

Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **4 SEACOMBE GROVE, SOMERVILLE VIC 3912**

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on/...../2025

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2025

Print names(s) of person(s) signing: Salvina Nixon

.....

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Particulars of sale

Vendor's estate agent

Name:	OBrien Real Estate Somerville			
Address:	Shop 3, 1065 Frankston Flinders Road, Somerville VIC 3912			
Email:	chrissy.kouvaras@obrienrealestate.com.au			
Tel:	59778877	Mob:	Fax:	Ref: Chrissy Kouvaras

Vendor

Name:	Salvina Nixon
Address:	3 Seacombe Grove, Somerville VIC 3912

Vendor's legal practitioner or conveyancer

Name:	SP Conveyancing Victoria Pty Ltd			
Address:	Suite 2, 76 Station Street, Somerville VIC 3912			
Email:	spc05@spconveyancing.com.au			
Tel:	03 5977 5156	Fax: 03 5977 5999		Ref: JC:25176

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:				
Address:				
Email:				
Tel:		Fax:	DX:	Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12142	Folio	392	13	PS 814076C

OR described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: 4 Seacombe Grove, Somerville VIC 3912

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

All fixtures and fittings of a permanent nature as inspected

Payment (general condition 11)

Price \$

Deposit \$ By (of which \$ has been paid)

Balance \$ payable at settlement

GST (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

Settlement (general condition 10)

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

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

Subject to Lease

If '**subject to lease**' then particulars of the lease are set out in the Lease attached to the Vendors Statement

~~(*only complete the one that applies. Check tenancy agreement/lease before completing details)~~

☐ ~~*residential tenancy agreement for a fixed term ending on~~

OR

☐ ~~*periodic residential tenancy agreement determinable by notice~~

OR

☐ ~~*lease for a term ending on with options to renew, each of years.~~

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount:

Approval date:

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

special conditions

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

Instructions: *It is recommended that when adding further 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 this page; and*
 - *attach additional pages if there is not enough space.*
-



Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; 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.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the [Banking Act 1959](#) (Cth) is in force.



Special condition 2 – Acceptance of title

General condition 12.4 is added:

- 12.4 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.



Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus

GST" or under general condition 13.1(a), (b) or (c)),
the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST,
until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

☒ **Special condition 5 - Foreign resident capital gains withholding**

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property 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.
- 15A.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.
- 15A.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.
- 15A.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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☐ **Special condition 5A – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.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.

- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this 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.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 15B.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255 ; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential

residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

15B.12 This general condition will not merge on settlement.



Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 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.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.



Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

- 21.1 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.



Special condition 8 – Electronic conveyancing

- 8.1 Settlement and lodgment 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 8.7 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 special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 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.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- 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 Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.



Special condition 9 – Deposit bond

- 9.1 In this special condition:
- (a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 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.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 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 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 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 special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.



Special condition 10 – Bank guarantee

- 10.1 In this special 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)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 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 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 10.4 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 special condition 10.3.
- 10.5 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 special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.



Special condition 11 – Building report

- 11.1 The purchaser may end this contract within () days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner 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.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special 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.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.



Special condition 12 – Pest report

- 12.1 The purchaser may end this contract within () 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;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special 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.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.



Special condition 13 – Condition of Property

- 13.1 The Purchaser/s accept/s the improvements on the land in their condition as at the day hereof and acknowledge/s that the Vendors do not warrant that any building, structure, fixture or other improvement is free from defect or is fit for any particular use.
- 13.2 The Vendors make no representations that the improvements on the land or any alterations extensions or additions to the property comply with the Victorian Building Regulations, the requirements, statutory or otherwise, of the Local Municipal Council or any other Statutory Authority. The Purchaser agrees not to make any requisitions or claim any compensation for any alleged non-compliance or call upon the Vendors to comply with any building requirements or to bear all or any part of the costs of compliance. Any alleged non-compliance or defect shall not constitute a defect in title nor shall it invalidate this contract.
- 13.3 The Vendors make no representations that swimming pool or spa on the property complies with the Swimming Pool Requirements under the Building Regulations 2018, the requirements, statutory or other, of the Local Municipal Council or any other Statutory Authority. The Purchaser/s must make all necessary enquiries with the Local Municipal Authority and any other Statutory Authority with respect to any swimming pool or spa on the property and comply with any requirements and bear all costs of compliance. The Purchaser/s agrees not to make any requisition or claim any compensation for any alleged non-compliance or call upon the Vendors to comply with any building requirements or to contribute to the cost of any compliance. Any alleged non-compliance by the Vendors shall not constitute a defect in title nor shall it invalidate this contract.
- 13.4 The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy, a Certificate of Final Inspection or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

