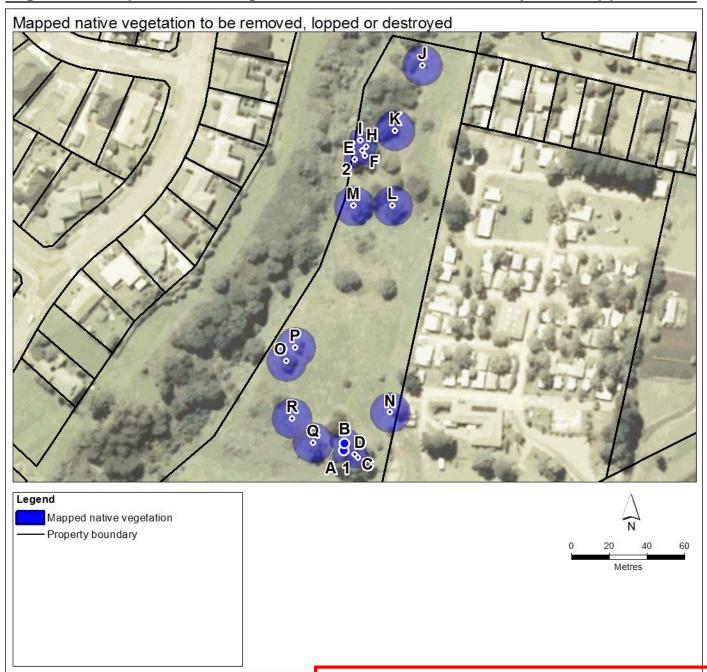
Notwithstanding anything else contained in this publication, you must ensure that you comply with all relevant laws, legislation, awards or orders and that you obtain and comply with all permits, approvals and the like that affect, are applicable or are necessary to undertake any action to remove, lop or destroy or otherwise deal with any native vegetation or that apply to matters within the scope of Clauses 52.16 or 52.17 of planning schemes in Victoria.

EAST GIPPSLAND PLANNING SCHEME Plan Referred to in Permit No: 5.2021.578.1

Endorsed by Martin Richardson for and on behalf of East Gippsland Shire Council
Date: 20 December 2024

Sheet No: 7 of 21

Figure 1 – Map of native vegetation to be removed, destroyed or lopped



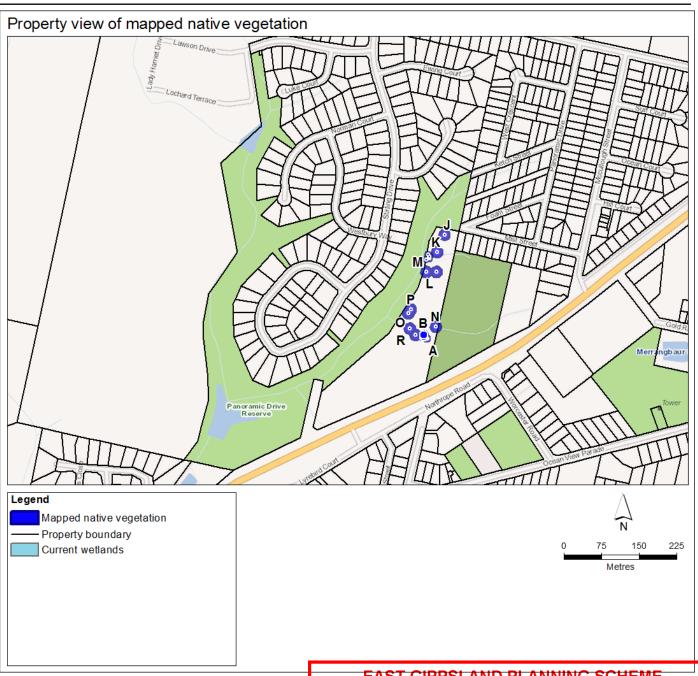
EAST GIPPSLAND PLANNING SCHEME Plan Referred to in Permit No: 5.2021.578.1

