

Contract of sale of land

Property:

Lot 154, 36-37 Alfred Court, Ocean Grove 3226

WHYTE JUST & MOORE

27 Malop Street, Geelong VIC 3220

Tel: 03 5222 2077

Fax: 03 5221 3846

DX 22053 Geelong



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../20.....

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

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR: GOANDRA PTY LTD ACN 004 834 431

..... on/...../20.....

Print name(s) of person(s) signing: ANTHONY CUMMERFORD REILLY

State nature of authority, if applicable: Director

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

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Particulars of sale

Vendor's estate agent

R.T. EDGAR BELLARINE PTY LTD

4/68 The Terrace, Ocean Grove VIC 3226

Tel: 5255 4099

Fax: 5255 4326

AND

HAYDEN REAL ESTATE

75 The Terrace, Ocean Grove VIC 3226

Tel: 5255 1000 Fax: 5255 4744

Vendor

GOANDRA PTY LTD ACN 004 834 431

105 Thacker Street, Ocean Grove VIC 3226

Vendor's legal practitioner or conveyancer

Whyte Just & Moore

27 Malop Street, Geelong VIC 3220

PO Box 4329, Geelong VIC 3220

DX: 22053 Geelong

Email: debbie.lear@wjmlawyers.com.au

Tel: 03 5222 2077

Mob:

Fax: 03 5221 3846

Ref: Debbie Lear

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12193	Folio	457	154	PS741439V
Volume		Folio			

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: **36-37 Alfred Court, Ocean Grove 3226**

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

Vacant land.

Payment

Price	\$	
Deposit	\$	On signing hereof
Balance	\$	payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

☐ a residential tenancy for a fixed term ending on / /20.....

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:
(or another lender chosen by the purchaser)

Loan amount: no more than \$..... Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

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

Special Conditions

1. Definitions and Interpretation

1.1 Definitions

In this Contract of Sale the meaning of the terms used as set below.

Act means the *Subdivision Act 1988 (Vic)*

Additional Restrictions includes, without limitation all easements, encumbrances, rights, privileges, restrictions on use, covenants, dedications of land, agreements (including, without limitation, the entering into of any agreement under section 173 of the *Planning and Environment Act 1987 (Vic)* and any agreement required under the Planning Permit) leases, licenses, other occupation rights and arrangements relating to all or part of the Development including those, without limitation, which are described in special condition 20 and which are:

- (a) required by an Authority or the Registrar;
- (b) required by a condition of an Approval;
- (c) reasonably and properly required for the Development; and
- (d) necessary to satisfy a Requirement.

Approvals means any permit, licence, consent, certificate or other approval obtained or required to be obtained from an Authority in relation to the Development or any Lot on the Plan.

Authority means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

Bank means any one of Commonwealth Bank of Australia, Westpac Banking Corporation, ANZ Banking Group Limited, National Australia Bank Limited or any Australian Bank which the **vendor's legal practitioner** (as stakeholder) deposits the Deposit with or as the **vendor** otherwise agrees to.

Claim means any claim, action, proceeding, judgement, damage, loss, cost, expense or liability however incurred or suffered or brought or made or recovered against any person, however arising (whether or not presently ascertained, immediate, future or contingent or in the nature of incidental, special, exemplary or consequential damages) including, but not limited to loss of profits or revenue, interference with business operations or loss of tenants, lenders, investors or buyer's inability to use the **land**.

Contract means this contract of sale of real estate and includes the attachments and schedules to this contract.

Contamination/Contaminant means in relation to land, the presence in, on or under that land, including groundwater under the land, of any substance (including a chemical, a mineral or any natural or human produced substance) which has been added to the land at a concentration above the concentration at which the substance is normally present in, on or under geologically similar land in the same locality and poses a threat to human health or the Environment.

Deposit Security means an unconditional and irrevocable Bank Guarantee or Deposit Bond made out in favour of the Vendor's solicitors in a form issued by a bank or provider approved by the vendor's solicitors in its absolute discretion with either no expiry date or an expiry date acceptable to the Vendor's solicitors in its absolute discretion.

Development means the land in plan of subdivision PS 741439V and any surrounding land to be developed by the Vendor and/or another person being the Yellow Gums Estate Development;

Environment means the physical factors of the surrounds of human beings including the land, waters, atmosphere, climate, sounds, odours, tastes, the biological factors of animals and plants, the social factor of aesthetics and includes ecosystems.

Environmental Law means any statute or common law relating to the Environment, including any law relating to land use, planning, heritage, coastal protection, water catchments, pollution of air or waters, soil or underground Contamination, chemicals, waste, use of hazardous or dangerous goods or substances, building regulations, public and occupational health and safety, noxious trades, or any other aspect of protection of the Environment or person or property.

Foreign Person means a "Foreign Person" as defined in Section 5 or section 21A of the Takeovers Act or a person to who section 21A applies.

General conditions mean the general conditions set out in this **contract**.

Guarantee and indemnity means the guarantee and indemnity which forms **Attachment 1** to this Contract.

Insolvency Event means if the Purchaser:

- (a) is an individual and:
 - (i) dies;
 - (ii) an administration order within the meaning of the Guardianship and Administration Board Act 1986 (Vic) is made concerning the Purchaser's estate; or
 - (iii) commits an act of bankruptcy or becomes insolvent; or
- (b) is a corporation and:
 - (i) assigns any of its property for the benefit of the creditors or any class of them;
 - (ii) its interest in or under this contract or in the subject matter of this contract becomes attached or taken in execution or under any legal process;
 - (iii) an encumbrance takes any step towards taking possession or takes possession of any assets of it or exercises any power of sale;
 - (iv) it ceases, suspends or threatens to cease or suspend the conduct of a majority of its business, or disposes of or threatens to dispose of its assets, except for the purposes of a solvent reconstruction or amalgamation previously approved by the Vendor;
 - (v) any security interest becomes enforceable or is enforced against it;
 - (vi) a distress, attachment or other execution is levied or enforced against it in excess of \$10,000.00;
 - (vii) it has a judgement or order given against it in an amount exceeding \$10,000.00 (or the equivalent in another currency) and the judgement or order is not satisfied or quashed or stayed within 20 Business Days after being given;
 - (viii) it takes any step to obtain protection or is granted protection from its creditors under any applicable legislation;
 - (ix) a resolution is passed by it to appoint an administrator or an administrator of it is appointed;
 - (x) an order is made that it be wound up;
 - (xi) an order is made appointing a liquidator or a provisional liquidator of it;
 - (xii) it resolves to wind up or otherwise dissolve, or gives notice of its intention to do so, except for the purposes of solvent reconstruction or amalgamation previously approved by the Vendor, or is otherwise wound up or dissolved;
 - (xiii) it is, or states that it is, or under Law is taken to be, unable to pay its debts (other than as a result of a failure to pay a debt or claim the subject of a dispute in good faith) or

stops or suspends or threatens to stop or suspend payment of all or a class of its debts;

- (xiv) a receiver, receiver and manager, administrator, controller or similar officer of any assets or the whole or any part of the undertaking of it is appointed; or
- (xv) it is or makes statement from which it may be reasonably deduced by the Vendor that the Purchaser is the subject of an event described in section 459C(2) of the Corporations Act; or
- (xvi) is a trustee of a trust, it is unable to satisfy out of the assets of the trust the liabilities incurred by it as and when those liabilities fall due,

and any event that is analogous or having a substantially similar effect to any of the events specified in this definition.

Outgoings means all rates, utility connection fees, taxes, levies, fire insurance premiums and all other outgoings for the **land** together with the contributions (if any) demanded, paid or payable to the **owner's corporation**, the amounts paid by the vendor on behalf of the **owner's corporation** which include any insurance premiums.

Particulars of sale mean the particulars of sale in this **contract**.

Plan of Subdivision means the proposed plan of subdivision number PS 741439V included in the **vendor's statement** and includes any amendments or alterations made to that plan and any restriction noted on that plan.

Plan Restrictions means any restrictive covenants or other restrictions noted on the Plan of Subdivision, which will be created upon registration of the Plan of Subdivision.

Property Controls means all existing and future planning, environmental, building and similar controls relating to the use and development of the Property.

Property means the property sold pursuant to this Contract. The terms Land, Lot, Property are used intermittently throughout this Contract, however, they all mean the property sold pursuant to this Contract.

Latest date for registration means the period expiring on the day that is 36 months from the day of sale.

Regulations means *Owners Corporation Regulations 2007 (Vic)*

Restrictive Covenant means the restrictive covenant set out in the Plan of Subdivision or on such terms as the Vendor deems appropriate in its absolute discretion.

Services means supply of electricity, water and sewerage services to the land.

Subsequent Stage Land means all the land that is, or may be, included in the Development except for the land in the Plan of Subdivision PS 741439V.

Takeovers Act means the *Foreign Acquisition and Takeovers Act 1975 (Cth)*

Vendor's legal practitioner means the **vendor's legal practitioner** appointed from time to time; and

Vendor's statement means the vendor's statement attached to this **contract**.

1.2 Interpretation

In this contract:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this contract;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this contract have a corresponding meaning;
- (e) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Authority as well as an individual;

- (f) a reference to special condition, party, attachment or annexure is a reference to a special condition, party, attachment or annexure to this contract;
- (g) a reference to any legislation includes all delegation legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to this document includes that party's successors and permitted assignees;
- (j) a promise on the part of 2 or more persons binds them jointly and severally;
- (k) a reference to an agreement other than this contract includes a document and any legal enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;
- (l) a reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;
- (m) no provision of this contract will be construed adversely to a party because that party was responsible for the preparation of this document or that provision;
- (n) a reference to a body, other than a party to this contract (including an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (o) a reference to a time is a reference to the time in Victoria; and
- (p) any reference to terms defined in the *A New Tax System (Goods and Services Tax) Act 1999 Cth* is, unless the context indicates otherwise, a reference to that term as defined in that Act.

1.3 Interpretation of inclusive expressions

Specifying anything in this document after the words 'include' or 'for example' or similar expressions does not limit what else is included.

1.4 Inconsistency between General Conditions

If there is an inconsistency between the General Conditions and these special conditions, these special conditions prevail.

1.5 Priority of restrictions

The Purchaser and the Vendor agree that if there is:

- (a) any conflict arising between the Plan Restrictions, the Restrictive Covenant, the Additional Restrictions, these special conditions and the General Conditions, the ranking in priority will be as follows:
 - (i) first the Plan Restrictions;
 - (ii) second the Restrictive Covenant;
 - (iii) third the Additional Restrictions;
 - (iv) fourth these special conditions; and
 - (v) fifth the General Conditions.
- (b) any inconsistency between this special condition and any other special condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other special condition will prevail and have priority over this special condition.

2. Variation of General Conditions

The following General Conditions are amended as follows:

- (a) General Condition 4 (Nominee) is deleted;
- (b) General Condition 6.4(c) (Vendor Warranties) – delete the words "or other possessory agreement affecting the land";
- (c) General Condition 7 (Identity of the land) is deleted;
- (d) General Condition 9 (Consents) is deleted;
- (e) General Condition 17.1(b)(i) is amended to read "provide all title documents necessary to enable the purchaser to become the registered proprietor of the land";

- (f) General Condition 23.2(b) is deleted;
- (g) A new General Condition 15.3 is inserted (with words to the following effect):

“23.4 Where any adjustment must be made in relation to any land tax assessed on the Property and payable under the Land Tax Act 1958 (Vic), all such adjustments made in relation to the land tax must be adjusted on a multiple holding basis.”;
- (h) General Condition 33 (Default Interest) replace “2%” with “4%”;
- (i) if the Deposit is less than 10% of the price, General Condition 35.4(a) (Default not remedied) replace the word “up” with the word “equal”; and
- (j) if the Deposit is 10% of the Price, General Condition 35.4(a) (Default not remedied) replace the word “up” with the word “equal”.

3. Planning Restrictions

The Purchaser buys the Property subject to any restrictions on its use or development under the *Planning and Environment Act 1987 (Vic)*, any planning scheme and the Property Controls.

4. Purchaser’s Inspections

4.1 Own Inspection

The Purchaser warrants that in entering into this contract it:

- (a) Purchases the Property solely as a result of its searches, inspection and enquiries; and
- (b) Accepts the condition of the Property as at the Day of Sale.

4.2 No Reliance

Subject to any warranties given by the Vendor in General Condition 6 (if any), the Purchaser acknowledges that it has relied on its own independent advice, examinations and valuations and has not relied on any information, representation or warranty given or made by or on behalf of the Vendor, including any information, representation or warranty concerning:

- (a) title to the Property;
- (b) the terms of any documents relating to any encumbrances affecting the Property;
- (c) the boundaries or area of the Property;
- (d) the neighbourhood of the Property;
- (e) the suitability of the Property for any particular use;
- (f) its rights and powers relating to the Property;
- (g) the services and utilities to the Property;
- (h) the occupation of the Property;
- (i) the owners corporation matters relating to the Property;
- (j) whether improvements on the Land comply with any Laws;
- (k) the condition of the Property;
- (l) the accuracy, currency, reliability or completeness of information provided to the Purchaser by or on behalf of the Vendor;
- (m) any financial return or income to be derived from the Property; or
- (n) the applicability of any environmental liability to the Property.

5. No Warranties

The Purchaser acknowledges that:

- (a) it accepts the Property with all Property Controls, Approvals, Plan Restrictions, Restrictive Covenant and the Additional Restrictions;
- (b) it has made all the enquiries with all relevant Government Agencies that a prudent and careful person would make before entering into this contract;
- (c) it enters into this contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment;
- (d) it acknowledges that the Vendor has been or may be in the course of carrying out infrastructure and other works on the Land and that the Land may be filled, raised, levelled, compacted or cut;
- (e) it has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's solicitor or the Vendor's Agent other than those expressly set out in this contract;
- (f) it must disclose to any financier, valuer, Authority or other party the existence of any payments, rebates, incentives or other inducements offered to the Purchaser in respect of the Contract by the Vendor or any other party; and
- (g) any measurements shown on the Plans are indicative only.

6. Marketing materials

The Purchaser acknowledges and agrees that any drawings, mock ups, displays or other material depicting the Development or marketing material provided to or inspected by the Purchaser prior to the Day of Sale is intended as an indicative representation only, and the Purchaser acknowledges that the Purchaser has not relied on its inspection of that display unit, if any, or other marketing material in entering into this contract.

7. Environmental Indemnity

7.1 Release

The Purchaser must not, at any time make any objection, Claim or set-off against the Vendor or refuse or delay payment of the Price in relation to the presence of any Contaminant on the Property, or migrating from the Property, or any other liability arising under an Environmental Law concerning the Property.

7.2 Indemnity

The Purchaser indemnifies the Vendor and its officers, directors, employees, agents and representatives against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in relation to the presence of any Contaminant on the Property, or migrating from the Property, or any other liability arising under an Environmental Law concerning the Property.

7.3 Compliance with notices

The Purchaser must comply with any notice or order relating to the Property made or issued under any Environmental Law after the Day of Sale.

8. Cost of default

The Purchaser must pay any Costs incurred by the Vendor due to the Purchaser's failure to comply with any of its obligations under this contract which may include, without limitation:

- (a) interest payable by the Vendor under any existing mortgage over the Property from the Settlement Due Date;
- (b) all legal expenses incurred by the Vendor as a result of the Purchaser's delay; and
- (c) any fee for rescheduling settlement.

which must be paid on or before settlement, if not paid at settlement, the Purchaser is taken to be in default of payment of the Balance until paid.

9. Insolvency event

9.1 Insolvency Event

In addition to any other rights the Vendor may have to terminate this contract, the Vendor may terminate this contract, by notice to the Purchaser, if an Insolvency Event occurs.

9.2 Consequences of termination

If the Vendor gives the Purchaser a notice under special condition 9.1:

- (a) General Condition 34 will not apply and this contract ends when the notice is given;
- (b) General Conditions 35.4 and 35.5 apply; and
- (c) the Vendor is entitled to the Deposit.

10. Purchaser's indemnity

The Purchaser indemnifies the Vendor against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in respect of any act or omission that occurs after the Settlement Date concerning the Property and the Goods, except to the extent caused or contributed to by the Vendor.

11. Guarantee and Indemnity

If the Purchaser is a corporation (within the meaning of the Corporations Act) that is not admitted to the official list of ASX Limited, the Purchaser must on the Day of Sale:

- (a) obtain execution of a guarantee and indemnity in the form of the Guarantee and Indemnity by all of the corporation's directors; and
- (b) deliver each guarantee and indemnity, properly executed and stamped (if necessary) to the Vendor.

12. FIRB

12.1 If the Purchaser is not a Foreign Person, the Purchaser:

- (a) warrants to the Vendor that the provisions of the Takeovers Act do not apply to the Purchaser or this purchase;
- (b) is responsible for and agrees to indemnify the Vendor against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in respect of a breach of the warranty in special condition 12.2(a), including legal costs on a full indemnity basis.

12.2 If the Purchaser is a Foreign Person:

- (a) the Purchaser covenants to the Vendor that it has obtained or will obtain all necessary approvals and authorities under the Takeovers Act in order for it to lawfully complete this contract in accordance with its terms; and
- (b) the Purchaser will, if the covenant in special condition 12.2(b) is breached, indemnify the Vendor against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in connection with such a breach including legal costs on a full indemnity basis.

13. Novation by Vendor

13.1 In consideration of the Vendor agreeing to enter into this contract, if at any time the Vendor (in its sole and unfettered discretion) directs the Purchaser in writing to do so, the Purchaser shall execute:

- (a) a deed in the form prepared by the Vendor novating this contract to a third party; and
- (b) a Vendor's Statement in the form prepared by the third party.

- 13.2 If this contract is novated to a third party, the Purchaser must not make any objection, Claim or set-off against the Vendor or refuse or delay payment of the Price, in respect of special condition 13(a) or any matter arising from special condition 13.

14. Staged Subdivision

- 14.1 The Purchaser acknowledges that the:

- (a) The Land forms part of the Development by the Vendor, which may occur in stages;
- (b) The Development may occur in stages with the effect that some parts of the Development may not be completed at the same time or in fact prior to the date some purchasers in the Development may be required to settle and the Purchaser may not object to the dust, noise, debris or other discomforts that may arise during the completion of the works in the subsequent stage or any other stage in the Development; and
- (c) The Vendor who is, or is entitled to be, registered proprietor of the subsequent stage land, reserves the right in its absolute discretion to develop or to refrain from developing the subsequent stage land. The Vendor gives notice to the Purchaser that the Vendor or the Vendor's successors in title may, at any time in the future:
 - (i) Subdivide the Subsequent Stage Land;
 - (ii) Carry out or permit the carrying out of building works on the Subsequent Stage Land;
 - (iii) construct or cause to be constructed improvements including, without limitation, structures, buildings, roads, footpaths and access-ways over any part or parts of the Subsequent Stage Land;
 - (iv) apply to relevant Authorities for any approval required to develop the Subsequent Stage Land; or
 - (v) refrain from doing any or all of these things.

- 14.2 The Vendor cannot and does not give any assurances as at the day of sale as to:

- (a) the timetable for carrying out the Development;
- (b) the nature of the Development (including the number of lots, types of uses and the facilities to be provided: and/or
- (c) the manner in which the Development will be carried out.

- 14.3 The Purchaser further acknowledges that as the person who is, or is entitled to be, registered proprietor of the Subsequent Stage Land the Vendor proposes to create further stages of the Plan of Subdivision and the Purchaser acknowledges and consents to such subdivision including the altering of the lot entitlement or lot liability of any of the lots on the Plan of Subdivision as authorised by section 37(3)(c)(iv)(C) of the Act.