Endorsed by Martin Richardson for and on behalf of East Gippsland Shire Council Date: 20 December 2024

Sheet No: 8 of 21



Figure 2 – Map of property in context



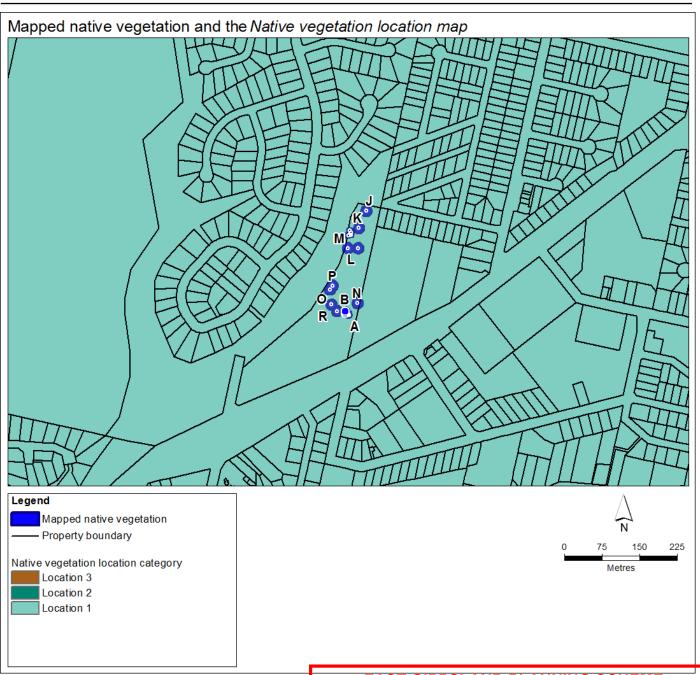
EAST GIPPSLAND PLANNING SCHEME Plan Referred to in Permit No: 5.2021.578.1

Endorsed by Martin Richardson for and on behalf of East Gippsland Shire Council Date: 20 December 2024

Sheet No: 9 of 21



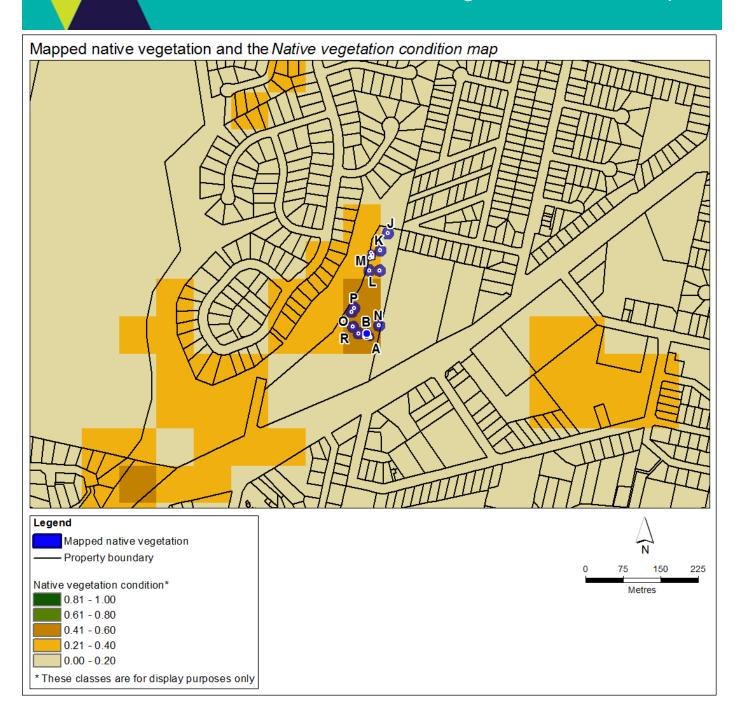
Figure 3 - Biodiversity information maps



EAST GIPPSLAND PLANNING SCHEME Plan Referred to in Permit No: 5.2021.578.1

Endorsed by Martin Richardson for and on behalf of East Gippsland Shire Council Date: 20 December 2024

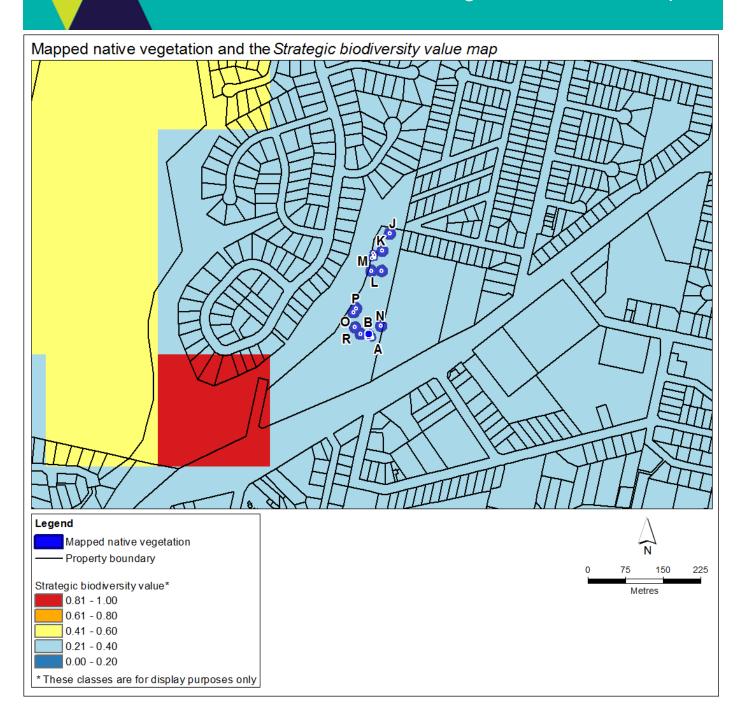
Sheet No: 10 of 21



EAST GIPPSLAND PLANNING SCHEME Plan Referred to in Permit No: 5.2021.578.1

Endorsed by Martin Richardson for and on behalf of East Gippsland Shire Council Date: 20 December 2024

Sheet No: 11 of 21



EAST GIPPSLAND PLANNING SCHEME Plan Referred to in Permit No: 5.2021.578.1

Endorsed by Martin Richardson for and on behalf of East Gippsland Shire Council Date: 20 December 2024

Sheet No: 12 of 21



Appendix 1 - Details of offset requirements

Native vegetation to be removed

Extent of all mapped native vegetation (for calculating habitat hectares)	0.313	The area of land covered by a patch of native vegetation and/or a scattered tree, measured in hectares. Where the mapped native vegetation includes scattered trees, each tree is assigned a standard extent and converted to hectares. A small scattered tree is assigned a standard extent defined by a circle with a 10 metre radius and a large scattered tree a circle with a 15 metre radius. The extent of all mapped native vegetation is an input to calculating the habitat hectares.
Condition score*	0.383	The condition score of native vegetation is a site-based measure that describes how close native vegetation is to its mature natural state. The condition score is the weighted average condition score of the mapped native vegetation calculated using the <i>Native vegetation condition map</i> .
Habitat hectares	0.120	Habitat hectares is a site-based measure that combines extent and condition of native vegetation. It is calculated by multiplying the extent of native vegetation by the condition score: *Habitat hectares = extent x condition score*
Strategic biodiversity value score	0.262	The strategic biodiversity value score represents the complementary contribution to Victoria's biodiversity of a location, relative to other locations across the state. This score is the weighted average strategic biodiversity value score of the mapped native vegetation calculated using the <i>Strategic biodiversity value map</i> .
General landscape factor	0.631	The general landscape factor is an adjusted strategic biodiversity value score. It has been adjusted to reduce the influence of landscape scale information on the general habitat score.
General habitat score	0.076	The general habitat score combines site-based and landscape scale information to obtain an overall measure of the biodiversity value of the native vegetation. The general habitat score is calculated as follows: General habitat score = habitat hectares x general landscape factor

^{*} Offset requirements for partial removal: If your proposal is to remove parts of the native vegetation in a patch (for example only understorey plants) the condition score must be adjusted. This will require manual editing of the condition score and an update to the calculations that the native vegetation removal tool has provided: habitat hectares, general habitat score and offset amount.