- 14.4 The Purchaser must (whether before or after the settlement date) do all things and execute all documents as may be reasonably required by the Vendor to give effect to provisions of this special condition 14.

- 14.5 The Purchaser covenants with the Vendor that it will not, nor cause anybody on its behalf to either directly or indirectly hinder, delay, impede, object or prevent the Vendor exercising the rights set out in this Special condition 14.

- 14.6 The Purchaser must not make any Claim against the Vendor or seek compensation of any kind by reason of:

- (a) any alteration:
 - (i) to the Development (including changes in uses, layouts or facilities and services);
 - (ii) in the number of lots or any other stage of the Development;
 - (iii) to the number, size, shape or location or permitted use of or restrictions affecting any lot in

the Plan (other than the Property) or in any future stages or plan of subdivision relating to any other part of the Development.

- (b) The order in which the Development is completed;
- (c) any delay in the completion of the Development; or
- (d) the abandonment of any part of the Development.

14.7 The purchaser must not object to or oppose or procure any other person to object to or oppose any application which the Vendor or any other person with the authority of the Vendor makes or any planning or other approval required to vary the Development or to carry out any part of the Development (including any part of the Development as varied).

14.8 The Purchaser indemnifies and will keep indemnified the Vendor against all claims, damages and costs for which the Vendor may suffer due to a breach of special condition 14.4. The Purchaser agrees that the indemnity will not merge on completion.

14.9 The Purchaser acknowledges that after settlement:

- (a) The Vendor or the Vendors estate agent may conduct sale or marketing activities in the building or common property for unsold lots in the plan of subdivision for any unsold lots or the subsequent stage land; and
- (b) there may be continuing surveying, engineering and construction works carried out by the builder or contractors engaged by the vendor in the building or any common property in the plan of subdivision for any unsold lots or the subsequent stage land;
- (c) The Purchaser covenants with the Vendor that it will not, nor cause anybody on its behalf to either directly or indirectly hinder, delay, impede, object or prevent the Vendor exercising the rights set out in this Special condition 14.9.

15. Easements

15.1 The purchaser acknowledges that:

- (a) sewers, drains or other services may lay outside registered easements; and
- (b) the Land may be subject to unregistered easements in relation to pipes, connections or structures of service supply authorities or others which may not have been disclosed to the vendor and which may not be apparent from an inspection of the Land.

15.2 The purchaser will not make any requisition in respect of, objection to, claim, withhold monies at settlement, delay completion of, rescind or terminate this Contract in respect of any matters referred to in this special condition 15.

16. Builder's waste

During the construction period for any dwelling to be constructed on the land hereby sold, the Purchaser shall ensure that there is a waste receptacle container for the Builder's waste until such time as construction works are completed and further ensure that the Builder uses the crossover provided to the land for placing any building materials on the land.

17. Outgoings

17.1 All rates, taxes, assessments, land tax, levies or other outgoings (Outgoings) payable by the vendor must be apportioned between the parties at the settlement date and any adjustment paid and received as appropriate.

17.2 The purchaser acknowledges that the State Revenue Office may group all lots in the Plan of Subdivision and assess land tax against the vendor in respect of the Land based upon the aggregate of the unimproved values of each lot in the Plan of Subdivision.

17.3 The Outgoings must be apportioned on the following basis:

- 17.4 For State Land Tax, despite the fact that on a single holding basis no land tax may be assessable in relation to the Land, the purchaser agrees that the amount of land tax to be apportioned between the vendor and the purchaser will be calculated by using the proportional amount of land tax attributable to the Land shown in the vendor's land tax assessment for the year during which settlement occurs (or where such assessment has not issued at Settlement, the proportional amount of land tax attributed to the Land shown in the certificate issued in respect of the Land under section 105 of the Land Tax Act 2005 (Vic));
- 17.5 If the Land is not separately assessed in respect of any Outgoings then, for the purpose of apportionment, the Outgoings will be apportioned between the vendor and the purchaser in the same proportion that the area of the Land shown on the Plan bears to the total area of the lots on the Plan in respect of which the Outgoings are assessed;
- 17.6 any personal or statutory benefit shall be disregarded.
- 17.7 notwithstanding special condition 17.1 the vendor will pay all outgoings when they are due to be paid and the purchaser cannot require them to be paid on an earlier date.

18. Fencing

- 18.1 The Purchaser acknowledges and agrees that the responsibility for the fencing required or desired in relation to the boundaries of the Land which have road frontages is solely that of the Purchaser.
- 18.2 The Purchaser will not (and must not) make any Claim against the Vendor for any contribution to the cost of erecting any boundary fences, walls or any other types of structure on any part of the Land pursuant to the provisions of the *Fences Act 1968* (Vic), including any sums for liabilities which the Vendor may (whether or not it is aware of any) have incurred with any adjoining owners.

19. Further Action

Each party must do everything necessary or desirable to give effect to the provisions and purposes of this Contract.

20. Unenforceable provisions

Any provision in this contract that is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this contract or affecting the validity or enforceability of that provision.

21. Counterparts

This contract may be executed in any number of counterparts that together will constitute one instrument. A party may execute this contract by signing any counterpart.

22. No merger

A provision of this contract which can take effect after the Settlement Date does not merge on settlement and continues to bind the parties.

23. Waiver

- 23.1 A party waives a right under this contract only if it does so in writing.
- 23.2 A party does not waive a right simply because it:
- (a) fails to exercise the right;
 - (b) delays exercising the right; or
 - (c) only exercises part of the right.

- 30.3 A waiver of one breach of a term of this contract does not operate as a waiver of another breach of the same term or a breach of any other term.

24. Whole agreement

This contract is the whole agreement between the parties and contains all representations, warranties, promises and agreements of the parties in respect of its subject matter.

25. Assignment

The purchaser must not assign its rights or obligations under this contract.

26. Governing law and jurisdiction

- (a) This contract is governed by the Laws of Victoria and; where applicable, the Commonwealth of Australia.
- (b) The parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria and, where applicable, the Commonwealth of Australia.

27. Variation

Any variation of any term of this contract must be in writing and signed by the parties or the parties' Legal Practitioner.

Attachment 1

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:

- a) THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- b) THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- c) THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- d) THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor:

Purchaser:

Guarantor(s):

DATED the _____ day of _____ 2020.

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED by _____)

the said _____)

in the presence of: _____)

.....
Guarantor Signature

.....
Witness Signature

SIGNED SEALED AND DELIVERED by _____)

the said _____)

in the presence of: _____)

.....
Guarantor Signature

.....
Witness Signature

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:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under 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—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12. 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 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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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,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

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

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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


Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	Lot 154, 36-37 Alfred Court, Ocean Grove 3226	
Vendor's name	GOANDRA PTY LTD (ACN 004 834 431)	Date 23 / 07 / 2020
Vendor's signature	 Director/Secretary	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

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

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

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☒

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

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

13. ATTACHMENTS

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

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

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

--

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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)

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

Page 1 of 1

VOLUME 12193 FOLIO 457

Security no : 124084368038P
Produced 16/07/2020 05:10 PM

LAND DESCRIPTION

Lot 154 on Plan of Subdivision 741439V.
PARENT TITLE Volume 12164 Folio 021
Created by instrument PS741439V 13/03/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GOANDRA PTY LTD of 105 THACKER STREET OCEAN GROVE VIC 3226
PS741439V 13/03/2020

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS741439V 13/03/2020

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.

AGREEMENT Section 173 Planning and Environment Act 1987
AB993864Q 08/04/2003

DIAGRAM LOCATION

SEE PS741439V 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: 36-37 ALFRED COURT OCEAN GROVE VIC 3226

ADMINISTRATIVE NOTICES

NIL

eCT Control 18701R WHYTE, JUST & MOORE LAWYERS
Effective from 13/03/2020

DOCUMENT END

Imaged Document Cover Sheet


The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

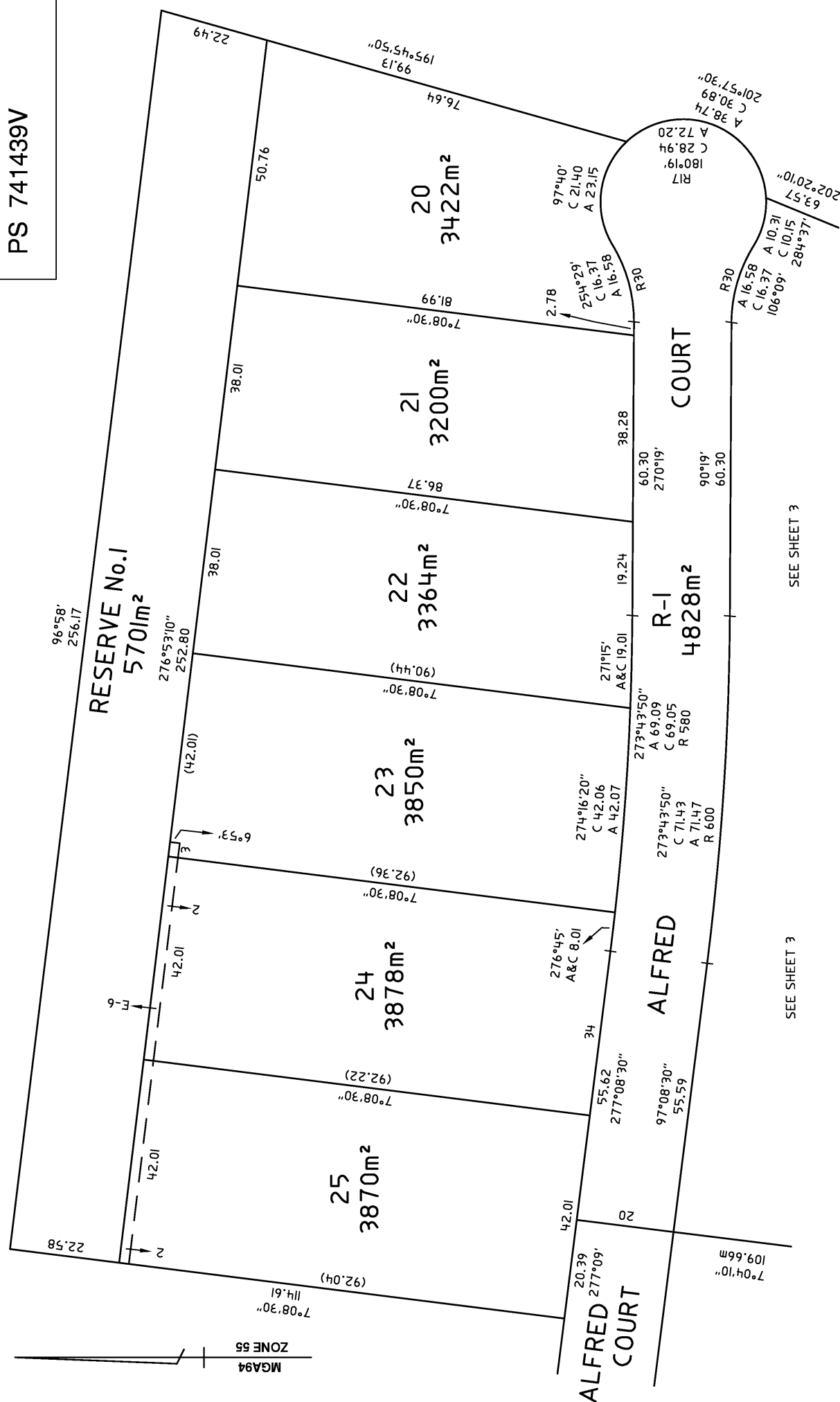
Document Type	plan
Document Identification	PS741439V
Number of Pages (excluding this cover sheet)	5
Document Assembled	16/07/2020 16:03


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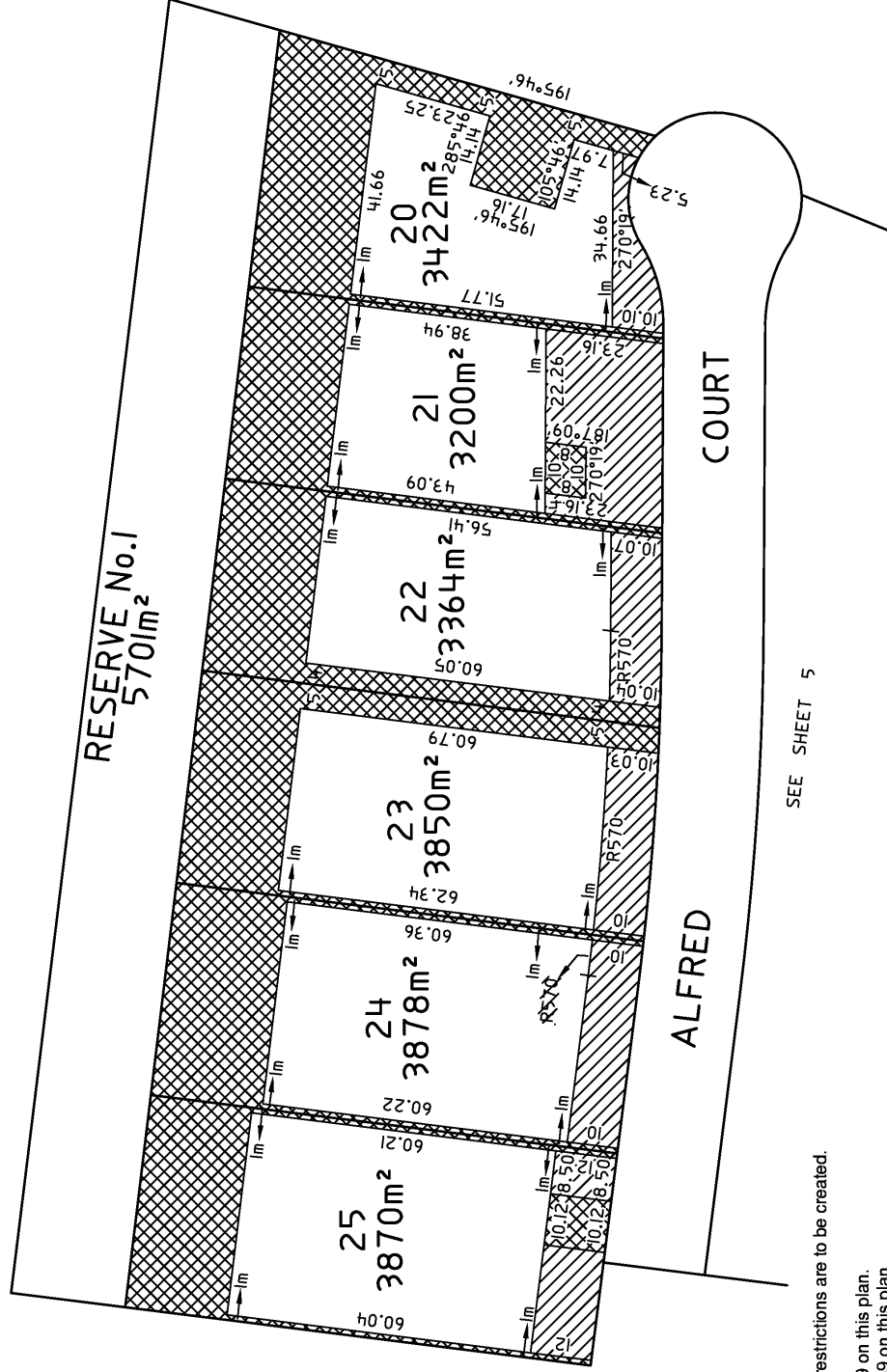
PLAN OF SUBDIVISION				EDITION 1	PS 741439V
LOCATION OF LAND PARISH: BELLARINE TOWNSHIP: - SECTION: C CROWN ALLOTMENT: 19 (PART) CROWN PORTION: - TITLE REFERENCE: VOL. FOL. LAST PLAN REFERENCE: PS 741438X (LOT P) POSTAL ADDRESS: ALFRED COURT (at time of subdivision) OCEAN GROVE 3226 MGA CO-ORDINATES: E: 283 000 ZONE: 55 (of approx centre of land in plan) N: 5 763 550 GDA 94				Council Name: City of Greater Geelong Council Reference Number: 12386 Planning Permit Reference: 1421/2004 SPEAR Reference Number: S075337S Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 14/07/2016 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Rory O'Loughlen for City of Greater Geelong on 19/09/2019 Statement of Compliance issued: 25/10/2019	
VESTING OF ROADS AND/OR RESERVES				NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON			Lots 1-9 & 26-153 have been omitted from this plan.	
R-1 RESERVE No.1	CITY OF GREATER GEELONG CITY OF GREATER GEELONG				
NOTATIONS					
DEPTH LIMITATION Does not apply					
SURVEY: This plan is based on survey (See PS 546299X). STAGING: This is not a staged subdivision. Planning Permit No. 1421/2004 This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No.					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1, E-2 & E-3	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	THIS PLAN Section 136 of the Water Act 1989	BARWON REGION WATER CORPORATION	
	DRAINAGE	SEE PLAN	THIS PLAN	CITY OF GREATER GEELONG	
E-2	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 159 ON THIS PLAN	
E-3	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 158 ON THIS PLAN	
E-4	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 159 ON THIS PLAN	
E-5	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 158 ON THIS PLAN	
E-6	PIPELINES OR ANCILLARY PURPOSES	2	THIS PLAN - Section 136 of the Water Act 1989.	BARWON REGION WATER CORPORATION	
 ST. QUENTIN Surveyors · Town Planners · Engineers 51 LITTLE FYANS STREET, P.O. BOX 919, GEELONG 3220 TELEPHONE (03) 5201 1811 FAX (03) 5229 2909		SURVEYORS FILE REF: 14122_S7B_V04		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5
		Digitally signed by: Ian Alfred Bent, Licensed Surveyor, Surveyor's Plan Version (04), 20/08/2019, SPEAR Ref: S075337S		PLAN REGISTERED TIME: 1.55 PM DATE: 13/03/2020 RHills Assistant Registrar of Titles	



 ST. QUENTIN Surveyors • Town Planners • Engineers 51 LITTLE FYANIS STREET, P.O. BOX 919, GEELONG 3220 TELEPHONE (03) 5201 1811 FAX (03) 5229 2909	SCALE 1:750				7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES				ORIGINAL SHEET SIZE: A3	SHEET 2
	Digitally signed by: Ian Alford Bent, Licensed Surveyor, Surveyor's Plan Version (04). 20/08/2019, SPEAR Ref: S075337S Digitally signed by: City of Greater Geelong, 19/09/2019, SPEAR Ref: S075337S									



PS 741439V





Creation of restrictions:

Upon registration of this plan the following restrictions are to be created.

Land to benefit: Lots 20-25 & 154-159 on this plan.
Land to be burdened: Lots 20-25 & 154-159 on this plan.

Description of restriction:

- 1) The registered proprietor/s for the time being of lots 20-25 & 154-159 on this plan on this plan shall not construct any building or undertake works in the areas shown hatched  on sheets 4 & 5.
- 2) Vehicle access shall not be constructed within the burdened land other than in the area shown hatched  on sheets 4 & 5. No other development is permitted in this area.
- 3) Vehicle access shall not be wider than 7m.
*For the purpose of these restrictions building does not include a fence or gate.

4) The burdened land cannot be used except in accordance with the provisions of the MCP AA5137

ST. QUENTIN
Surveyors · Town Planners · Engineers

51 LITTLE FYANS STREET,
P.O. BOX 919, GEELONG 3220
TELEPHONE (03) 5201 1811 FAX (03) 5229 2909

Amended by: Ian Alfred Bent, Licensed Surveyor 13/03/2020.

SCALE
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LENGTHS ARE IN METRES

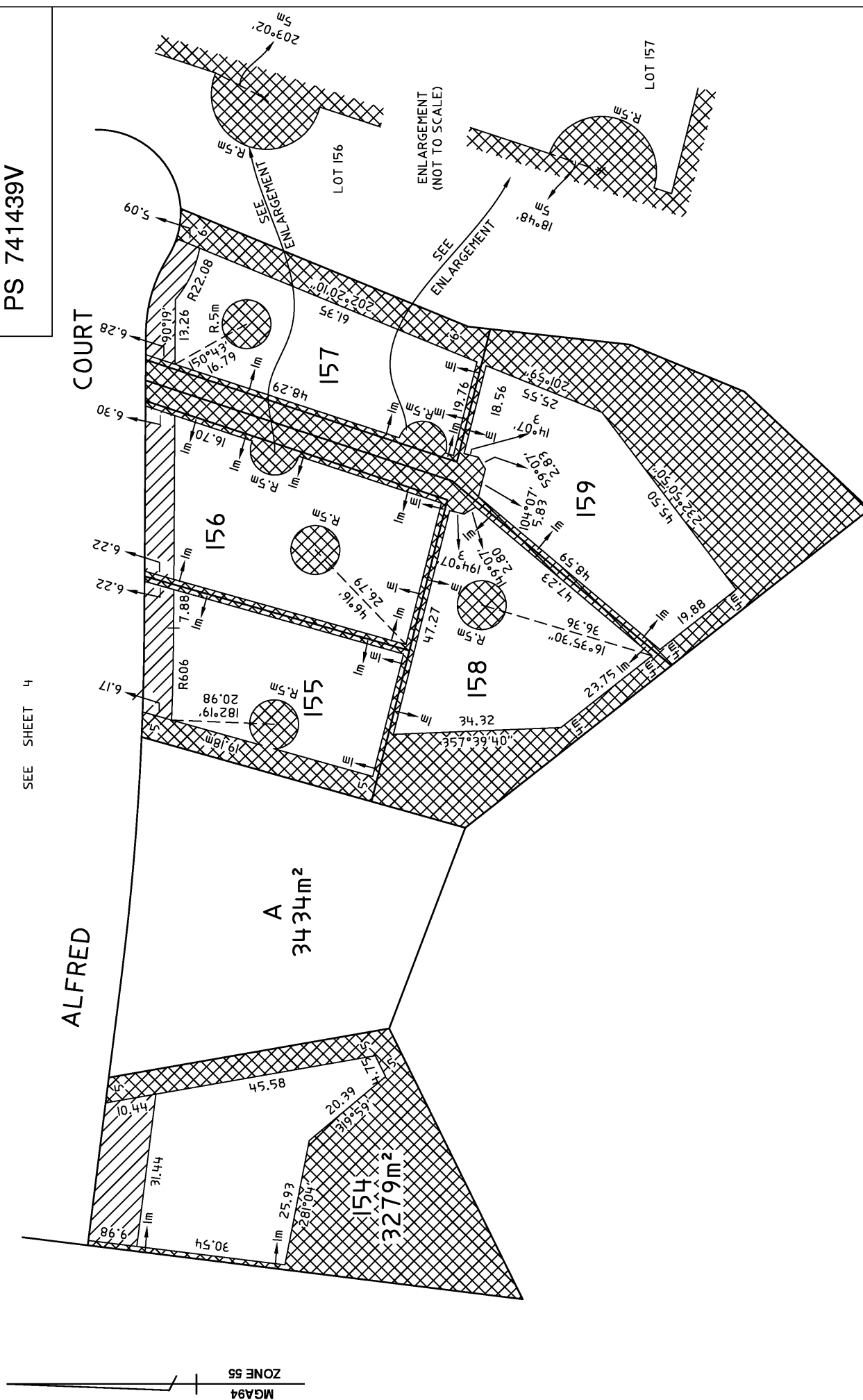
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SIZE: A3

SHEET 4

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SPEAR Ref: S075337S

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Surveyor's Plan Version (04),
20/08/2019, SPEAR Ref: S075337S

SEE SHEET 4



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51 LITTLE FYANS STREET,
P.O. BOX 919, GEELONG 3220
TELEPHONE (03) 5201 1811 FAX (03) 5229 2909

Amended by: Ian Alfred Bent, Licensed Surveyor 13/03/2020.

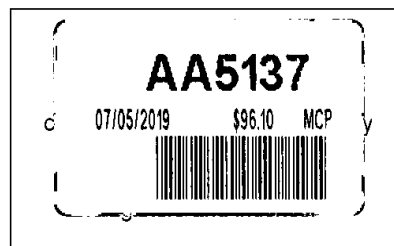
SCALE	7.5 0 7.5 15 22.5 30
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LENGTHS ARE IN METRES	

Digitally signed by:
City of Greater Geelong,
19/09/2019,
SPEAR Ref: S075337S

ORIGINAL SHEET SIZE: A3	SHEET 5
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Memorandum of common provisions

Section 91A Transfer of Land Act 1958



Lodged by	
Name:	WHYTE JUST & MOORE
Phone:	03 5222 2077
Address:	27 Malop Street, Geelong, 3220
Reference:	DSL:191655
Customer code:	1737N

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions

The registered proprietor or proprietors, from time to time, of any Lot on the Plan of Subdivision must not:

1. Development of the Lot

- 1.1 build, construct, erect, place or cause to be built, constructed, erected, placed or permit to remain erected upon the Lot or any part of the Lot;
 - (a) more than one Dwelling or Garage; and
 - (b) more than one type of Outbuildings.
- 1.2 build, use, place or allow to remain on a Lot any relocatable or second hand Dwelling, Garage or Outbuilding or any other Building that previously occupied another site.
- 1.3 further subdivide the Lot or allow the Lot to be further subdivided.
- 1.4 consolidate or allow to be consolidated any other lot in the Plan of Subdivision with the Lot

2. Use of the Lot

- 2.1 use the nature strip or front yard of a Lot for the long-term storage or parking of any Vehicles or trailers.
- 2.2 allow a Lot to become or remain in an unsightly, untidy, unclean or unwholesome condition in appearance or be used in any manner which constitutes annoyance, nuisance or disturbance to any other Lot owner in the Plan of Subdivision.

3. Dwelling Materials

- 3.1 construct a Dwelling:
 - (a) with external walls of any materials other than the Approved Materials provided that the proportion of galvanised iron or zincalume or metal cladding sheet does not comprise more than 25% of the external walls (excluding glass); and
 - (b) with any second-hand Approved Materials which are visible from the Frontage.

4. Garage Materials

- 4.1 construct a Garage:

35271702A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

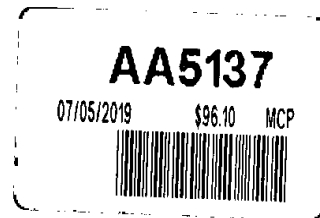
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Page 1 of 3

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Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

Memorandum of common provisions
Section 91A Transfer of Land Act 1958



- (a) with external walls of any materials other than the Approved Materials provided that the proportion of galvanised iron or zincalume or metal cladding sheet of any Garage does not comprise more than 15% of the external walls (excluding glass);
- (b) with any second-hand Approved Materials which are visible from the Frontage; and
- (c) which has a door where any motor vehicle enters that has a width which is more than 35% of the total frontage of the Dwelling.

5. Outbuilding Materials

- 5.1 construct an Outbuilding:
 - (a) with external walls of any materials other than the Approved Materials or colorbond which includes any combination of the Approved Materials with colorbond; and
 - (b) with any second-hand Approved Materials which are visible from the Frontage.

6. Construction requirements

- 6.1 build, construct, erect, place or cause to be built, constructed, erected, placed or permit to remain erected upon the Lot or any part of the Lot a Dwelling, Garage or Outbuilding:
 - (a) with eaves which are less than 600mm for 75% of the roof perimeter;
 - (b) that has a roof pitch of less than 15 degrees;
 - (c) that has a Parapet Wall which is not in accordance with the definition of Parapet Wall contained in this MCP;
 - (d) that has a floor area of less than 180m²; and
 - (e) that has a roof that is constructed of any materials other than colorbond, zincalume or slate and the colorbond, zincalume or slate must not have colours of *Cottage Green*, *Headland* and *Manor Red* and or any like vivid colours.

7. Rubbish

- 7.1 commence construction of the Dwelling, Garage, Outbuilding or any other Building on the Lot unless a suitable receptacle for containing and disposing of Rubbish is placed upon the Lot.
- 7.2 permit or allow to remain on the Lot any Rubbish other than in a suitable receptacle for containing and disposal of Rubbish.

Definitions

For the purposes of this MCP:

"Approved Materials" means brick, brick veneer, stone, rendered facing materials, timber, weatherboard, glass, galvanised iron or zincalume or metal cladding sheet or any combination of those materials.

"Building" has the same meaning as the Building Act.

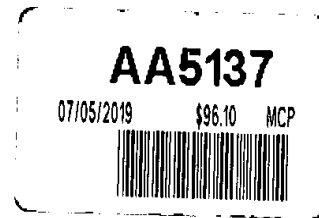
"Building Act" means the Act of the Victorian Parliament known as the *Building Act 1993* and any re-enactment or replacement of that act.

"Dwelling" means a Building used as a self-contained private residence which must include:

- (a) A kitchen sink;

Memorandum of common provisions

Section 91A Transfer of Land Act 1958



- (b) Food preparation facilities;
- (c) A bath or shower; and
- (d) A closet pan and wash basin.

"Frontage" means the road alignment at the front of the Lot. If the Lot abuts two or more roads, the one to which the Dwelling, or proposed Dwelling, faces.

"Garage" means a domestic enclosed garage constructed primarily for the purposes of storage of motor vehicles, trailers, caravans, campervans, boats and similar.

"Lot/s" has the same meaning as in the *Subdivision Act 1988 (Vic)*, being a lot created by the Plan of Subdivision and if permitted, includes any lot created by further subdivision.

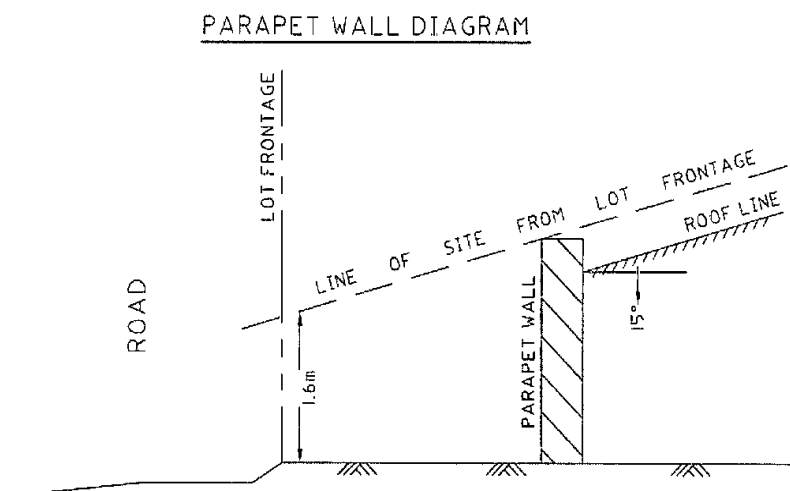
"Outbuilding/s" means a smaller separate building such as a shed that belongs to the dwelling and includes but is not limited to a garden shed, carport, pergola or porch.

"Parapet Wall" means a parapet wall that conceals the roof line when viewed from the frontage as shown in the 'parapet wall diagram' below.

"Plan of Subdivision" means PS741439V.

"Vehicles" includes but is not limited to cars, trucks, boats, caravans, dune buggies, buses, caravans, recreational vehicles and motor cycles.

"Rubbish" means rubbish waste and building debris.



Application by a
Responsible Authority
under Section 181 (1) Planning & Environment Act 1987
for entry of a Memorandum of Agreement Under
Section 173 of the Act

AB993864Q

08/04/2003 \$59 173



Lodged by:



Name: Whyte Just & Moore
Phone: (03) 52222077
Address: 27 Malop Street, Geelong 3220
Ref: PS:LB
Customer Code: 1737N



DB9938640-1-5

The Responsible Authority under the Planning Scheme having entered into an Agreement with the party named for the land described requires that a Memorandum of the Agreement be entered on the Certificates of Title to the land referred to.

Land: Certificates of Title Volume 10029 Folios 439 & 440
Address of the Land: Thacker Street, Ocean Grove
City Council
Responsible Authority: ~~City of~~ Greater Geelong of Gheringhap Street, Geelong. 3220
Planning Scheme: Greater Geelong Planning Scheme
Agreement Date: 24 February, 2003

kan
24/4/03

Agreement with Goandra Pty Ltd ACN 004 834 431 the
registered office of which is situate at c/- Messrs Rutherfords,
53 Carrington Street, Lismore, New South Wales.

A copy of that Agreement is attached to the Application.

Signature for the Responsible
Authority:

Name of Officer:

Ian McCartney

Office Held:

Co-Ordinator of Strategic Planning

Dated:

5 / 3 /2003

mc
8/4/03

WHYTE JUST & MOORE
SOLICITORS
GEELONG



AGREEMENT PURSUANT TO SECTION 173 OF THE
PLANNING AND ENVIRONMENT ACT 1987

THIS AGREEMENT is made the 24th day of February 2003 BETWEEN GOANDRA PTY LTD A.C.N. 004 834 431 the registered office of which is situate at c/- Messrs Rutherfords, 53 Carrington Street, Lismore, New South Wales ("the Owner") of the one part and THE COUNCIL OF THE GREATER CITY OF GEELONG of Gheringhap Street, Geelong, Victoria ("the Council") of the other part

INTRODUCTION:

- (a) The Owner is the registered proprietor of the subject land.
- (b) The Council is the responsible authority pursuant to the Act for the Scheme.
- (c) The Council and the Owner have agreed that, in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.
- (d) The parties enter into this Agreement:
 - (i) to give effect to the intentions of the Council in relation to the use and development of the subject land;
 - (ii) to record that in satisfaction of its obligations for the provision of Public Open Space pursuant to S.18 of the Subdivision Act 1988 the Owner has agreed with the Council that there shall be established on the subject land in accordance with the Development Concept Plan (as defined in Clause 7.2 of this Agreement) an Open Space Reserve, an Open Space Lineal Park and Buffer Zone and Linkage Reserves ("the Reserves") as set out in Clause 8.

..2..

- (iii) to achieve and advance the objectives of planning in Victoria and the objectives of the Scheme in respect of the subject land and the Reserves;
- (iv) to formalise an understanding reached between the parties regarding the subdivision of the subject land and the use of both it and the Reserves.

IT IS AGREED:

1. Definitions:



In this Agreement the terms and words set out in this Clause shall have the following meanings unless otherwise indicated by the context.

- 1.1 **"The Act"** means the Planning and Environment Act 1987.
- 1.2 **"The Agreement"** or **"This Agreement"** means this Agreement and any Agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 **"Approved"** means approved by the Council.
- 1.4 **"Development"** includes the Subdivision.
- 1.5 **"Lot"** means a lot on a Plan of Subdivision of the subject land.
- 1.6 **"Owner"** means the person or person entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the subject land or any part of it.
- 1.7 **"Planning Approval"** shall mean and include and planning permit issued in accordance with the Act.
- 1.8 **"The Scheme"** means the Greater Geelong Planning Scheme.

..3..

- 1.9 "The Subject Land" means the whole of the land described in Certificate of Title Volume 10029 Folio 440 and the southerly portion of the land described in Certificate of Title Volume 10029 Folio 439.

2. Interpretation:



All provisions of this Agreement are to be interpreted in the following manner unless otherwise indicated by the context:

- 2.1 Undefined terms or words shall have the meanings given in the Act or the Scheme.
- 2.2 The singular includes the plural and the plural includes the singular.
- 2.3 A reference to a gender includes a reference to each other gender.
- 2.4 A reference to a person includes a reference to a firm, a corporation or other corporate body.
- 2.5 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.6 A reference to a "Planning Scheme" or "The Scheme" shall include any amendment, consolidation or replacement of such Scheme and any document incorporated by reference into such Scheme.
- 2.7 A reference to a Statute shall include any Statutes amending, consolidating or replacing the same and any regulations made under such Statutes.
- 2.8 Where in this Agreement Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer.

..4..

2.9 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

2.10 The introductory clauses of this Agreement are and will be deemed to form part of this Agreement.

3. Agreement under Section 173 of the Act

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

4. Effect of Agreement

4.1 This Agreement shall be deemed to come into force and effect from the date it bears.

4.2 The obligations of the Owner under this Agreement, being obligations to be performed by the Owner as conditions subject to which the subject land may be used or developed for specified purposes and being intended to achieve or advance the objectives of the Scheme, will take effect as separate and several covenants which shall be annexed to and run at law and in equity with the subject land to bind the Owner.

5. Owner's Warranties



Without limiting the operation or effect of this Agreement, the Owner warrants that:

5.1 Apart from the parties referred to in this Agreement, or other persons disclosed in writing to the Council prior to the signing of this Agreement, no other

person has any legal or equitable interest in the subject land which may be affected by this Agreement or by the development or use of the subject land pursuant to the Scheme or any permit or approved plan under the Scheme.

6. Successors In Title

Without limiting the operation or effect of this Agreement, the Owner shall ensure that, until this Agreement is recorded on the Folio of the Register which relates to the subject land, the Owner's successors in title will:

6.1. Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement.

6.2. Execute under seal a Deed agreeing to be bound by the terms of this Agreement.

7. Covenants of the Council

7.1 Subject to the proper exercise of its statutory duties, functions and powers, use its best endeavours to procure the amendment of the Scheme to facilitate a future Low Density Residential Subdivision of the land.

7.2 Use its best endeavours to procure the certification of a Plan of Subdivision of the subject land generally in accordance with an approved Concept Plan.

7.3 Accept in satisfaction of the Owner's obligations for the provision of Public Open Space pursuant to Section 18 the Public Open Space Reserves and the Buffer Zone referred to in Clauses 8.2.(i), 8.2.(ii) and 8.2.(iii) of this Agreement.



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..6..



8. Covenants of the Owner

The Owner covenants and agrees that subject to the subject land being re-zoned as aforesaid it will:

- 8.1 Procure the preparation and lodging with the Council for certificate of a Plan of Subdivision of the subject land generally in accordance with a Concept Plan approved under the Scheme.
- 8.2(i) Set aside and on approval of the Concept Plan fence with a rabbit proof fence with access gates for pedestrians and maintenance vehicles to the satisfaction of Council's Environmental Unit an Open Space Reserve ("the Yellow Gum Reserve") that is centrally located, having an area of at least 7.54 hectares to incorporate the best stand of Bellarine Yellow Gums on the subject land, and manage and maintain the Yellow Gum Reserve in accordance with this Agreement until hand-over to the Council.
- 8.2(ii) Set aside an Open Space Lineal Park that is located along the valley in the western portion of the site with a linkage to the Ocean Grove Nature Reserve ("the Nature Reserve") and the Yellow Gum Reserve.
- 8.2(iii) Set aside 20 metre a Buffer Zone ("the Buffer Zone") where the subject land abuts the Nature Reserve for the purpose of protecting the Nature Reserve from the residential use and development of the subject land.
- 8.2.(iv) Set aside a dedicated Reserve Linkage between the Yellow Gum Reserve and the Nature Reserve which incorporates a significant stand of Yellow Gums.
- 8.3 Implement to the satisfaction of Council's Environmental Unit management prescriptions for the Yellow Gum Reserve, including preparation of a Landscape Plan to provide for the protection and

..7..

regeneration of the Bellarine Yellow Gums and restoration of suitable indigenous understory species including maintenance of existing trees, regeneration of Bellarine Yellow Gums, understory restoration measures and weed control as set out in the "Vegetation management and Restoration Prescriptions" Report dated November 1999 prepared by Mark Trengrove annexed to this Agreement. Progress towards implementation of these prescription measures must be undertaken to the satisfaction of the Council and to the Department of Natural Resources and Environment.