Offset requirements

Offset type	General offset	A general offset is required when the removal of native vegetation does not have a significant impact on any habitat for rare or threatened species. All proposals in the Basic and Intermediate assessment pathways will only require a general offset.
Offset multiplier	1.5	This multiplier is used to address the risk that the predicted outcomes for gain will not be achieved, and therefore will not adequately compensate the biodiversity loss from the removal of native vegetation.
Offset amount (general habitat units)	0.114	The general habitat units are the amount of offset that must be secured if the application is approved. This offset requirement will be a condition to any permit or approval for the removal of native vegetation.
		General habitat units required = general habitat score x 1.5
Minimum strategic biodiversity value score	0.210	The offset site must have a strategic biodiversity value score of at least 80 per cent of the strategic biodiversity value score of the native vegetation to be removed. This is to ensure offsets are located in areas with a strategic biodiversity value that is comparable to the native vegetation to be removed.
Vicinity	East Gippsland CMA or East Gippsland Shire Council	The offset site must be located within the same Catchment Management Authority boundary or municipal district as the native vegetation to be removed.
Large trees	2 large tree (s)	The offset site must protect at least one large tree for every large tree removed. A large tree is a native canopy tree with a Diameter at Breast Height greater than or equal to the large tree benchmark for the local Ecological Vegetation Class. A large tree can be either a large scattered tree or a large patch tree.

EAST GIPPSLAND PLANNING SCHEME Plan Referred to in Permit No: 5.2021.578.1

Endorsed by Martin Richardson for and on behalf of East Gippsland Shire Council Date: 20 December 2024

Sheet No: 13 of 21

EAST GIPPSLAND PLANNING SCHEME Plan Referred to in Permit No: 5.2β21,572.1

Endorsed by Martin Richardson for and on behalf of East Gippsland Shire Council Date: 20 December 2024

6.4 Clause 52.17 Native Vegetation

The following response to Clause 52.17-1 has been provided as a number of 21 native trees contained within the property boundaries will be impacted as a result of the proposal.

Some of the site vegetation will be physically removed to enable the establishment of the internal road network and associated infrastructure however the vegetation contained within the proposed allotments will be presumed lost as the Lots will be less than 4000m² in area.

Application Requirements

The Application complies with the Application Requirements specified within the *Guidelines for the Removal, Destruction or Lopping of Native Vegetation, December 2017* ('the Guidelines').

Accompanying the Application is a Native Vegetation Removal Report (dated 21/10/2021) as generated from the *Native Vegetation Information Management System* which includes detail on the assessment pathway, detail about the vegetation earmarked for removal, mapping and offset requirements along with other details as triggered within Table 4 of the Guidelines.

The vegetation being considered under the provisions of Clause 52.17 includes scattered trees from within Lots 15, 16, 23 & 25 and patches of vegetation from within Lot 15 and within the Common Property.

Patch 1

Patch 1 refers to the cluster of trees within Lot 15 which are being considered under the provisions of Clause 52.17 as they will be contained within an allotment which will be less than 4000m² in area.

Whilst the perennial understorey comprises well below 25% native species, there are more than three canopy trees with touching drip lines within Lot 15 which triggers the patch classification.