- 8.4 Procure that dimensioned building envelopes for those lots which contain Bellarine Yellow Gums will accompany any application for subdivision of the subject land; the purpose of such envelopes being to reduce and minimise the loss of Bellarine Yellow Gums and to ensure that sufficient distance is provided from the Trees to protect their surrounding root zones. The dimensioned envelopes will form part of a Plan of Restriction on the titles to issue in respect of those lots on which Bellarine Yellow Gums are growing.

- 8.5 Implement to the satisfaction of Council's Environmental Unit protection and management of the Bellarine Yellow Gums and other significant vegetation. The Environment and Management Plan will apply to all privately owned lots and shall be in accordance with the recommendations of the report "Management Prescriptions for Vegetation on Future Privately Owned Lots" dated February 2000 prepared by Mark Trengrove annexed to this Agreement



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..8..

- 8.6 Procure that dimensioned building envelopes for those lots which are adjacent to the Buffer Zone will accompany any application for subdivision of the subject land; the purpose of such envelopes being to ensure that no buildings are erected within 20 metres of the boundary between those lots and the Buffer Zone. The dimensioned envelopes will form part of a Plan of Restriction on the titles to issue in respect of those lots which abut the Buffer Zone.
- 8.7 Accept that the Council shall require as a condition of any planning approval relating to any of the lots referred to in clause 8.6 of this Agreement that an area extending 20 metres south of the boundary between those lots and the Buffer Zone shall be maintained at all times in a fuel-reduced condition.
- A barcode with the alphanumeric string 'DAB9938640-9-1' printed below it.
- 8.8 Plant immature Bellarine Yellow Gums and other indigenous species to the satisfaction of the Council.
- 8.9 Meet the Council's drainage requirements for the site and with respect to the management and treatment of stormwater from this subdivision comply with the provisions contained within the Urban Stormwater Best Practice Environmental Management Guidelines and in particular, the use of grass and/or vegetated swales within the road reserves, the method of discharging water into the existing dams from the subdivision and the establishment of the dams as pre-treatment zones before off-site discharge.

..9..



DAB9938640-10-8

- 8.10 Prepare an Information Kit to the satisfaction of both the Council's Environmental Unit and the Department of Natural Resources and Environment prior to the Statement of Compliance being issued for any stage of the subdivision of the subject land. The Information Kit shall provide prospective purchasers with information regarding the need for protection and on-going management of the Bellarine Yellow Gums and for revegetation with indigenous species as appropriate.

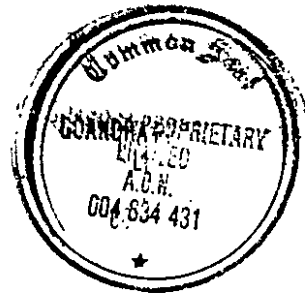
EXECUTED by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL of **GOANDRA PTY LTD** was affixed in the presence of authorised persons:

Director.....

Full Name..... ANTHONY C. REILLY...

Address..... 105 THACKER ST., OCEAN GROVE, VIC.



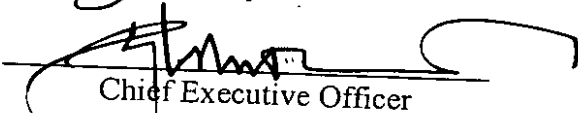
Secretary..... Susan Reilly...

Full Name..... SUSAN E. REILLY

Address..... 105 THACKER ST. OCEAN GROVE VIC

THE COMMON SEAL of **GREATER GEEELONG CITY COUNCIL** was affixed hereto in the presence of:


Mayor


Chief Executive Officer



DATED

2002

GOANDRA PTY LTD;

- WITH -

THE COUNCIL OF THE
GREATER CITY OF GEELONG

AGREEMENT PURSUANT TO SECTION
173 OF THE PLANNING AND
ENVIRONMENT ACT 1987



DAB993864Q-11-1

WHYTE JUST & MOORE
Solicitors
Geelong

**REILLY'S PROPERTY
THACKER ST OCEAN GROVE**

**YELLOW GUM RESERVE
VEGETATION MANAGEMENT AND
RESTORATION PRESCRIPTIONS**

**Prepared for Tony Reilly
"Goandra" Pty Ltd**



**Mark Trengove
PO Box 1502 Geelong 3220**

November 1999



DAB993864Q-13-9

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INTRODUCTION

An area of 78 ha at Thacker St Ocean Grove, known as the Reilly's property, is to be subdivided for residential use. The land is currently grazed. Much of the site contains significant woodland vegetation, in particular a sizable stand of the Bellarine Yellow Gum (*Eucalyptus leucoxylon ssp bellarinensis*). This site was recognized by Ecology Australia as being of National Conservation Significance.

An area of 4.2 ha that contains the most intact stands of the Yellow Gum is proposed to be reserved for conservation. This area currently contains predominantly exotic species in the understorey, the aim of this report is to provide guidelines for the restoration of the understorey to suitable indigenous species and to allow for protection and regeneration of the Yellow Gums.

OBJECTIVES

The primary objective is to manage the Reserve for conservation values. This has 3 interconnected objectives, ie

- 1- maintaining and improving the health of the existing trees,
- 2- allowing for future regeneration of the trees
- 3- creating an indigenous understorey.

The other objective for the Reserve is to provide a venue for appropriate passive recreation uses. It is also important that safety considerations, such as fuel loads and fire risks be managed appropriately.

DISCUSSION

These prescriptions relate to the area to be Reserved. They are to be considered within the context of the conservation initiatives that are proposed for the whole of the sub-division.

The differing objectives of conservation and passive recreation will require careful consideration and balance. It is imperative that conservation values are not compromised by those of recreation. However it is also important that Reserve users are comfortable with the Reserve so that a positive attitude is developed towards conservation objectives. As the main conservation objective is to preserve a single species, a tree, and as the understorey is to be open and grassy it will be possible to combine these differing objectives. A similar situation exists at Ocean Grove Park (Ingamells), management guidelines for that Park have successfully addressed these issues.

These prescriptions are to be accompanied by a landscape plan that will be created prior to works commencing.



Within the Reserve different zones will be created, ie areas for Yellow Gum regeneration and areas for understorey restoration. These areas will require different management treatments. The exact location of these areas is likely to change over time as regeneration matures.

Due to the unpredictable nature of ecological restoration works and the current limited knowledge base on the restoration of grassy woodland ecosystems, the exact outcome of any input cannot always be accurately predicted. Consequently works should be considered as experimental. Trail plots using a number of techniques are recommended, thus allowing for most productive methods to be established for subsequent application to larger areas.

It is important that all works are monitored and that records are kept for future reference.

Time is available to adopt this approach as the sub-division will occur over a period of time. This will also allow the more labour intensive aspects to be spaced out over time.

Works are to be supervised by a contractor who has the appropriate experience in this type of ecological restoration.

All revegetation is to be carried out using only indigenous material that is collected from within the site or from appropriate nearby sources, eg the Ocean Grove Nature Reserve (*Refer Table 1*).

RECREATION

Appropriate recreation uses for the Reserve will be limited to passive recreation such as walking and nature observation. Informal tracks will be required to lead people away from regeneration areas. Monitoring of the effects of recreation will be required.

RECOMMENDATIONS

EXISTING TREES

During Construction

Ensure that all existing trees are protected from any development works, including any track works, drainage works or fence construction. This protection should also be given to dead trees and trees that are currently senescent as these trees will provide significant habitat for fauna. Mature trees are sensitive to changes in the existing physical conditions especially compaction from heavy machinery and altered drainage characteristics



Ongoing

Canopy die-back has been identified as a concern (Carr 1999). This is considered by Carr to be due to two main pressures Noisy Miners and cattle grazing. The removal of cattle grazing is expected (by Carr) to improve tree condition, although it is noted that die back in the Yellow Gums is occurring across the whole of the Ocean Grove area (eg Ocean Grove Nature Reserve, Woodlands Estate, Ocean Grove Park), regardless of land uses. Therefore a program of managing the Noisy Miners is required. As Noisy Miners are a native bird it is required that a permit to manage be obtained from the Department of Natural Resources and Environment and that any works be done according to their recommendations.

Monitoring of the health of mature Yellow Gums is required to be ongoing.

Impacts from surrounding properties

Once established the surrounding properties can pose a threat to the health of the Yellow Gums if not properly managed.

Issues of concern include weed invasions from garden escapes, altered nutrient levels from horticultural practices, altered hydrological levels from horticultural practices or storm water runoff, impacts from inappropriate uses and traffic patterns or from pets which can impact on faunal values and also add to increased nutrient levels from defecation.

All of these issues will require attention in the formation of guidelines for the sub-division land use.

REGENERATION OF YELLOW GUMS

Aim

To allow regeneration of the Yellow Gums. Regeneration is crucial to the survival of the Yellow Gums. Encouraging seedling regeneration is often a cheaper alternative than planting of tubestock, although results may not be as predictable. It is also more "natural". Regeneration will provide the next generation of Yellow Gums and will contribute to the habitat values of the Reserve. Regeneration may not always be successful due to pressures such as competition from weed species at seedling stages and predation by insects.

Regeneration should occur in discreet areas so that the overall open woodland structure is not compromised.

Methods

Areas are to be set aside for regeneration of the Yellow Gums. Preparation of these areas is to reduce the biomass of the existing weedy understorey prior to seed set of the trees. This



will give the seed that falls maximum opportunity to regenerate. An experimental approach to regeneration is recommended. Methods for biomass reduction include herbicide application, grazing, slashing and burning. Areas appropriate for regeneration are areas that are currently open and that are down wind from the existing trees.

Monitor the success of regeneration. Regeneration may vary from year to year depending on conditions. Density of regeneration should be determined by natural factors. Dense regeneration will provide a variety of habitat and visual amenity. Trees will determine the appropriate densities as they mature.

In the event of natural regeneration failing then tubestock should be planted. If this is required then plants should be placed at random densities in areas where regeneration was anticipated.

UNDERSTOREY RESTORATION

Aim

The understorey vegetation in the Reserve is currently dominated by exotic species. This is to be restored to indigenous vegetation. The aim is to recreate an understorey that is predominately indigenous grasses and grasslike plants with occasional stands of shrubby species. The creation of an open understorey will most closely resemble the original vegetation and will be the most appropriate vegetation cover in terms of management for utilitarian purposes.

Restoration is to be done in stages.

Refer to table 1 for appropriate species and methods for establishment.

Methods

- Remove exotic vegetation, by spraying the site with herbicide, Glyphosate at recommended rates. Spraying to be carried out 2-3 times as required to remove existing vegetation and to exhaust the soil stored seed bank of exotic species. Due to the history of the site areas within the Yellow Gums are not expected to have significant component of indigenous soil stored vegetation. However the site will require monitoring to identify regeneration for indigenous vegetation which can then be kept.
- Re-establish indigenous understorey. This is to be established by using 3 techniques. 1 - direct sowing of seed of grass species collected from site. 2 - transplantation of vegetative material from elsewhere on site utilizing vegetation that is to be lost due to works associated with the sub-division. 3 - planting out of nursery grown plant material.
- Monitor site and manage. The most likely form of management required will be weed control. This will have to be done as needed. The timing and type of weeding (spraying, wick wandling, slashing, hand removal etc) will depend upon the type and quality of regeneration including the species and abundance of weeds. Concurrently indigenous plant material can be introduced, as required. The aim is to continue to weed and to introduce



indigenous species until the indigenous species are out competing the exotic.

- Plant shrub species in designated areas (this will be best done with nursery grown tubestock). Shrubs are to be planted in small dense clusters that will initially require mulching. Shrubs are only required as a minor component of the vegetation. It will be possible to place shrubs to create visual barriers, if required. The shrubby vegetation will require ongoing monitoring to ensure that they do not invade and out compete the grassy areas.

Ongoing management of indigenous understorey areas

Once areas of understorey are established the most appropriate ongoing management will be slashing (although fire could possibly be utilized). Slashing is to be carried out twice per year, early spring and late summer, however this may require further consideration depending upon the type of regeneration achieved and yearly weather variations. The late summer slashing (ie late January to February) is to allow for seed set of indigenous species. Slashing is to be set at 80 n-100 mm high and care is to be taken not to disturb the ground layer. Slashing will not be required in the areas planted with shrubs. This form of slashing should meet the requirements for utilitarian and fuel reduction purposes. Weed control will be required to be ongoing (*refer Weed Control*).

WEEDS

Due to the disturbed nature of the understorey and the elevated nutrient levels weed invasion is likely to be significant. Consequently weed control will be an essential component of vegetation works, especially in the establishment stages. After establishment, weed control works and monitoring will be required to be ongoing. The aim of weed control is to limit weed cover so that the indigenous vegetation will prosper. It may not be essential or practical to eliminate all weed species. Some species may require control only (eg slashing) or may be tolerable as the ecological impact may be minimal. The exact methods and timing of weed control will be determined as required.

Limiting Future Weed Invasions

Due to the documented ecological impacts of environmental weeds, steps are to be taken to limit the possibility of ongoing weed invasions, they are -

- Limit the amount of disturbance to the ground layer.
- Control inputs of nutrients and water.
- Ensure that environmental weeds are not planted in the sub-division.



FAUNA, PETS AND PEST ANIMALS

It is assumed that the restoration and management of the indigenous vegetation will provide appropriate habitat for indigenous fauna. Noisy Miners may require management (*refer above*).

Pest animals such as Rabbits will require control. This is likely to be ongoing, monitoring is required.

Pets are to be kept out of the Reserve, due to the potential for adverse impact upon flora and fauna values.

FENCING

Fencing around the perimeter of the Reserve is to be post and rail with small section ring lock wire.

ACCESS

Access to the Reserve is to be limited to formal public entry points. Access from individual properties is not appropriate.

TRACKS AND PEOPLE MOVEMENT

Tracks through the Reserve are to be designed to allow access through the Reserve and to link entry / exit points. Tracks are to be informal ie low slashed grass. People will be encouraged to stay to the tracks and to keep away from sensitive regeneration areas.

SIGNAGE

Signs are to be installed to alert and educate Reserve users to the significance of the Reserve and to appropriate uses. These are to consist of permanent signs at the entry to the Reserves and mobile signs that can be moved around the Reserve as conservation works dictate.

Adequate signage should remove the requirement to place temporary fencing around conservation areas.



DRAINAGE

Any drainage works that are required to traverse the Reserve, ie from road run-off, are required to be installed without damage to Yellow Gums and to be restored to the original soil contours and profiles. All extra inputs of water are to be taken away from the site, thus creating no change in the natural hydrological regimes.

EXISTING DAM

A dam currently exists on the southern perimeter of the Reserve. It is not envisaged that this will have any useful role in the conservation of the Yellow Gums and that it may be potentially hazardous. It is recommended that this dam be filled in. Care should be taken to return the soil to as close as is possible to the original contours and profiles. Care will also be needed not to damage nearby Yellow Gums.

Table 1 Indigenous plant species suitable for restoration Works

Botanic Name	Common Name	Use
<i>Senecio biserratus</i>	Jagged Fireweed	S
<i>Senecio glomeratus</i>	Annual Fireweed	S
<i>Senecio hispidulus</i>	Rough Fireweed	S
<i>Dichondra repens</i>	Kidney Weed	S,D
<i>Kennedia prostrata</i>	Running Postman	S
<i>Goodenia geniculata</i>	Bent Goodenia	D
<i>Prostanthera nivea</i>	Snowy Mint Bush	T
<i>Bursaria spinosa</i> var <i>macro</i>	Sweet Bursaria	T
<i>Clematis microphylla</i>	Clematis	S
<i>Aceana</i> sp	Sheeps burr	S
<i>Banksia marginata</i>	Silver Banksia	T
<i>Lepidosperma curtisiae</i>	Little Sword Sedge	D
<i>Lepidosperma gunnii</i>	Slender Sword-sedge	D
<i>Lepidosperma laterale</i>	Variable Sword-sedge	D
<i>Dianella brevicaulis</i>	Coast Flax-lily	D,S
<i>Dianella revoluta</i>	Black-anther Flax-lily	D,S
<i>Austrodanthonia geniculata</i>	Wallaby-grass	S
<i>Austrodanthonia laevis</i>	Wallaby-grass	S
<i>Austrodanthonia racemosa</i>	Wallaby-grass	S
<i>Austrodanthonia setacea</i>	Wallaby-grass	S
<i>Dichelacne crinita</i>	Plume-grass	S
<i>Microleana stipoides</i>	Weeping Grass	S
<i>Poa</i> sp	Tussock-grass	S,D

<i>Themeda triandra</i>	Kangaroo Grass	S
<i>Lomandra</i> sp	Mat Rush	D
<i>Stipa</i> sp	Spear Grass	S

Use

S -seed, direct seeding

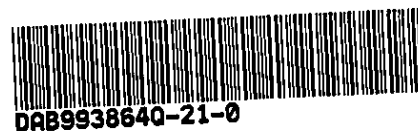
T - tubestock production

D - Dig up and transplant, divide where possible.

REFERENCES

Carr, G.W.; *Reilly's Ocean Grove Property Vegetation Assessment*, Feb 99. Ecology Australia.

Trengove, M.H.; *Ocean Grove Park (Ingamells) Conservation and Management Strategy*, Jan 98. Ocean Grove Park Inc.



*Management prescription for
privately owned lots - presented to
Panel*

REILLY'S PROPERTY

THACKER ST OCEAN GROVE

**MANAGEMENT PRESCRIPTIONS
FOR VEGETATION
ON FUTURE PRIVATELY OWNED LOTS**

Prepared for Tony Reilly

"Goandra" Pty Ltd



DAB9938640-22-3

**Mark Trengove
February 2000**



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INTRODUCTION

An area of 78 ha at Thacker St Ocean Grove, known as the Reilly's property, is to be sub-divided for residential use. The land is currently grazed. Much of the site contains significant woodland vegetation, in particular a sizable stand of the Bellarine Yellow Gum (*Eucalyptus leucoxylon ssp bellarinensis*). This site was recognized by Ecology Australia (February 1999) as being of National Conservation Significance. Ecology Australia identified one Nationally Significant species, the Bellarine Yellow Gum, and 39 Regionally Significant species.

An area of 4.2 ha that contains the most intact stands of the Yellow Gum is proposed to be reserved for conservation (the Reserve). Individuals and populations of the Yellow Gums and other significant species occur across much of the sub-division. These areas will be identified and zoned as Special Vegetation Protection Zones (SVPZ). This document provides prescriptions for the preservation and management of the vegetation in those Zones.

OBJECTIVES

The objective of this report is to provide management prescriptions for the SVPZ which occur in the future privately owned lots.

This report will provide the prescriptions for the vegetation in two sections -

- 1 Yellow Gums and other trees species
- 2 Areas of significant understorey vegetation

The prescriptions will allow for protection and management of existing vegetation and for future regeneration.

It is also important that safety issues such as fire risk be managed, and that amenity values be considered.

DISCUSSION

These prescriptions are for the areas that are to be privately owned. In addition to these prescriptions, an area of 4.2 ha of public open space is proposed which will encompass the most intact stands of Yellow Gums. This Reserve will have conservation as the primary purpose. Prescriptions for the management of the Reserve area are contained in the separate document "Yellow Gum Reserve - Vegetation Management and Restoration Prescriptions - November 1999"



This report acknowledges the need to conserve the Yellow Gums over the whole of the site, not just within the Reserve. This is important for two main reasons -

1 - To provide habitat for wildlife. Loss of woodland trees is a major conservation concern (RAOU 1996).