Looking north towards patch of vegetation within Lot 15 (Patch 1)

EAST GIPPSLAND PLANNING SCHEME Plan Referred to in Permit No: 5.2624528.1

Endorsed by Martin Richardson for and on behalf of East Gippsland Shire Council
Date: 20 December 2024
Sheet No: 15 of 21



Looking south towards patch of vegetation within Lot 15 (Patch 2)

Patch 2

Patch 2 refers to the cluster of trees within Common Property No. 2 driveway system which will need to be removed to facilitate access and servicing. Having regard for the landform and location of the trees, there is simply insufficient area to avoid their removal.

Whilst the perennial understorey comprises well below 25% native species, there are more than three canopy trees with touching drip lines within the area of Common Property No. 2 which triggers the patch classification.



Looking south towards patch of vegetation within Common Property (Patch 2)

EAST GIPPSLAND PLANNING SCHEME Plan Referred to in Permit No: 5.26名4578.1

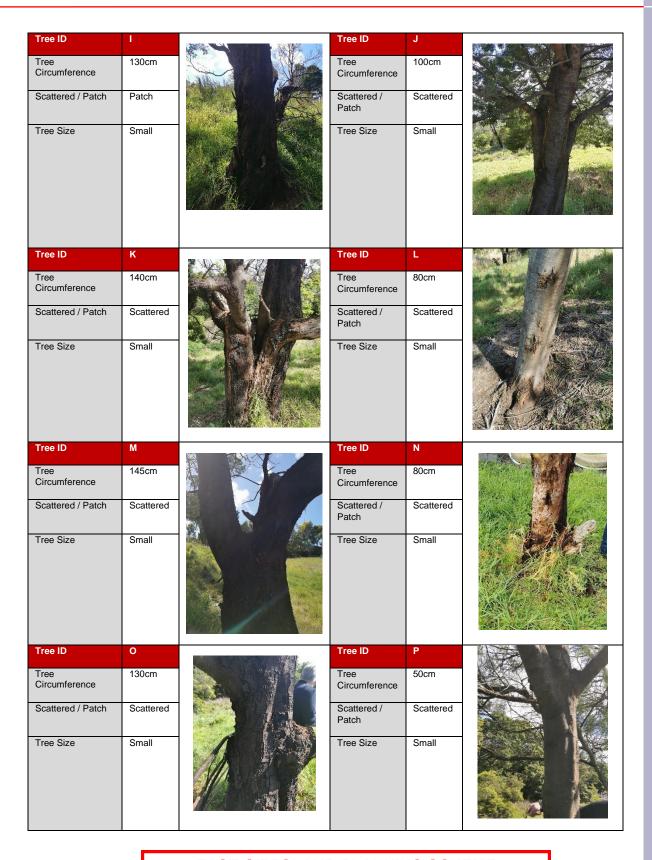
Endorsed by Martin Richardson for and on behalf of East Gippsland Shire Council Date: 20 December 2024

Scattered Trees

The native canopy trees contained within Lots 15, 16, 23 & 25 which do not form 21 part of a patch have been assessed as scattered trees consistent with the Guidelines.

The following table provides information and photographs of the scattered trees (J-R inclusive) and the trees which form part of the native vegetation patches (Patch 1 & Patch 2).

Tree ID	Α	Tree ID	В	
Tree Circumference	300cm	Tree Circumference	300cm	
Scattered / Patch	Patch	Scattered / Patch	Patch	
Tree Size	Large	Tree Size	Large	
Tree ID	С	Tree ID	D	
Tree Circumference	145cm	Tree Circumference	132cm	
Scattered / Patch	Patch	Scattered / Patch	Patch	
Tree Size	Small	Tree Size	Small	
Tree ID	E	Tree ID	F	
Tree Circumference	182cm	Tree Circumference	90cm	
Scattered / Patch	Patch	Scattered / Patch	Patch	
Tree Size	Small	Tree Size	Small	
Tree ID	G	Tree ID	Н	
Tree Circumference	90cm	Tree Circumference	75cm	
Scattered / Patch	Patch	Scattered / Patch	Patch	
Tree Size	Small	Tree Size	Small	



EAST GIPPSLAND PLANNING SCHEME Plan Referred to in Permit No: 5.2021.578.1

Endorsed by Martin Richardson for and on behalf of East Gippsland Shire Council
Date: 20 December 2024

193<mark>9</mark>5 Report

East Gippsland Shire Council

Plan Referred to in Permit No: 5.2021.578.1

Endorsed by Martin Richardson for and on behalf of

ıncil

Tree ID	Q	Γree ID	R	Gippsland Shire Cou
Tree Circumference	90cm	Free Circumference	100cm D	ate: 20 December 202
Scattered / Patch	Scattered	Scattered / Patch	Scattered	Sheet No. 18 of 21
Tree Size	Small	Tree Size	Small	

To compensate for the presumed loss of vegetation, a third party offset will be secured to ensure no net loss of biodiversity, in accordance with the requirements of Clause 52.17-5. Please find enclosed a quotation from Vegetation Link confirming the availability of the required credits with all necessary attributes.

In response to the application requirements specified at Table 4 of the *Guidelines* for the removal, destruction or lopping of native vegetation (DELWP, 2017) ('the Guidelines') we offer the following comments.

	Application Requirement	Response/Comment
1.	Information about the vegetation to be removed	The accompanying Native Vegetation Removal Report includes adequate information to address this Application Requirement.
2.	Topographic and land information	The subject land slopes in a westerly direction however it is not considered to be steep and can easily be walked.
		Whilst there are natural drainage lines dissecting the property and contained on adjoining land, the vegetation being considered is well setback.
3.	Recent dated photographs of the native vegetation to be removed.	Photographs of the existing vegetation included within this report are recent having been taken on 11 October 2021.
4.	Details of other native vegetation approved to be removed, or that was removed without the required approvals on the property within the past 5 years.	We are unaware of any other native vegetation approved to be removed or removed without the required approvals, on the subject land.
5.	Avoid and minimise statement	The subject land is mapped as being within the General Residential Zone which seeks to promote residential style development which makes good use of the community's investment in infrastructure.
		Subdivision of the land will promote residential development consistent with the provisions of the General Residential Zone.

	Application Requirement	Response/Comment	
5.	Avoid and minimise statement (continued)	Some of the vegetation earmarked for removal will accommodate an internal road network and servicing whilst the remainder will be presumed lost as it will be contained within allotments which are less than 4000m² in area.	
		Whilst all of the vegetation will be offset, there will be the ability to physically retain some of the established trees as contained within the allotments, if desired. This will be dependant upon future landowners and development design.	
		It is impractical to create allotments which are greater than 4000m² in area to avoid the presumed loss of vegetation, given the land is contained within the General Residential Zone.	
		Some of the existing vegetation will be preserved as the Reserve has been designed to enable some retention.	
		The majority of the vegetation being considered under the provisions of Clause 52.17 are wattles which are nearing the end of their life expectancy. Several of the trees contained within the property are already dead and others are showing signs of dying off. It is therefore considered to be unrealistic to make drastic alterations to the subdivision design to accommodate them as features.	
6.	Property Vegetation Plan	Not applicable.	
		No Property Vegetation Plan made pursuant to Section 69 of the <i>Conservation, Forest & Land Act 1987</i> has been prepared.	
7.	Defendable space statement	Whilst the subject land is mapped as being Bushfire Prone, it is not mapped as being affected by the provisions of the Bushfire Management Overlay.	
		Given that the site is mapped as being Bushfire Prone and the subdivision will result in the creation of more than 10 allotments a robust response has been provided to Clause 13.02-1S relating to Bushfire Planning.	
		Whilst there is no requirement to establish defendable space as part of the subject Application, the subdivision has been designed so as to ensure that future development can be established having regard for AS 3959.	
8.	Native Vegetation Precinct Plan statement	The Application is not being made under the provisions of Clause 52.16.	
9.	Offset statement	It is anticipated that the standard Conditions will be imposed on Permit which specify the offset requirement and the timing to secure the offset.	
ST GI	PPSLAND PLANNING S	There is no ability to provide vegetation offsets onsite GiverMire residen all context of the area. It is therefore	