2 - To conserve the genetic integrity of the Yellow Gum population. Research indicates that localized Eucalyptus populations such as the Yellow Gum can have significant variation in gene pools, hence the need to conserve as much of the population as is possible (Moran and Hopper 1987).

Given that these prescriptions are for private land it is important that they provide clear and achievable aims. If the prescriptions are too complex or time consuming to implement then residents may become disinclined to follow them. Some of the skills required to undertake management prescriptions (such as plant identification and ecological principals) will require a degree of skill that may not be possessed by residents. It is important that information is available to assist owners in acquiring these skills (these tasks are not dissimilar to those of more traditional horticulture, once learned that can be just as rewarding) (*refer to Education*).

Enforcement of these prescriptions will also be more achievable if residents are aware and cooperative.

Areas that are identified as carrying significant vegetation will be designated as SVPZ and will also be subjected to a Council Preservation Planning Order Overlay. These areas will be identified by on additional ground field surveys by a suitably qualified person. Ideally this would be undertaken after the subdivision boundaries are identified on the ground. The building envelopes will then be located to have the minimum possible impact upon the SVPZ.

In general it is considered that the overall objectives of conservation and amenity/safety values can be achieved without undue concern to owners. This task is made easier by the main conservation objective being to maintain an open grassy woodland, as this type of vegetation is visually appealing and relatively "friendly". Some areas of significant understorey vegetation will require separate management prescriptions.

A balance between conservation and amenity values is required. The location of building envelopes needs careful consideration to not create unnecessary conflicts between conservation and amenity values. The proposed slashing regimes will be sufficient to satisfy fuel reduction and fire risk considerations and to maintain an open and safe feeling for the residents.

Education of residents in the form of a kit is essential. This will provide them with the appropriate management prescriptions for the type of vegetation they are to manage and also help them to appreciate the reasons for the conservation measures. The conservation areas should not be promoted as "no go" areas, but as areas where certain activities are encouraged and that other activities are not permitted.



RECOMMENDATIONS

YELLOW GUMS AND OTHER SIGNIFICANT TREES

Existing Trees

Where ever practical existing Yellow Gums and other significant trees are to be retained and managed to ensure healthy growth.

Tree Understorey Management

The general management aim is to encourage the indigenous understorey species to dominate the vegetation as much as possible.

The composition of the understorey vegetation, ie the amount of exotic and indigenous species, will vary from site to site and over a period of time. Most sites will contain a mixture of indigenous and exotic material. The timing and amount of vegetative growth will vary from year to year with seasonal differences. Consequently it is not possible to predict the exact management requirements. An assessment of each site is to be carried out to determine the recommended management regime.

The current (and the historical) management of the site is grazing. The vegetation that remains is to a large extent a product of that regime. It appears that the vegetation is in a process of gradual decline as a result of that grazing and possibly other pressures. After subdivision the grazing regime will cease. If no other management regime is implemented then there will be a build up of biomass, particularly of exotic species, which will lead to a decline of the understorey diversity as well as increased fire risk and loss of aesthetic values. Hence an alternative management regime is required to replace grazing. The two alternatives are fire and slashing. Fire is considered to be too difficult and dangerous within the private blocks, hence slashing is preferred as the primary method of biomass reduction.

The timing and height of slashing that is required differs to that of a traditional exotic lawn. In areas with predominately exotic species slashing is to be done with a view to limiting the seeding and spread of exotic species. The height of the slash is to be between 5 - 10 cm, slightly higher than in a traditional lawn. The frequency will vary but would typically be 2-3 times per year.

In areas of predominantly indigenous vegetation slashing is employed to maintain species diversity and to reduce biomass to allow for regeneration from seed. The height of the slash is to be between 5 - 10 cm. The frequency of slashing will vary but would typically be once or twice per year.

The frequency of slashing will be required to be subject to review to determine the effectiveness of the suggested regimes.



Residents are to be encouraged to work over a period of time to remove the more invasive exotic species (*refer to Environmental Weeds*) and to increase the cover of indigenous species. Management that employs selective weeding to remove exotic species such as **Phalaris aquatica* (Toowoomba Canary-grass) combined with a mowing regime that encourages indigenous grasses such as *Microleana stipoides* (Weeping Grass) will over time improve the quality of the understorey in terms of conservation values, aesthetic values and fire protection values. The recommended method of weed control for invasive grass and herbaceous species is spot spraying with a systemic herbicide such as Glyphosate. Increases in the cover of indigenous understorey can be achieved through natural recruitment and regeneration, direct seeding, planting or a combination of these methods. An understorey that is dominated by indigenous grasses will still require mowing, but less frequently than an understorey dominated by exotic species.

Senescent Trees

Dead or senescent trees should also be retained, where necessary the minimum amount of pruning of limbs should be carried out to ensure safety. It is preferable to allow trees to senesce naturally, as this allows for hollows to develop which provide habitat for wildlife.

Regeneration of Yellow Gums and other Significant Trees

Regeneration of Yellow Gums is essential to the ongoing survival of the population. However it is not necessary to have regeneration on all of the sites at the one time. A balance between regeneration and maintenance of an open woodland structure is desirable. With the changed management from grazing to slashing it is likely that regeneration of Yellow Gums and other trees will occur, where practical these trees should be encouraged to develop. Areas of regeneration should be identified and not slashed, to allow for growth. Once trees reach a suitable height slashing between trees can be resumed. Regeneration may occur in inconvenient locations, in these instances it may be possible to transplant the seedlings to an appropriate site. Regeneration should occur at least often enough to allow for new trees to replace those which are senescent. This may only be required infrequently, but it must be agreed upon as an objective. Land owners are to be encouraged to utilize regeneration to increase the size of the conservation zones, where possible.

It is likely that there will be regeneration of large numbers of indigenous Wattles (*Acacia* sp). It is desirable to encourage wattle regeneration but in a controlled manner. Thick wattle regeneration is not desirable, except in isolated stands, as it will cause loss of ground flora diversity and elevated biomass levels, as well as the loss of the open woodland structure. Wattles may therefore require thinning. If this is required it is to be carried out without disturbing the soil surface.

From a vegetation structure perspective the aim should be to maintain a balance between an open woodland structure and areas of thicker middle storey shrubs and smaller trees (such as



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wattles). The open structured woodland should be maintained as the dominant vegetation type, as this is consistent with the main conservation objectives and also maintains amenity values. Thicker middle storey vegetation should be kept to limited areas for reasons stated above and also to assist with the provision of habitat for a diversity of fauna species, which is important to maintain the health of the Yellow Gums (*refer to Monitoring the Health of Yellow Gums*).

Planting of Yellow Gums and other Significant Trees

If natural regeneration of the Yellow Gums and other significant trees is not successful then planting of appropriate stock will be required. The purposes of planting are the same as those of natural regeneration, to ensure continuation of the conservation aims. Planting should be carried out only with appropriate indigenous species, collected from local provenance (*refer below to Table 1*). Residents are to be encouraged to plant other indigenous species (shrubs, etc) both within the conservation zones and in other section of the properties. Where planting is to occur in the conservation zones, it is important not to plant shrub species too thickly as this will compromise the open woodland community and potentially inhibit regeneration of tree species. Mulch is to be used sparingly and so as to not smother indigenous ground flora. Mulch is to be free of weed seeds and propagules and is to be monitored in case of any weeds being inadvertently present.

Size and location of Understorey Zones

The size of the understorey zones shall cover all of the area underneath the canopy of the tree or trees plus an additional 2 metre buffer area. The location of the zones may vary over time as new areas of regeneration become established. (*Refer to Review and Monitoring*).

Monitoring the Health of Yellow Gums

Canopy die-back has been identified as a concern (Carr 1999). This is considered by Carr to be due to two main pressures - Noisy Miners and cattle grazing. The removal of cattle grazing is expected (by Carr) to improve tree condition, although it is noted that die back in the Yellow Gums is occurring in varying degrees across the whole of the Ocean Grove area (eg Ocean Grove Nature Reserve, Woodlands Estate, Ocean Grove Park), regardless of land uses. Therefore a program of managing the Noisy Miners requires consideration. As Noisy Miners are a native bird it is required that a permit to manage be obtained from the Department of Natural Resources and Environment and that any works be done according to their recommendations. These works are to be undertaken in conjunction with works in the Reserve area.

Noisy Miners are known to be a problem in areas of open woodland such as at Reilly's (Conole 1993). A common management recommendation is to provide a greater diversity of



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habitats by planting thicker middle storey and understorey vegetation. This type of activity typically happens in urban areas and can be seen in the Woodlands Estate and in the gardens of Ocean Grove generally. Therefor it is assumed that the sub-division development, both within the SVPZ and in the general horticultural areas, will provide over time a degree of control of the Noisy Miner problem. Observations of the comparative health of the Yellow Gum canopies at Reilly's and The Woodlands Estate indicate that the canopies are currently healthier at Woodlands, which supports this assumption.

Potential localized impacts upon the Yellow Gums as described above (*refer Permitted Uses*) will require ongoing monitoring and remedial management as needed.

Monitoring of the health of mature Yellow Gums is required to be ongoing, both in the SVPZ and in the Reserve.

SIGNIFICANT UNDERSTOREY VEGETATION

Significant Understorey Vegetation areas are those that contain a diversity of the indigenous ground flora, these include grasses, sedges and wildflowers. These areas constitute only a small percentage of the site and will only occur on some blocks. They may or may not include tree species. They are to be managed as SVPZ. The protection and appropriate management of these sites is important for the conservation of the biodiversity of the site. Carr (1999) reported that 34 of the 39 Regionally Significant species were ground flora species.

Generally the most diverse and intact understorey areas occur in the less fertile sandier sites that are dominated by Manna Gums. Weed invasion and biomass growth is expected to be slower in these sites than in the more fertile Yellow Gum dominated sites (which tend to have less intact and weed dominated ground flora).

The management aim is to maintain the diversity of the indigenous species, reduce the weed cover and increase the numbers of species with small populations.

The management regimes required (ie slashing and weed control) are essentially the same as for the tree understorey zones (*refer above to Understorey Management*). However attention will be required to monitor populations of species and weed invasions. In areas with less weed species the slashing regime can be less frequent.



PERMITTED USES

Permitted uses in the Special Vegetation Protection Zones are nature conservation, nature observation and passive recreation.

No structures are to be built on or in the trees or within the zones, except for nesting boxes, if required. No hard or unnatural surfaces are allowed. No activities which will alter the natural hydrological regime or nutrient levels are allowed in the zones. Any activity which creates disturbance to the soil is not permitted. No runoff from other sites is allowed to enter the zones. Any larger branches that fall within the zone may be left for habitat and nutrient recycling purposes.

Corner marking posts are required to demarcate the Zones. It is not considered necessary to fence off the conservation zones, however some owners may wish to do this, in which case post and wire fencing is prescribed (*refer to Fencing*).

EDUCATION

The education of residents is essential to the successful long term conservation objectives.

An education package is required to be developed which would provide the following -

- initial explanation of values of site (at point of sale)
- explanation of permitted uses and covenant agreement (at point of sale)
- identification of the locations of significant values (size and location of SVPZs)
- plant identification skills
- management skills

This information is required to be presented in a kit form and to be reinforced with a workshop session with a suitably skilled facilitator.

Skill sharing workshops are recommended to occur occasionally, as required. Individual owners will face similar challenges, workshops with a suitably skilled facilitator to share techniques and experiences will help increase knowledge and reinforce the overall aims of the sub-division.

"Land For Wildlife" provides education and support services to communities that are wishing to undertake conservation activities on private land. The Geelong Region Land for Wildlife Officer has indicated that these services would be appropriate for and available to this sub-division. There are several successful examples of this type of partnership, both locally and across Victoria. The City of Greater Geelong has also indicated a willingness to become actively involved with the promotion of conservation initiatives.

The formation of a "friends of" group is recommended, such a group would be encouraged to become involved, with Council, in the management of the Reserve, as well as the private land.

ENFORCEMENT OF PRESCRIPTIONS

Enforcement of management prescriptions is required to ensure that the prescriptions have validity. The most appropriate way to achieve this is to implement a Section 173 Agreement for the Special Vegetation Protections Zones to be monitored and enforced by the City of Greater Geelong. However it is acknowledged that enforcing these prescriptions could present difficulties, especially if the owners are unaware or unsympathetic to the conservation values. For this reason the education and encouragement of residents is seen as essential requirements (*Refer Education*).

REVIEW AND MONITORING

The location of the SVPZ may vary over time, as sites regenerate and senesc., This is to a certain degree unpredictable, due to the vagaries of nature. Changes in the locations of the significant vegetation may necessitate a review of the boundaries to accommodate changes.

Monitoring the health of the vegetation and the effectiveness of regeneration techniques will be required to ensure success.

It is recommended that a review of the boundaries and monitoring of the health of the vegetation be carried out on a regular basis, once every five years. The monitoring and review should be carried out by Council with a suitably experienced ecological consultant, in the presence of the owners/ residents.

WILDLIFE CORRIDOR TO OCEAN GROVE NATURE RESERVE

A wildlife corridor is to be established between the Reserve and the OGNR. This is to be established in the form of a continuous canopy of tree species (ie Yellow Gum, Manna Gum and Sheoke) that will be located from the northern end of the Reserve along the boundary of Lots 23 and 24 to the OGNR. It is required to be 10 metres wide, 5 metres on each property. It is not required to be fenced. At the OGNR end, within the 20 metre Buffer Zone the vegetation will be required to be open (ie suitably spaced clean trunk trees with lower limbs removed and the understorey slashed to satisfy the Buffer Zone requirements.



DOMESTIC ANIMALS

Due to the potential environmental impact of domestic animals the following prescriptions are proposed-

Dogs are allowed only under the following circumstances

- Must be limited to two per property

- Must be controlled in accordance with council guide lines

- Must not be allowed in the Reserve

Cats are not allowed.

Horses and other grazing animals are not allowed.

PEST ANIMALS

Pest animals such as Rabbits, Hares and Foxes are likely to occur from time to time in the sub-division. These animals will most likely cause damage to environmental values and consequently will require control. Management will be most effective if undertaken on a consistent, whole of sub-division basis. Management should be employed to cause a minimum of disturbance to the soil. Follow up monitoring will be required.

USE OF YELLOW GUMS AND OTHER INDIGENOUS SPECIES IN THE LANDSCAPE

Owners are to be encouraged to utilize the indigenous flora in the landscape as a theme to the sub-division. This would increase the numbers of indigenous species and help to meet conservation aims.

USE OF YELLOW GUMS AND OTHER SUITABLE SPECIES ON ROADSIDES

The indigenous species are to be used for roadside plantings. This will help to achieve conservation objectives and to visually enforce the natural setting and unique qualities of the sub-division.





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Table 1 Indigenous species Suitable for Landscape and Roadside Use

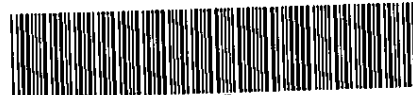
BOTANICAL NAME	COMMON NAME
<i>Acacia implexa</i>	Lightwood
<i>Acacia mearnsii</i>	Late Black Wattle
<i>Acacia pycnantha</i>	Golden Wattle
<i>Allocasuarina littoralis</i>	Black Sheoke
<i>Allocasuarina verticillata</i>	Drooping Sheoke
<i>Banksia marginata</i>	Silver Banksia
<i>Bursaria spinosa var macrophylla</i>	Sweet Bursaria
<i>Eucalyptus leucoxylon ssp bellarinesis</i>	Bellarine Yellow Gum
<i>Eucalyptus viminalis</i>	Manna Gum
<i>Exocarpus cupressiformis</i>	Cherry Ballart
<i>Myoporum insulare</i>	Common Boobialla
<i>Pomaderris paniculosa ssp parilia</i>	Coast Pomaderris
<i>Prostanthera nivea</i>	Snowy Mint-bush

ENVIRONMENTAL WEEDS

Environmental weeds are known to pose a significant threat to indigenous vegetation. Escapes from horticulture are of particular concern. Carr (1999) identified 21 species of environmental weeds which already occurred on Reilly's land. These species are to be removed from the sub-division, both from the Reserve and the future private lots. Owners are not permitted to plant or have on their property any of these species or any other known species of environmental weeds. Known species of environmental weeds are those which are listed as such in the book "Environmental Weed Invasions in Victoria" (Carr, et al 1992). Appropriate literature (eg City of Greater Geelong Environmental Weeds Brochure "Garden Pants are Going Bush...") that will assist resident's with the identification and management of weeds is to be distributed to land owners as a part of the educational package.

Table 2 Environmental Weed Species Recorded At Reilly's (From Carr 1999 and this Report)

BOTANICAL NAME	COMMON NAME
<i>Agapanthus praecox ssp orientalis</i>	Agapanthus
<i>Asparagus asparagoides</i>	Smilax
<i>Chrysanthemoides monilifera</i>	Boneseed
<i>Coprosma repens</i>	Mirror Bush
<i>Dactylis glomerata</i>	Cocksfoot



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Dipogon lignosus
Eucalyptus globulus ssp bicostata
Freesia alba
Genista monspessulana
Gladiolus undulatus
Lycium ferocissimum
Melaleuca armillaris
Oxalis pes-caprae
Phalaris aquatica
Pinus radiata
Pittosporum undulatum
Polygala myrtifolia
Rosa rubiginosa
Rubus fruticosus sp gg
Solanum linnaeanum
Sporobolus indicus var capensis
Ulex europaeus

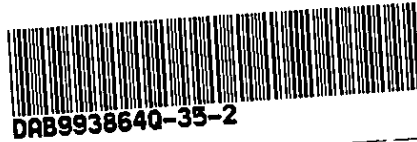
Dipogon
 Eurrabie
 Freesia
 Montpellier Broom
 Wild Gladiolus
 Boxthorn
 Bracelet Honey-myrtle
 Sour-sob
 Toowoomba Canary-grass
 Radiata Pine
 Sweet Pittosporum
 Myrtle-leaf Milkwort
 Briar Rose
 Blackberry
 Apple of Sodom
 Indian Rats-tail Grass
 Gorse

HORTICULTURE

Horticultural activities are permitted within the building envelope and areas outside the SVPZ at the residents discretion. However activities that impact upon the natural values of the SVPZ and the Reserve are not permitted. The activities include-

- The use of known environmental weeds (*refer above to Environmental Weeds*) and
- Activities which will cause alteration to the natural hydrological regimes and nutrient levels within the SVPZ and the Reserve.
- Activities which will cause disturbance to the soil surface within the SVPZ or the Reserve
- Dumping of garden refuse or other material in the SVPZ or the Reserve (with the exception of mulching around planted material) (*refer above to Planting of Yellow Gums and Other Significant Trees*).

Residents are to be encouraged to utilize the indigenous flora within their horticultural activities, so as to increase conservation aims and to provide a cohesive appearance to the subdivision.



FENCING

Fencing between neighbouring properties is not a requirement. If neighbouring residents decide to install a fence then the post and rail variety is recommended. Wire can be either ring lock or strained wire, barbed wire is not permitted. This type of fencing will have minimal visual impact, will not unduly impact upon wildlife and will be consistent with the fencing of the Reserve perimeter.

Other types of fencing are permitted, pending Council approval. The conditions for this are that the proposed fences can be shown to pose no environmental impact (eg environmental weed introduction, soil compaction, movement of wildlife) or create an unacceptable visual impact.

HARD SURFACES

Hard surfaces (paths, drive ways etc) are to be permeable in order to minimise the amount of storm water runoff and thus environmental impact. This is in keeping with the Vic Code Subdivision and Single Dwelling Guidelines (12O -4,6) April 1992.

BUILDING ENVELOPE

The building envelope is the parcel of land in which buildings and the disturbance associated with building and ongoing maintenance of the buildings is permitted.