Endorsed by Martin Richardson for and on behalf of East Gippsland Shire Council Date: 20 December 2024

19395 Report

Crowther & Sadler Ptylita Sheet No: 19 of 21

Application Requirement	Response/Comment
Offset statement (continued)	Preliminary investigations have been undertaken with a BushBroker accredited organisation to ensure that there are adequate offsets available to purchase which meet the offset requirements.
	Please find accompanying the Application a copy of correspondence provided by Vegetation Link which confirms vegetation offsets are available within the East Gippsland Catchment Management Authority area that can accommodate the presumed vegetation losses. This document is being provided as evidence that suitable vegetation offsets can be purchased under the current market.

	Decision Guidelines	Response/Comment
1.	Efforts to avoid and minimise vegetation removal to be commensurate with the biodiversity and other values.	The land is already zoned General Residential Zone which earmarks the land for residential purposes. Consideration would have been given to a range of issues such as biodiversity at the time the zone was applied. The proposed subdivision has been designed having regard for the site conditions with the allotments being sufficient in area to enable the physical retention of some of the trees, if desired.
		An assessment is being undertaken in accordance with the provisions of Clause 52.17 given the subdivision will result in allotments which are less than 4000m² in area.
2.	The role of the vegetation being removed in protecting water courses, preventing land degradation and adverse effects on groundwater.	The two trees in question are considered to play a minimal role in protecting water quality and preventing land degradation given their location. The trees are well offset from existing water courses and whilst the land is sloping it is not considered to be steep.
3.	The need to manage native vegetation to presence identified landscape values.	Whilst some of the trees have some aesthetic value, they are not considered to have a high environmental value having regard for the NVIM mapping and associated scores.
		The native vegetation is not in an area mapped as an endangered Ecological Vegetation Class, sensitive wetland or coastal area.
4.	Whether the vegetation to be removed is protected under the Aboriginal Heritage Act 2006.	The vegetation earmarked for removal is not identified as being protected under the <i>Aboriginal Heritage Act 2006</i> .
5.	The need to remove	The vegetation is not being removed for the purpose of
		Clefe Mable space. Whilst the subject land is mapped as being Bushfire Prone, it is not mapped as being within
Fiai	5.2021.578.1	the Bushfire Management Overlay.

Endorsed by Martin Richardson for and on behalf of East Gippsland Shire Council

Date: 20 December 2024

19395 Report

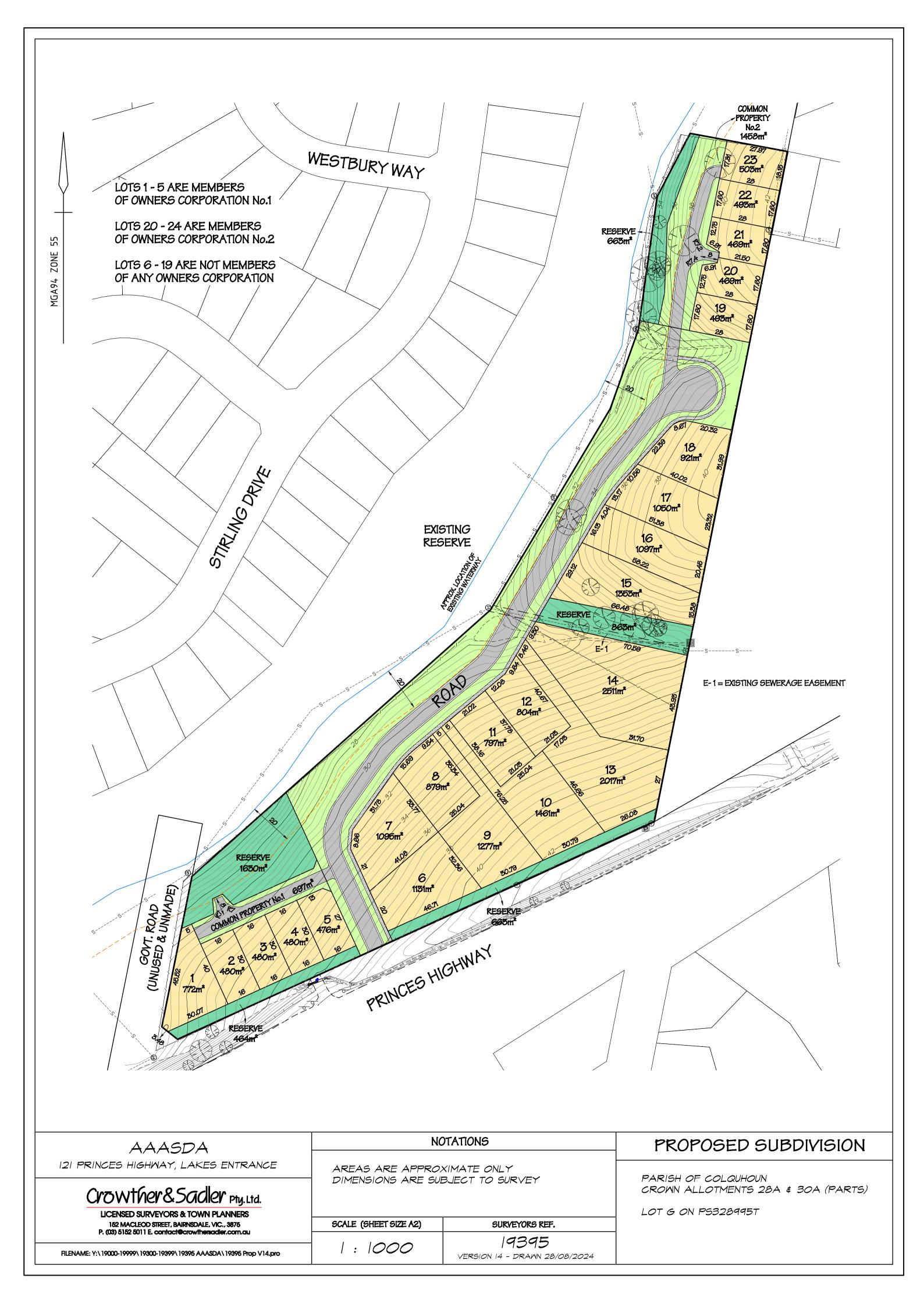
Crowther & Sadler Ptylita Sheet No: 20 of 21

	Decision Guidelines	Response/Comment
6.	Whether the removal is in accordance with any Property Management Plan.	There is no Property Management Plan applying.
7.	Whether an offset that meets the requirements has been identified and can be secured.	There is the ability to obtain and secure vegetation offsets which meet the offset requirements in accordance with the Guidelines. This has been demonstrated through the inclusion of a quotation provided by Vegetation Link.
8.	Clause 52.16 Applications	N/A The Application is not being made under the provisions of Clause 52.16.
9.	Impacts on biodiversity	The vegetation being considered under Clause 52.17 is not contained in an area mapped as an endangered Ecological Vegetation Class, sensitive wetland or coastal area. As outlined on the accompanying Native Vegetation Removal Report the vegetation loss will not have a significant impact on any habitat for a rare of threatened species.

EAST GIPPSLAND PLANNING SCHEME Plan Referred to in Permit No: 5.2021.578.1

Endorsed by Martin Richardson for and on behalf of East Gippsland Shire Council Date: 20 December 2024

Sheet No: 21 of 21



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 (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.

> CONSUMER V **AFFAIRS**

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