Any disturbance is to be kept within that envelope, no disturbance is permitted outside the envelope. No materials, solid or liquid are to be dumped outside the envelope. During construction a temporary orange plastic safety mesh fence is to be erected around the building envelope to limit building works to within the envelope.

BUFFER ZONE

A 20 metre wide buffer zone is required to be established along the boundary adjacent to the OGNR. The zone is to be maintained as an area free of woody vegetation (with the exception of the wildlife corridor (*refer Wildlife Corridor to the OGNR above*) and kept in a slashed, ie-fuel reduced, condition at all times. Land on private adjacent to the Buffer Zone is required to be kept in a fuel reduced condition and no building is allowed to occur within 20 metres of the Buffer Zone.

ACKNOWLEDGEMENTS

The following people provided assistance with the preparation of this report -

Tony Reilly- Goandra, Ian McCartney - CoGG, Peter Moulton - Trust for Nature, Graeme Tribe - Geelong Field Naturalist Club, Bruce Humphries - CoGG, Tony Cavanagh - Woodlands Estate, Doona Burns - Land For Wildlife, Tim Blythe AT Cocks and Associates.

REFERENCES

Anon. "Conserving Woodland Birds in the Wheat and Sheep Belts of Southern Australia" - RAOU - 1996.

Anon. "Vic Code - Subdivision and Single Dwelling Guidelines"- Dept of Planning and Infrastructure- 1992.

Anon. "Warrenbeen Estate Educational Package" - DNRE Geelong Nov 1999.

G W Carr "Reilly's Ocean Grove Property Vegetation Assessment" - Ecology Australia - February 1999.

G W Carr, J V Yugovic and K E Robinson. "Environmental Weed Invasions in Victoria, Conservation and Management Implications" - Department of Conservation and Environment 1992

Laurie Conole "Planning for Wildlife when Managing Vegetation"- September 1993.

G F Moran and S D Hopper "Conservation of the Genetic Resources of Rare and Widespread Eucalyptus in Remnant Vegetation" ' Nature Conservation: The Role of Remnants of Native Vegetation, Surrey Beattie and Sons -1987.

M Trengove "Reilly's Property Thacker St Ocean Grove Yellow Gum Reserve - Vegetation Management and Restoration Prescriptions" - November 1999.

M Trengove "Ocean Grove Park (Ingamells) Conservation and Management Strategy"- Ocean /Grove Park (Ingamells) Inc January 1998.



LAND INFORMATION CERTIFICATE

In accordance with Section 229 of the Local Government Act 1989

Date of Issue: **17-Jul-2020**

Certificate No: **170334**

Applicants Ref:

39072769-010-4:130165

Assessment Number: 904659

Property Address:

PARENT - 71-83 Thacker Street, OCEAN GROVE VIC 3226

Property Description:

L Z PS705464, Lot 147-149,151-153 P PS741438, PdLs20-25 154-159 R1 A PS741439, Lot Q PS 741438, PdLs67-69 80-82 R1 S PS745148 PdLs47-50,T R1 PS745150, LtY PS715047

Ratepayer as per

Council Records:

Goandra Pty Ltd

Applicant:

Landata

PO BOX 500

EAST MELBOURNE VIC 8002

Operative Valuation Date: **01-Jul-2020**

Level of Valuation Date: **01-Jan-2020**

Capital Improved Value: **8,900,000**

Site Value: **8,900,000**

Net Annual Value: **445,000**

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

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

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

- ♦ The current rating year is for the period **01/07/2020 to 30/06/2021**. Lump sum payment - due by **15/02/2021** or by instalment **30/09/2020, 30/11/2020, 28/02/2021 and 31/05/2021**. Interest is chargeable after these dates on any outstanding amount.
- ♦ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

Please Note: Council has no involvement in the settlement process. Therefore, any overpayment of rates at settlement will be refunded to the payee.

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue (ie. **15-Oct-2020**) and within the current financial year.

The Local Government Act 1989 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.

CITY OF GREATER GEELONG LAND INFORMATION CERTIFICATE (cont.)

In accordance with Section 229 of the
Local Government Act 1989

Date of Issue: **17-Jul-2020**

eService

Certificate No: **170334**

Property Address: **PARENT - 71-83 Thacker Street, OCEAN GROVE VIC 3226**

Assessment Number: **904659.0**

	<u>Rate, Charges & Other Monies</u>	<u>Amount \$</u>
Arrears:	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
Current:	General Rates	12,943.50
	State Government Levies	1,921.00
	Waste Management	0.00
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	-2,019.15
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
Other:	Special Charges (<i>subject to Final Costs</i>)	0.00
	Sundry Charges	0.00
Payment:	Amount Received	0.00
	Overpayment	0.00
All Overdue amounts should be paid at settlement. The purchaser is liable for all outstanding rates and charges after transfer and settlement.		
Total Due:		12,845.35

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

Condition:

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



Authorised Officer



Bill Code: 17475

Reference: 100009046590

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

Your Ref: 39072769-010-4:130165

Page 2 of 2

Sec 229 LGA

Information Statement Part A

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

INSTALLATION NUMBER: 40010728 **APPLICATION NUMBER:** 326166 **DATE:** 16/07/2020
PROPERTY ADDRESS: 36-37 ALFRED CT, OCEAN GROVE, VIC 3226
YOUR REFERENCE: 358927
OWNER: GOANDRA PTY LTD
COMMENTS: **Comments**

The following service charges are applicable for the abovenamed property for the period 01/07/2020 to 30/09/2020. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

		Value	GST	Price
Total Service Charge	\$	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

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

Charges Due & Payable

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

Important Information

THERE ARE NO METERS AFFIXED TO THIS PROPERTY.

Before settlement, please call the Customer Service Centre on 1300 656007 to verify total amounts outstanding, as further legal costs may be applicable.

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

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

* **PLEASE NOTE:** Verbal confirmation will not be given after 14/09/2020. Barwon Water will not be held responsible for
* information provided verbally. For settlement purposes another certificate should be obtained after
* 14/09/2020 and a fee will be payable.

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

Manager Customer Centre

Information Statement Part B

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

16-07-2020

Whyte Just & Moore C/- InfoTrack C/- LANDATA
2 Lonsdale Street
Melbourne

Property: 36-37 ALFRED COURT OCEAN GROVE 3226

I refer to your application received at this office on 16/07/2020. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

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

Our Ref: EC326166

Your Ref: 358927

Agent Ref: 39075196-021-1

Yours faithfully.

Manager Customer Centre

Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / WHYTE JUST & MOORE

Your Reference:	203873
Certificate No:	39481502
Issue Date:	17 JUL 2020
Enquiries:	ESYSPROD

Land Address: 36 -37 ALFRED COURT OCEAN GROVE VIC 3226					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
46724652	154	741439	12193	457	\$1,134.12

Vendor: GOANDRA PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
GOANDRA PTY LTD	2020	\$71,678	\$1,257.64	\$0.00	\$1,134.12

Comments: Land Tax of \$1,257.64 has been assessed for 2020, an amount of \$123.52 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$0
SITE VALUE:	\$71,678
AMOUNT PAYABLE:	\$1,134.12



Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 39481502

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - a. vendor, or
 - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$71,678

Calculated as \$0 plus (\$71,678 - \$0) multiplied by 0.000 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 39481502

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: 39481502

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax

Sewer Drainage Plan Request

16-07-2020

Whyte Just & Moore C/- InfoTrack C/- LANDATA
2 Lonsdale Street
Melbourne

36 37 ALFRED CT OCEAN GROVE 3226

In accordance with your application dated 16/07/2020 please find attached our response to your Sewers and Drains Plan request.

Please be advised according to Barwon Water records this property is not connected to the sewerage system and therefore a drainage plan is not available.

Our Ref: EC326167

Your Ref: 358927

Agent Ref: 39075196-023-5

Yours faithfully.

Manager Customer Centre



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Whyte Just & Moore C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 358927

NO PROPOSALS. As at the 16th July 2020, 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®.

36-37 ALFRED COURT, OCEAN GROVE 3226
CITY OF GREATER GEELONG

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

Date of issue: 16th July 2020

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 39075196 - 39075196171039 '358927'

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 16 July 2020 05:17 PM

PROPERTY DETAILS

Address: **36-37 ALFRED COURT OCEAN GROVE 3226**
Lot and Plan Number: **Lot 154 PS741439**
Standard Parcel Identifier (SPI): **154\PS741439**
Local Government Area (Council): **GREATER GEELONG**
Council Property Number: **366853**
Planning Scheme: **Greater Geelong**
Directory Reference: **Melway 483 H7**

www.geelongaustralia.com.au

planning-schemes.delwp.vic.gov.au/schemes/greatergeelong

UTILITIES

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

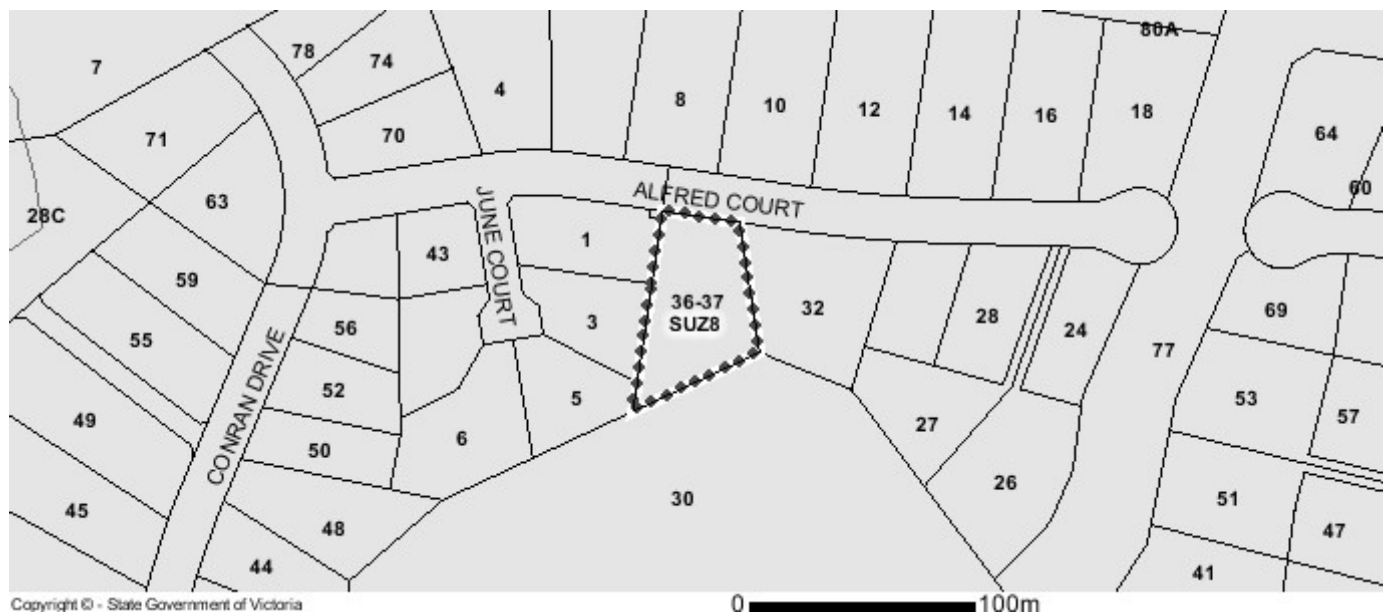
STATE ELECTORATES


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

Planning Zones

SPECIAL USE ZONE (SUZ)

SPECIAL USE ZONE - SCHEDULE 8 (SUZ8)



 **SUZ - Special Use**

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

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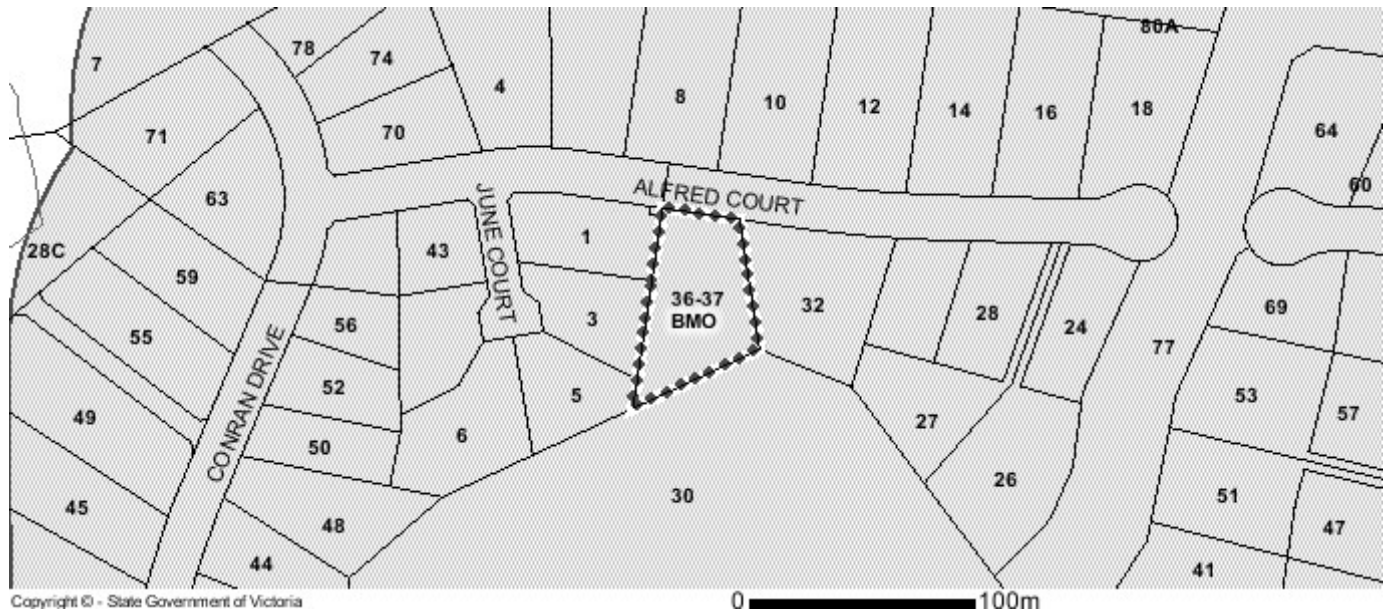
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 36-37 ALFRED COURT OCEAN GROVE 3226

Page 1 of 4

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

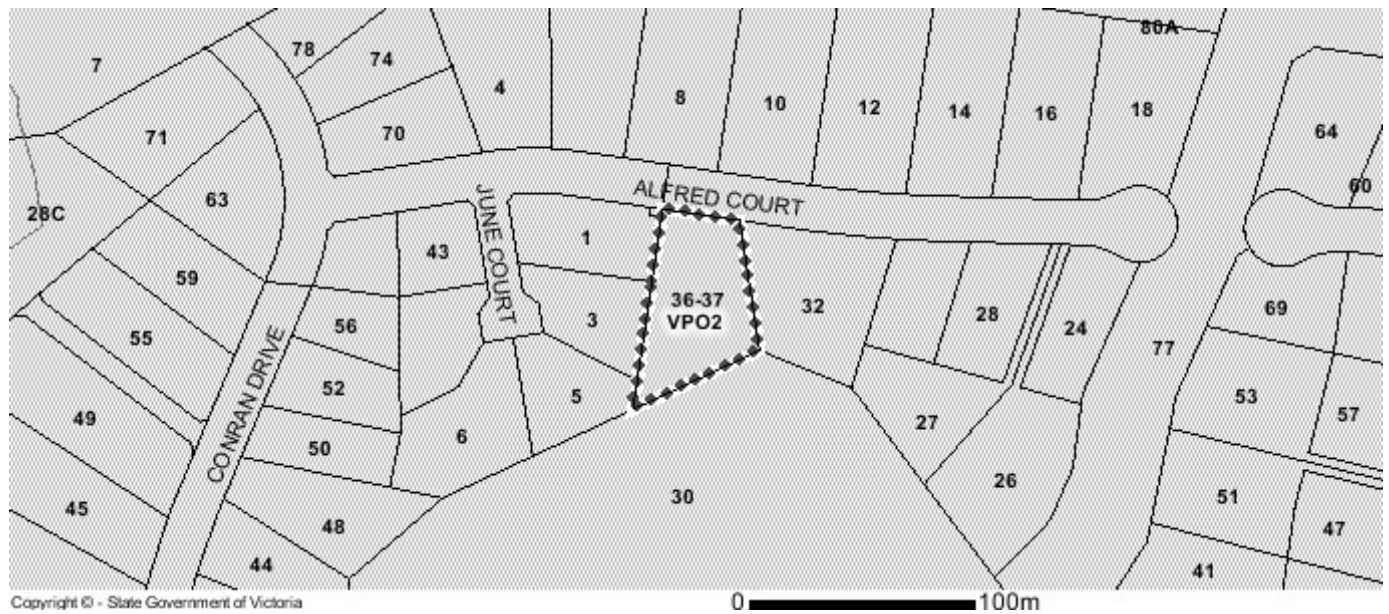


 BMO - Bushfire Management

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



 VPO - Vegetation Protection

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

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

Further Planning Information

Planning scheme data last updated on 15 July 2020.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

Designated Bushfire Prone Area

This property is in a designated bushfire prone area.
Special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

672408

APPLICANT'S NAME & ADDRESS

WHYTE JUST & MOORE C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

GOANDRA PTY LTD

PURCHASER

N/A, N/A

REFERENCE

358927

This certificate is issued for:

LOT 154 PLAN PS741439 ALSO KNOWN AS 36 - 37 ALFRED COURT OCEAN GROVE
GREATER GEELONG CITY

The land is covered by the:

GREATER GEELONG PLANNING SCHEME

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

The land:

- is included in a SPECIAL USE ZONE 8
- is within a VEGETATION PROTECTION OVERLAY - SCHEDULE 2
- and a BUSHFIRE MANAGEMENT OVERLAY

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/greatergeelong>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
(<http://vhd.heritage.vic.gov.au/>)

16 July 2020

Hon. Richard Wynne MP
Minister for Planning

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

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

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

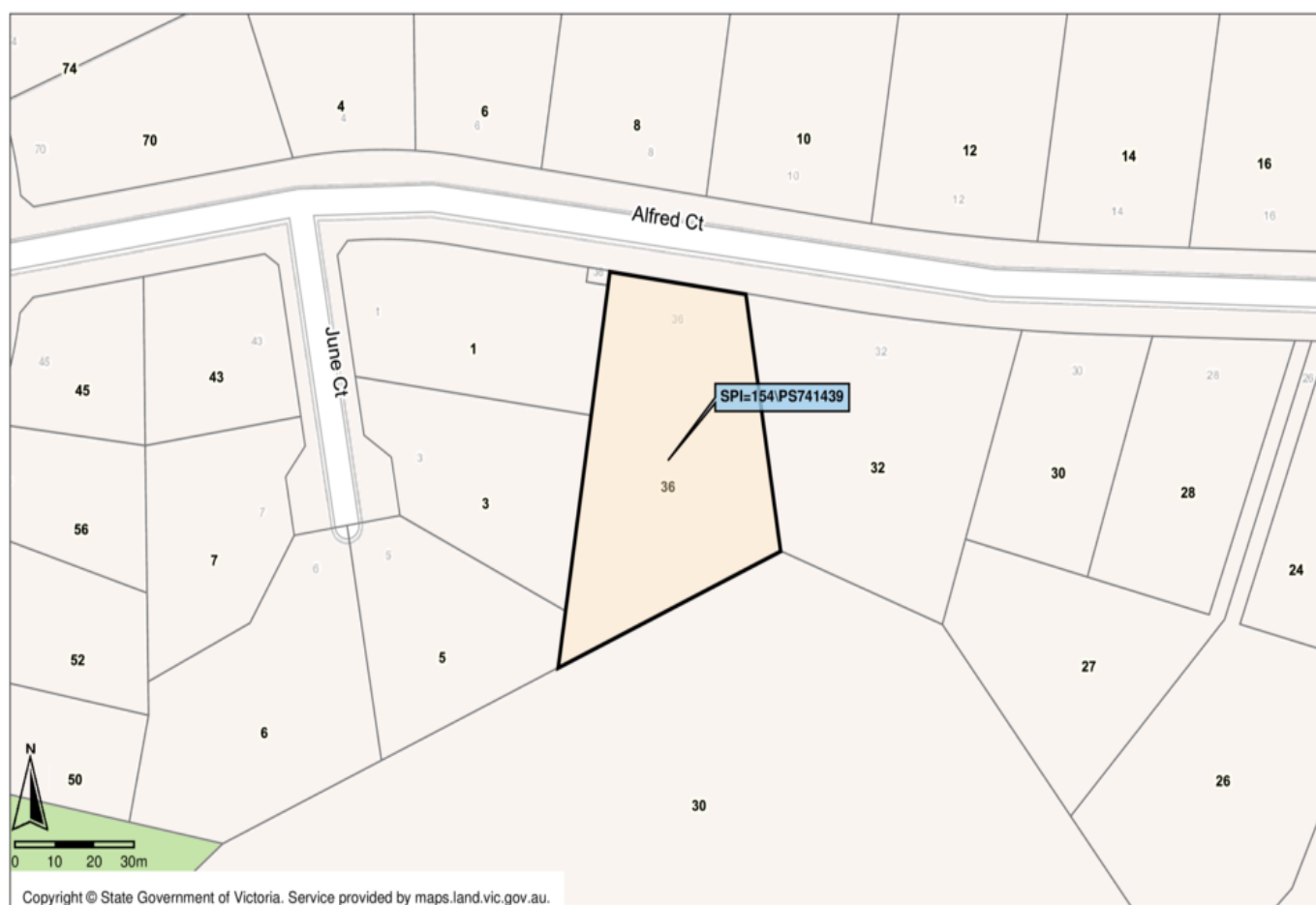
LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

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

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

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

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



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

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

13/12/2012
C258**SCHEDULE 8 TO CLAUSE 37.01 SPECIAL USE ZONE**

Shown on the planning scheme map as **SUZ8**.

GOANDRA LAND, THACKER STREET, OCEAN GROVE**Purpose**

To provide for the low-density residential development of the land bounded by Thacker Street, the Woodlands and Bellvue Estates and the Ocean Grove Nature Reserve.

To protect and conserve areas of natural and environmental significance in the subdivision.

To provide protection and on-going management of Bellarine Yellow Gums and other significant vegetation.

1.013/12/2012
C258**Table of uses****Section 1 - Permit not required**

Use	Condition
Animal keeping (other than Animal boarding)	Must be no more than 2 animals.
Bed and Breakfast	No more than 6 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Dependent person's unit	Must be the only dependent person's unit on the lot. Must meet the requirements of Clause 2 of this schedule.
Dwelling (other than Bed and Breakfast)	Must be the only dwelling on the lot. Must meet the requirements of Clause 2 of this schedule.
Home Occupation	
Informal outdoor recreation	
Minor Utility Installation	
Railway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 - Permit required

Use	Condition
Accommodation (other than Dependent person's unit and Dwelling)	
Agriculture (other than Animal keeping, Apiculture and Intensive animal husbandry)	
Animal boarding	

GREATER GEELONG PLANNING SCHEME

Use	Condition
Animal keeping (other than Animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.
Bed and Breakfast – if the Section 1 condition is not met	
Convenience Shop	The leasable floor area must not exceed 80 square metres.
Dependent person's unit – if the Section 1 condition is not met	Must meet the requirements of Clause 2 of this schedule.
Dwelling (other than Bed and Breakfast) – if the Section 1 condition is not met	<p>Must result in no more than two dwellings on the lot.</p> <p>Must be attached to an existing dwelling.</p> <p>Must meet the requirements of Clause 2 of this schedule.</p>
Mineral, stone, or soil extraction (other than Extractive industry, Mineral exploration, Mining and Search for stone)	
Place of Assembly (other than Amusement parlour, Carnival, Circus and Nightclub)	
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Utility installation (other than Minor utility installation and Telecommunications facility)	

Section 3 - Prohibited

Use
Any other use not in Section 1 or 2

2.0

19/01/2006
VC37

Use of land

A lot may be used for one or two dwellings provided the following requirements are met:

- Each dwelling must be connected to reticulated sewerage.
- Each dwelling must be connected to a reticulated potable water supply, with appropriate storage capacity, to the satisfaction of the responsible authority.
- Each dwelling must be connected to a reticulated electricity supply or have an alternative energy supply to the satisfaction of the responsible authority.

These requirements also apply to a dependent person's unit.

3.0

19/01/2006
VC37

Subdivision

A permit is required to subdivide land.

GREATER GEELONG PLANNING SCHEME

A permit must not be granted to subdivide land until a Concept Plan has been submitted to an approved by the responsible authority.

The Concept Plan must provide a road layout and subdivision pattern that responds to the natural and environmental significance of the site based on the “Goandra” Development Concept Plan Drawing Ref. 5539 Edition 05 dated 25/01/2002 but modified to show:

- The location of all substantial trees and significant understorey communities based on a detailed and accurate survey of vegetation carried out by a suitably qualified practitioner;
- The location of all areas with slopes greater than 20%;
- The provision of up to 170 allotments having a minimum area of 1000 square metres. Smaller lots should be located around the Yellow Gum reserve or on land that is flat or gently sloping or that has little or no vegetation. Smaller lots should not be located adjacent to the Ocean Grove Nature Reserve, Thacker Street or at the interfaces of the site with adjoining low density residential estates;
- The designation of a building envelope on each lot that allows for the long-term protection of significant vegetation having regard to the “*Management Prescriptions for Vegetation on Future Privately Owned Lots – Reilly’s Property, Thacker Street Ocean Grove*” Mark Trengrove, February 2000;
- The location of the road network to be provided for the development. The road network should include two-road access points to Thacker Street and a connection to Bellvue Drive. The road network is to be designed to ensure the retention of all possible Yellow Gums, Manna Gums and Sheoaks and significant understorey communities. Direct access should not be provided from any new lot created onto Thacker Street;
- The provision of a landscape reserve along the Thacker Street frontage, having a width of not less than 2 metres;
- The provision of a centrally located Yellow Gum Reserve with an area of at least 7.54 hectares that incorporates the best stands of Yellow Gums on the land;
- The provision of an open space linear park along the valley in the western portion of the site with a parkland linkage to the Ocean Grove Nature Reserve and a pedestrian linkage to the Yellow Gum Reserve;
- The provision of a 20-metre-wide buffer zone adjoining the Ocean Grove Nature Reserve; and
- The provision of a reserve linking the Yellow Gum Reserve and the Ocean Grove Nature Reserve that incorporates a significant stand of Manna Gums;

In deciding whether the Concept Plan is satisfactory, the responsible authority must consider;

- Whether the plan is consistent with the requirements described above.
- The views of the Department of Natural Resources and Environment, Friends of the Ocean Grove Nature Reserve, Geelong Environment Council and owners and occupiers of all properties in the Woodlands and Bellvue Estate who have direct abuttal to the subject land.

The Concept Plan may be amended to the satisfaction of the responsible authority.

Exemption from notice and appeal

An application for subdivision is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

Decision Guidelines

Before deciding on an application for a permit to subdivide land, in addition to the decision guidelines in Clause 37.01-3, the responsible authority must consider as appropriate:

- The consistency of the proposed subdivision with the approved Concept Plan.

- The protection and enhancement of the natural environment and character of the area, including the retention of Bellarine Yellow Gums, native vegetation and faunal habitat and the need to plant vegetation along waterways, gullies, ridgelines and property boundaries.
- The availability and provision of utility services, including sewerage, water, drainage, electricity, gas and telecommunications.
- The need to provide environmentally sensitive, 'soft' engineering treatments within the subdivision.

4.0

19/01/2006
VC37

Buildings and works

A permit is not required to construct a post and wire fence.

A permit is not required to construct a building or to construct or carry works if all of the following conditions are met:

- The proposed buildings and works are located within a dimensioned building envelope shown on the approved subdivision plan and the building envelope contains no Bellarine Yellow Gums;
- The proposed driveway to the dwelling does not require the removal of an established native tree; and
- The land has a slope of less than 20%.

Decision Guidelines

Before deciding on an application to construct a building or to construct or carry out works, the responsible authority must consider, as appropriate:

- The impact on existing native vegetation and whether removal of existing native trees can be avoided.
- Whether any buildings or works will encroach the root zone of established native trees and impact on the health of such trees.
- Whether suitable measures are proposed to be taken to avoid erosion and unsightly cut and fill on sites with a slope in excess of 20%.

23/07/2015
C307

SCHEDULE 2 TO CLAUSE 42.02 VEGETATION PROTECTION OVERLAY

Shown on the planning scheme map as VPO2.

THACKER STREET, OCEAN GROVE – VEGETATION PROTECTION AREA

1.0

23/07/2015
C307

Statement of nature and significance of vegetation to be protected

The Thacker Street Vegetation Protection Area is significant because:

- It comprises remnant Bellarine Yellow Gum – Coast Manna Gum Grassy Woodland which is of national significance.
- It contains a large population of *Eucalyptus leucoxylon* ssp *bellarinensis* protected under the *Flora and Fauna Guarantee Act 1988*.
- It has high conservation significance containing a diverse range of State and regionally significant plant species.
- The vegetation forms a link with the Ocean Grove Nature Reserve and remnant vegetation in surrounding residential areas.

References:

- “Comments on Vegetation Significance and Management, Reilly’s Property, Ocean Grove”, Ecology Australia, September 1997
- “Reilly’s Ocean Grove Property Vegetation Assessment”, Ecology Australia, February 1999

2.0

19/01/2006
VC37

Vegetation protection objective to be achieved

To protect and ensure the long-term future of the significant remnant vegetation.

To ensure development and use do not impact on the significant remnant vegetation.

To ensure siting of design of development and works maintains the physical and biological integrity of remnant vegetation community.

To encourage regeneration of the significant remnant vegetation.

To promote the use of locally indigenous plants for regeneration and revegetation.

3.0

23/07/2015
C307

Permit requirement

A permit is required to remove, destroy or lop native vegetation, except where:

- The native vegetation falls within a building envelope on an approved Plan of Subdivision or Concept Plan.
- It is listed within the incorporated document Environmental Weeds, City of Greater Geelong, September 2008.
- The native vegetation is dead and is less than 5 metres in height.

An application to remove vegetation must:

- Be accompanied by a plan that indicates the total extent of native vegetation on the land and the extent of proposed clearing, destruction or lopping.
- Specify the purpose of the proposed clearing.
- Demonstrate that the extent of removal, destruction or lopping of native vegetation has been reduced as much as is reasonable and practicable.
- Be accompanied by a landscape plan that shows the extent of revegetation works proposed to be undertaken on the site.

An application must be referred for advice to the Department of Environment, Land, Water and Planning.

4.0

23/07/2015
C307

Decision guidelines

Before deciding on an application for a permit, in addition to the decision guidelines in Clause 42.02-3, the responsible authority must consider as appropriate:

- “Comments on Vegetation Significance and Management, Reilly’s Property, Ocean Grove”, Ecology Australia, September 1997, “Reilly’s Ocean Grove Property Vegetation Assessment”, Ecology Australia, February 1999, “Management Prescriptions for Vegetation on Future Privately Owned Lots – Reilly’s Property, Thacker Street Ocean Grove” Mark Trengrove, February 2000 and “Vegetation Management and Restoration Prescriptions for Yellow Gum Reserve – Reilly’s Property, Thacker Street Ocean Grove” Mark Trengrove, November 1999.
- The views of the Department of Environment, Land, Water and Planning.
- The need to retain remnant vegetation in terms of physical and biological condition, rarity, variety and habitat quality.
- The likely effect of removal, destruction or lopping of native vegetation on resident or migratory fauna and the need to retain trees (live and dead) with hollows, understorey vegetation, native grasses and ground litter for habitat value.
- The reasons for removing the vegetation and the practicality of alternative options which do not require the removal of the native vegetation.
- The need to replace cleared vegetation.
- The importance of using indigenous species of local provenance for revegetation.
- The need to provide for fire protection while minimising the impact on vegetation, particularly a the rear of allotments adjoining the Ocean Grove Nature Reserve.

44.06

31/07/2018
VC148

BUSHFIRE MANAGEMENT OVERLAY

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

Purpose

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

To ensure that the development of land prioritises the protection of human life and strengthens community resilience to bushfire.

To identify areas where the bushfire hazard warrants bushfire protection measures to be implemented.

To ensure development is only permitted where the risk to life and property from bushfire can be reduced to an acceptable level.

44.06-1

19/09/2017
VC132

Bushfire management objectives and application of schedules

A schedule to this overlay must contain a statement of the bushfire management objectives to be achieved for the area affected by the schedule and when the requirements within it apply.

44.06-2

08/08/2019
VC159

Permit requirement

Subdivision

A permit is required to subdivide land. This does not apply if a schedule to this overlay specifically states that a permit is not required.

Buildings and works

A permit is required to construct a building or construct or carry out works associated with the following uses:

- Accommodation (including a Dependent person's unit)
- Education centre
- Hospital
- Industry
- Leisure and recreation
- Office
- Place of assembly
- Retail premises
- Service station
- Timber production
- Warehouse

This does not apply to any of the following:

- If a schedule to this overlay specifically states that a permit is not required.
- A building or works consistent with an agreement under Section 173 of the Act prepared in accordance with a condition of permit issued under the requirements of Clause 44.06-5.
- An alteration or extension to an existing building used for a dwelling or a dependent person's unit that is less than 50 percent of the gross floor area of the existing building.
- An alteration or extension to an existing building (excluding a dwelling and a dependent person's unit) that is less than 10 percent of the gross floor area of the existing building.

- A building or works with a floor area of less than 100 square metres not used for accommodation and ancillary to a dwelling.
- A building or works associated with Timber production provided the buildings or works are not within 150 metres of Accommodation or land zoned for residential or rural residential purposes.

44.06-3

11/04/2019
VC156

Application requirements

Unless a schedule to this overlay specifies different requirements, an application must be accompanied by:

- A **bushfire hazard site assessment** including a plan that describes the bushfire hazard within 150 metres of the proposed development. The description of the hazard must be prepared in accordance with Sections 2.2.3 to 2.2.5 of AS3959:2009 Construction of buildings in bushfire prone areas (Standards Australia) excluding paragraph (a) of section 2.2.3.2. Photographs or other techniques may be used to assist in describing the bushfire hazard.
- A **bushfire hazard landscape assessment** including a plan that describes the bushfire hazard of the general locality more than 150 metres from the site. Photographs or other techniques may be used to assist in describing the bushfire hazard. This requirement does not apply to a dwelling that includes all of the approved measures specified in Clause 53.02-3.
- A **bushfire management statement** describing how the proposed development responds to the requirements in this clause and Clause 53.02. If the application proposes an alternative measure, the bushfire management statement must explain how the alternative measure meets the relevant objective.

If in the opinion of the responsible authority any part of these requirements is not relevant to the assessment of an application, the responsible authority may waive, vary or reduce the requirement.

44.06-4

31/07/2018
VC148

Requirements of Clause 53.02

An application must meet the requirements of Clause 53.02 unless the application meets all of the requirements specified in a schedule to this overlay.

A schedule to this overlay may specify substitute approved measures, additional alternative measures and additional or substitute decision guidelines for the purposes of Clause 53.02.

44.06-5

31/07/2018
VC148

Mandatory condition

Subdivision

A permit which creates a lot for a single dwelling on land zoned for residential or rural residential purposes must include the following condition:

“Before the statement of compliance is issued under the Subdivision Act 1988 the owner must enter into an agreement with the responsible authority under Section 173 of the Planning and Environment Act 1987. The agreement must:

- *State that it has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-2 of the [*insert name of applicable planning scheme] Planning Scheme.*
- *Incorporate the plan prepared in accordance with Clause 53.02-4.4 of this planning scheme and approved under this permit.*
- *State that if a dwelling is constructed on the land without a planning permit that the bushfire protection measures set out in the plan incorporated into the agreement must be implemented and maintained to the satisfaction of the responsible authority on a continuing basis.*

The land owner must pay the reasonable costs of the preparation, execution and registration of the Section 173 Agreement.”

This does not apply:

- If a schedule to this overlay specifies that a Section 173 Agreement is not required.
- Where the relevant fire authority states in writing the preparation of an agreement under Section 173 of the Act is not required for the subdivision.
- For the subdivision of the land into lots each containing an existing dwelling or car parking space.

A permit to subdivide land must include any condition specified in a schedule to this overlay.

Buildings and works

A permit to construct a building or construct or carry out works must include the following condition:

“The bushfire protection measures forming part of this permit or shown on the endorsed plans, including those relating to construction standards, defendable space, water supply and access, must be maintained to the satisfaction of the responsible authority on a continuing basis. This condition continues to have force and effect after the development authorised by this permit has been completed.”

A permit allowing a dwelling to be constructed to the next lower bushfire attack level in accordance with AM1.2 in Clause 53.02-3 must include the following condition:

“Before the development starts, the owner must enter into an agreement with the responsible authority under section 173 of the Planning and Environment Act 1987 to provide for the following:

- *A dwelling constructed in accordance with planning permit [*insert planning permit reference] must not be occupied until a private bushfire shelter (a Class10c building within the meaning of the Building Regulations 2006) is:*
 - *Constructed on the same land as the dwelling.*
 - *Available for use by the occupants of the dwelling at all times.*
 - *Maintained in accordance with the requirements of the building permit issued for that private bushfire shelter.*

The land owner must pay the reasonable costs of the preparation, execution and registration of the Section 173 Agreement.”

A permit to construct a building or construct or carry out works must include any condition specified in a schedule to this overlay.

44.06-6

19/09/2017
VC132

Referral of applications

An application must be referred under Section 55 of the Act to the person or body specified as the referral authority in Clause 66.03, unless a schedule to this overlay specifies otherwise.

44.06-7

31/07/2018
VC148

Notice and review

An application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act, unless a schedule to this overlay specifies otherwise.

A schedule to this overlay may specify that notice be given to any person or body in accordance with section 52(1)(c) of the Act.

44.06-8

31/07/2018
VC148

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 53.02 and Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- Any other matters specified in a schedule to this overlay.

44.06-9

19/09/2017
VC132

Transitional arrangements

The requirements of Clause 44.06 Bushfire Management Overlay do not apply to a single dwelling, or a dependent person's unit, when a permit under the *Building Act 1993* was issued before the commencement of Amendment GC13, if:

- vegetation is managed to accord with the bushfire attack level assessment undertaken at the time the building permit was issued; and
- a static water supply of:
 - 2500 litres on lots of 500 square metres or less
 - 5000 litres on lots of more than 500 square metres,
is provided to the satisfaction of the responsible authority.
- no permit was required for such development under Clause 44.06 before the commencement of Amendment GC13.

PLANNING PERMIT

Permit No.	PP-1421-2004
Planning Scheme	Greater Geelong Planning Scheme
Responsible Authority	Greater Geelong City Council

ADDRESS OF THE LAND 71-119 & 121-179 THACKER STREET, OCEAN GROVE

THE PERMIT ALLOWS 170 LOT SUBDIVISION IN ACCORDANCE WITH THE ENDORSED PLANS AND REMOVAL OF NATIVE VEGETATION GENERALLY IN ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Prior to the certification of the Plan of subdivision an additional plan shall be submitted to and approved by the Responsible Authority

This plan shall be in accordance with the plan submitted with the application, but shall show the following.


- Proposed staging of the development.

An endorsed copy of this plan shall form part of the permit.

2. The time within all stages of the subdivision approved by this permit No. 1421/2004 must be certified is 22 July 2016 and the time within which a Statement of Compliance must be issued for each certified plan is to be five (5) years after the relevant date of certification.
3. A Construction Management Plan shall be submitted with the engineering plans and shall address protection of all existing vegetation, access locations for construction traffic and control of site emissions during construction and the defects liability period to the satisfaction of the Responsible Authority.
4. Drainage easements in favour of the City of Greater Geelong shall be created on the plan submitted for certification to the satisfaction of the Responsible Authority.
5. A neighbourhood design plan including building envelopes that are generally in accordance with the building envelopes on the approved Concept Plan, shall be prepared to the satisfaction of the Responsible Authority and endorsed as part of this permit. Development on these lots shall be in accordance with the neighbourhood design plan.

The final building envelopes shall be established following final survey of lots and tree/vegetation locations and should include access corridors from the front boundary to the building envelopes.

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CONDITIONS OF PLANNING PERMIT PP-1421-2004 CONTINUED

6. The plan of subdivision shall include a restriction sheet showing the building envelopes in accordance with the approved neighbourhood design plan. The restriction shall require any building or development on the lots to accord with the building envelope.
7. The subdivider shall provide a list of proposed street names for approval and provide and place relevant signs.
8. Roads created by the proposed subdivision as shown on the endorsed plan shall be constructed to a full construction standard to accord with any restrictions or variations to standards contained in the endorsed Environment Management Plan or the Stormwater Management Plan except that footpath will be required in accordance with an approved landscape plan that includes pedestrian/cycle path linkages and shall accord with plans and specifications approved by the City of Greater Geelong under the provisions of Part 3 of the Subdivision Act 1988.

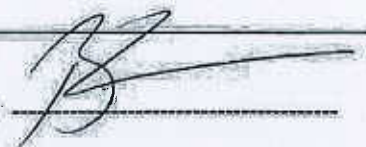
Any components relating to the full construction of a road which are not included in the scope of works shown on the approved plans and specifications may be subject to future construction under the provision of Part A to the Local Government Act 1989.

The road details, layout and construction shall be to standards to be determined by the City of Greater Geelong at the time of certification of the plan of subdivision for each stage as shown on the endorsed plan.

9. A stormwater drainage system shall be constructed in accordance with the endorsed Stormwater Management Plan within easements and/or road reserves to cater for all lots, roads, streets and courts created by the subdivision and the surrounding developed and undeveloped area all to the satisfaction of the Responsible Authority.
10. Street lighting is to be provided within the subdivision and at the new intersections on Thacker Street at the full cost of the subdivider.
11. The land set aside as a Plantation Reserve as shown on the endorsed plan shall be planted with trees and shrubs to provide an effective visual screen. Such planting shall be carried out prior to a Statement of Compliance being given by Council and thereafter shall be maintained in good order and condition including watering of trees/shrubs and mowing of the reserve for a period of twelve months to the satisfaction of the Responsible Authority.
12. The subdivider shall erect fences in accordance with the specifications on the approved landscape plans on the boundaries of the Council Reserves to the satisfaction of the Responsible Authority and at no cost to Council.
13. The new road intersections on Thacker Street are to be constructed to the satisfaction of the Responsible Authority with any major traffic control items to be jointly funded by Council and the subdivider.
14. Any existing services crossing the new lots from the existing house shall be relocated prior to the issue of a Statement of Compliance, to the satisfaction of the Responsible Authority.

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CONDITIONS OF PLANNING PERMIT PP-1421-2004 CONTINUED

15. No topsoil shall be removed from the land without the consent of the Responsible Authority and any topsoil disturbed as a result of works permitted by this permit shall be stockpiled on the site for later redressing of the land.
16. All disturbed surfaces on the land authorised by this permit except those areas set aside for roadways and footpaths shall be dressed with topsoil and, where appropriate, re-vegetated and stabilised to the satisfaction of the Responsible Authority to prevent any erosion or siltation either on or adjacent to the land.
17. Repair and reinstatement necessitated by any damage to Council assets caused by or as a result of the subdivision construction is required to be carried out at the developer's expense to the satisfaction of the Responsible Authority.
18. A pro-rata main drainage levy at the approved ruling rate at the time of payment shall be made towards the cost of existing and future main drainage works.
19. Public Open Space provision shall be by land set aside in the subdivision as shown on the Concept Plan. The Public Open Space is to be transferred to Council as adjacent subdivision stages are released.
20. The subdivider shall contribute the cost of planting street trees in accordance with the approved Road Reserve Environment Management Plan.
21. No vegetation shall be removed, damaged or lopped other than that marked on the plans pursuant to this permit without the further written consent of the Responsible Authority.
22. Prior to the certification of the plan of subdivision a net gain assessment shall be carried out in accordance with the Victoria Native Vegetation Management Framework (DSE 2002) for all native vegetation proposed to be removed as derived from the creation of subdivision allotment building envelopes and driveways proposed, from allotment envelopes to the property frontage and subdivision infrastructure installation (including roads and paths)

The net gain assessment carried out in accordance with the Victoria Native Vegetation Management Framework (DSE 2002) will nominate areas within the Yellow Gum Reserve and other reserves to accommodate offset requirements. The net gain assessment shall also include a works implementation and maintenance program and capital investment required by the developer for a minimum period of 10 years for establishment and maintenance of required offsets to the satisfaction of the Responsible Authority.
23. Prior to the approval of engineering construction plans a Stormwater Management Plan for the subject site shall be prepared to the satisfaction of the Responsible Authority. The Stormwater Management Plan shall have regard to Urban Stormwater Best Practice Environmental Management Guidelines (CSIRO 1999), WSUD Engineering Guidelines (Melbourne Water 2004), Australian Rainfall and Run-off and City of Greater Geelong Stormwater Quality Management Plan (WBM Oceanics Australia 2002).

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CONDITIONS OF PLANNING PERMIT PP-1421-2004 CONTINUED

24. Prior to the commencement of works the Yellow Gum Reserve Management Plan shall be prepared by a suitably qualified/experienced person to the satisfaction of the Responsible Authority. The developer shall undertake the implementation of works prescribed within the approved Yellow Gum Reserve Management Plan to the satisfaction of the Responsible Authority.
25. Prior to the commencement of works an Open Space Linear Drainage Reserve Landscape Plan shall be prepared by a suitably experienced/qualified person to the satisfaction of the Responsible Authority. The developer shall undertake the implementation of works prescribed within the approved Linear Drainage Reserve Landscape Plan to the satisfaction of the Responsible Authority.
26. Prior to the commencement of works a Road Reserve Environmental Management Plan shall be prepared to the satisfaction of the Responsible Authority. The developer shall undertake the implementation of works prescribed within the approved Road Reserve Environmental Management Plan to the satisfaction of the Responsible Authority.
27. A Section 173 Agreement is required to be prepared for each lot that details the environmental principles that apply to all allotments eg. environmental weed restrictions and restrictions on companion animals to the satisfaction of the Responsible Authority.
28. **Conditions required by Barwon Water:**

General

- (i) Any plan submitted under the Subdivision Act 1988 must be forwarded to Barwon Water under Section 8 of that Act.

Water

- (i) The provision of water supply services to all lots in the subdivision in accordance with Barwon Water's requirements and Victorian Plumbing Regulations.
- (ii) The payment of a Developer Charge for water supply for the subdivision. This charge reflects the additional demand placed on the water system by this development.
- (iii) Barwon Water's records indicate that an existing water service and meter is located on this property. A dimensioned plan showing the location relative to the existing boundaries and the meter numbers is required. Private water service pipes are not permitted to cross allotment boundaries and must be plugged and abandoned at the boundaries of such allotments.

Sewer

- (i) The provision of sewerage services to all lots in the subdivision in accordance with Barwon Water's requirements, and Victorian Plumbing Regulations. Individual allotment connection branches are to be provided and extended into each allotment.
- (ii) The payment of a Developer Charge for sewer for the subdivision. This charge reflects the additional loading placed on the sewerage system by this development.

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Form 4

CONDITIONS OF PLANNING PERMIT PP-1421-2004 CONTINUED

- (iii) Payment of contributions towards the upgrading of the Ocean Grove No 3 Sewerage Pump station in accordance with Barwon Water policy.

NOTE 1: The developer is to apply to Barwon Water for details relating to costs and conditions required for the provision of water supply and sewerage services to the subdivision. If the land is developed in stages, the above conditions will apply to any subsequent stage of the subdivision.

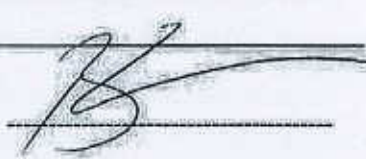
NOTE 2: It would be appreciated if all communication between the developer/agent and Barwon Water quote Barwon Water reference number 60/061/08879.

29. Conditions required by Powercor Australia Limited:

- a) The applicant shall provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards. (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.
- b) The applicant shall where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Supply and Installation Rules issued by the Victorian Electricity Supply Industry.
- c) The applicant shall set aside on the plans of subdivision for the use of Powercor Australia Limited reserves and/or easements satisfactory to Powercor Australia Limited where any electric substation (other than a pole mounted type) is required to service the subdivision. Alternatively, at the discretion of Powercor Australia Ltd a lease(s) of the site(s) and for easements for associated powerlines, cables and access ways shall be provided. Such a lease shall be for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years. Powercor Australia Ltd will register such leases on the title by way of a caveat prior to the registration of the plan of subdivision.
- d) The applicant shall provide easements satisfactory to Powercor Australia Limited, where easements have not been otherwise provided, for all existing Powercor Australia Limited electric lines on the land and for any new power lines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements shall be for the purpose of "Power Line" in favour of Powercor Australia Limited.
- e) The applicant shall obtain for the use of Powercor Australia Limited any other easement external to the subdivision required to service the lots.
- f) The applicant shall adjust the position of any existing easement(s) for power lines to accord with the position of the line(s) as determined by survey.
- g) The applicant shall obtain Powercor Australia Limited's approval for lot boundaries within any area affected by an easement for a power line and for the construction of any works in such an area.
- h) The applicant shall provide to Powercor Australia Limited, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.
- i) The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Limited in accordance with Section 8 of that Act.

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CONDITIONS OF PLANNING PERMIT PP-1421-2004 CONTINUED**30. Conditions required by Telstra:**

- a) Prior to a Statement of Compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra all works for provision of Telecommunication Services to each lot created in the subdivision.
- b) Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.
- c) The plan submitted for certification must show details of easements and/or RCM/RIM sites which may be required by Telstra.
- d) That the plan of subdivision submitted for certification be referred to Telstra in accordance with Section 8 of the Subdivision Act 1988.

NOTE: Following an application to Telstra for provision of cable reticulation the owner will be advised of the details of easements and/or RCM/RIM sites which will be required by Telstra.

31. Conditions required by TXU:

- a) Easements in favour of TXU Networks (Gas) must be created on the plan to the satisfaction of TXU Networks (Gas).
- b) The plan of subdivision submitted for certification must be referred to TXU Networks (Gas) in accordance with Section 8 of the Subdivision Act 1988.

32. Conditions required by the CFA:**Subdivision plan not altered**

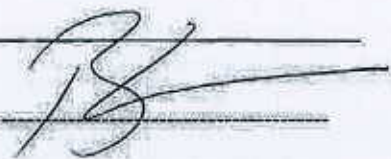
- a) The subdivision as shown on the endorsed plans must not be altered without the consent of CFA.

Hydrants

- a) Operable hydrants, above or below ground must be provided to the satisfaction of CFA.
- b) The maximum distance between these hydrants and the rear of the all building envelopes (or in the absence of the building envelope, the rear of all lots) must be 120m and hydrants must be no more than 200m apart.
- c) Hydrants must be identified as specified in "Identification of street Hydrants for Firefighting purposes" available under publications on the Country Fire Authority web site (www.cfa.vic.gov.au)

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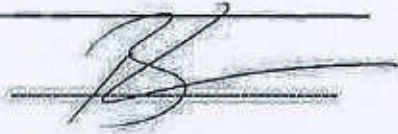
CONDITIONS OF PLANNING PERMIT PP-1421-2004 CONTINUED**Roads**

- (a) 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.
- (b) 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 metres. Dips must have no more than in a 1 in 8 (12%)(7.1 degree) entry and exit angle.

THIS PERMIT HAS BEEN EXTENDED AS FOLLOWS:

Date	Brief Description
21 June 2007	Planning Permit 1421/2004 was extended by the City of Greater Geelong. The time limit for the commencement of any individual stage of subdivision hereby permitted is 22 July 2009 and any individual stage is to be completed within (5) years of the date of certification of the subdivision plan for that stage.
8 August 2011	Condition 2 has been reworded to allow an extension of time in accordance with VCAT Order P1864/2011. All stages of the subdivision must be certified by 22 July 2016 and the time within which a Statement of Compliance must be issued for each certified plan is to be five (5) years after the relevant date of certification.
13 September 2016	Planning Permit 1421/2004 was extended by the City of Greater Geelong. All stages of the plan of subdivision must be certified by 22 July 2018 and all stages are to be completed within five (5) years of the date of certification of the subdivision plan for that stage.

Date Issued: 22 July 2005

Signature of the
Responsible Authority:


Planning and Environment Amendment Regulations 2013

Form 4

Purchaser information kit and environmental principles for Yellow Gums Estate

Values of the site

The Yellow Gums Estate is located on land that is very special. This site has one of the largest remaining populations of **Bellarine Yellow Gums** (*Eucalyptus leucoxylon ssp bellarinensis*). These are a special subspecies of Yellow Gum and are listed as endangered under the Fauna and Flora Guarantee Act of Victoria. They are unique as they grow only near the coast and have larger flowers with longer stems than other subspecies

The trees were once common from Swan Bay through to Jan Juc and have a slightly waxy leaf when young, protecting them from salty winds. However, removal has impacted on its distribution. Owners are therefore encouraged to plant more Bellarine Yellow Gum on their properties.

A large area of over 8 ha is preserved as the **Yellow Gum Reserve**, central to the Estate. It will be managed carefully to restore its woodland characteristics, known botanically as "**open grassy woodland**".

Open grassy woodland is an endangered vegetation community in Victoria. It is an open eucalypt and/or sheoak woodland growing over a diverse ground layer of native grasses and herbs. Common trees are the Narrow-leaf Peppermint, Bellarine Yellow-gum and Drooping Sheoak. By protecting and enhancing this habitat, native birds and animals should be attracted to the area.

Many Lots also contain fine examples of the Bellarine Yellow Gums, trees that are hundreds of years old. Many of these trees cannot be grown to this age in our lifetime. They are a joy to live with, attracting birds in winter when they flower.

These trees will benefit from planting smaller understorey plants on your Lot, attracting smaller birds back to the area. With an active planting regime of local species, the Lots will gradually link back to the Yellow Gum Reserve and through to the neighbouring Ocean Grove Nature Reserve.

Many Bellarine Yellow Gums will also be planted along roads and in Lots to ensure their future survival on this site.

General use of your site

The Yellow Gum Estate is protected by a Vegetation Protection Overlay – Schedule 2 (VPO2), meaning that a planning permit from City of Greater Geelong may be required to remove, destroy or lop any vegetation, including dead trees, unless an exemption applies.

Please be aware that this subdivision has been approved with building envelopes and you will need to carefully check your title and registered plan of subdivision for this information and any other restrictions.

Building envelopes specify where buildings and works such as a dwelling and garages can be constructed, however there are also tree protection zones which exclude buildings and works, please refer to title and registered plan of subdivision for further information.

Existing trees within the building envelopes may be removed if necessary, in accordance with the approved subdivision plan – please note your building envelope is likely to be different to that approved for your neighbour. The loss of this vegetation within building envelopes will be offset by planting and management activities in the Yellow Gum Reserve and other Reserve areas created in this Estate. The size and shape of building envelopes varies to avoid native vegetation where possible.

Selective use of sections of brush or post and wire (or other non-pailing) fencing on the edges of building envelopes can provide privacy without compromising the open woodland feel, if necessary. The side and rear fences of all lots must be with rural, ring lock-style fencing, whilst lots abutting Council reserve must also contain rabbit proof fencing.

As it is intended that this area of bushland will be protected and enhanced, fire risk must be taken into consideration. The Country Fire Authority (CFA) consider this area to be a fire risk area and that fuel loads should be maintained around buildings, within building envelopes.

Fire risk outside building envelopes should consider the protection and enhancement of bushland values (refer to Page 3, *Management Prescriptions for Vegetation on Future Privately Owned Lots* (Mark Trengrove, February 2000) for further information – this document is an annexure to a Section 173 Agreement (2002) attached to title.

Owners are required to remove noxious weeds, encouraged to remove environmental weeds and increase the cover of indigenous species. The use of indigenous vegetation will reduce water requirements and mowing and may maintain a greener landscape in times of drought. No environmental or noxious weeds are to be planted.

The planting of indigenous species is encouraged. Care should be taken to avoid planting too thickly and compromising the open woodland feel whilst inhibiting the regeneration of tree species. Mulch can be used sparingly or it will suppress the growth of ground flora. It needs to be weed free. The restoration of areas of understorey is primary for providing habitat for smaller birds. Refer to Page 3, *Management Prescriptions for Vegetation on Future Privately Owned Lots* (Mark Trengrove, February 2000) for further information.

Galahs and cockatoos can cause damage to timber buildings. Encouraging them by hand feeding is not recommended.

Domestic Animals

Please be aware of the following, due to the potential environmental impact of domestic animals;

Dogs are only allowed under the following circumstances-

- Must be limited to two (2) per property
- Must be controlled in accordance with Council guidelines
- Must not be allowed in the Reserve

Cats are not allowed.

Horses or other grazing animals are not allowed.

Planting Recommendations

Local Nurseries can provide a wide range of indigenous plants suited to this area. Selections from the following list are recommended:

Botanical Name	Common Name
<i>Acacia implexa</i>	Lightwood
<i>Acacia meamsii</i>	Late Black Wattle
<i>Acacia pycnantha</i>	Golden Wattle
<i>Allocasuarina littoralis</i>	Black Wattle
<i>Allocasuarina verticillata</i>	Drooping Sheoke
<i>Banksia marginata</i>	Silver Banksia
<i>Bursaria spinosa var macrophylla</i>	Sweet Bursaria
<i>Eucalyptus leucoxylon ssp bellarinesis</i>	Bellarine Yellow Gum
<i>Eucalyptus viminalis</i>	Manna Gum
<i>Exocarpus cupressiformis</i>	Cherry Ballart
<i>Myoporum insulare</i>	Common Boobialla
<i>Pomaderris paniculosa ssp parilia</i>	Coast Pomaderris
<i>Postanthera nivea</i>	Snowy Mint-bush

Planting weed species is not permitted, as they may escape into neighbouring areas. This includes agapanthus, freesias, wild gladiolus radiata pine, briar rose and blackberry, among others.

Land owners are encouraged to monitor the health of indigenous vegetation on their lots. Further support, contacts and information can be obtained from the following organizations;

- Bellarine Landcare Group:- 5257 3298

- Swan Bay Integrated Management Committee:- 5256 3687
- Geelong Field Naturalists:- 5229 3901 <http://home.vicnet.net.au/~gfnc/>
- City of Greater Geelong Environment Unit:- 5227 0785
http://www.geelongaustralia.com.au/Services_In_Geelong/Environment/