☒ **Special condition 14 – Stamp Duty**

- 14.1 If there is more than one purchaser, it is the purchaser's sole responsibility to ensure that this contract correctly records as at the day of sale, the proportions in which they are buying the property ("the proportions")

Name _____ %

Name _____ %

Total 100 %

☒ **Special condition 15 –Purchasers Acknowledgements**

- 15.1 The purchaser hereby acknowledges that prior to the execution of the Contract or any other contract, agreement or document whatsoever in relation to the purchase of the land the purchaser received from the vendor or the vendor's agent a copy of the Vendors Statement 32 Statement signed by the Vendor, the Particulars of Sale and the Special Conditions referred to in the Contract.

NOTICE The vendor gives notice to the purchaser that in the event that the purchaser defaults in the payment of any money due under this contract or in the observance or performance of any terms and conditions thereof the vendor will or may suffer the following reasonably foreseeable losses and expenses which the purchaser shall be required to pay to the vendor in addition to the interest payable in accordance with the terms of this contract.

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
 - (b) Interest payable by the vendor under any existing mortgage over the property sold calculated from the due date;
 - (c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
 - (d) Costs and expenses as between vendor's conveyancer and/or solicitor and the vendor;
 - (e) Penalties interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
 - (f) All commissions, fees and advertising expenses payable to the sellers Real Estate Agent.
 - (g) A Settlement rebooking fee will be payable by the Purchaser in the sum of \$220.00
 - (h) Any Land Tax, surcharge, penalty or other tax imposed or any other tax surcharge or penalty which is imposed when the due date in the contract is before the 31st December and where the settlement is delayed as a result of the default of the Purchaser until after the 31st December in the current year and the purchaser hereby grants an equitable charge over his current and future interest in the land sold in favour of the vendor to secure the payment of any such Land Tax surcharge, penalties or other tax and all costs associated therewith.
-

General Conditions

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

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

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

3.2 The purchaser may not:

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

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

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

10.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

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

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

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

14. LOAN

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

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) ~~the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*);~~
and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

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

17. SERVICE

17.1 Any document sent by—

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

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

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

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable

costs payable under the contract; and

- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

GUARANTEE and INDEMNITY

I/We, of
and of
being the **Sole Director / Directors**
of
of (called the "Guarantors")

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

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

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

this day of 2025

SIGNED by the said)
.....)
Print Name:)
.....
Director (Sign)

in the presence of:)
.....)
Witness:)
.....



VENDORS STATEMENT

Vendor: S Nixon

Property: 4 Seacombe Grove, Somerville VIC 3912



Phone: 03 59775156

PO Box 324 Somerville 3912

Email spc05@bigpond.net.au

Suite 2/76 Station Street Somerville



VENDORS STATEMENT

Vendor: Salvina Nixon

Property: 4 Seacombe Grove, Somerville VIC 3912

Land being sold - That part of the land which is presently fenced and/or occupied by the Seller and contained within the land described in Certificate of Title
VOLUME 12142 FOLIO 392

1. FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Copy Rates Notice, South East Water and Land Tax Certificates attached
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge which are not included in the above amount.
- (c) Particulars of any charge (where registered or not) over the land imposed by or under an Act to secure an amount due under the Act, including the amount owing under the charge are as follows -
NOT APPLICABLE

INSURANCE

Damage or Destruction - the property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits

Owner Builder – Where there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence. **NOT APPLICABLE**

2. LAND USE RESTRICTIONS Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

- 2.1 **Easements** affecting the property – **None affecting**
- 2.2 **Covenants** affecting the property – **None affecting**
- 2.3 **Leases** affecting the property - **Set out in the Lease attached**
- 2.4 **Other restrictions affecting the property**–**Set out in the documents attached hereto (if any)**

Particulars of any existing failure to comply with their terms of any Easement, Covenant, Lease or other similar restriction are:-

None to the knowledge of the Vendor

However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

3. PLANNING & ROAD ACCESS

- 3.1 Council: Mornington Peninsula Shire Council
 - 3.2 Responsible authority: Mornington Peninsula Planning Scheme
 - 3.3 Zoning: See Planning Certificate attached
- Overlays:

Overlays – Landslip- Vegetation – Mining – or other General information – **As attached (if any)**

The land may have been declared by a relevant authority to be in an area which is liable to **flooding, bush fire or pest infestation**.

There is access to the property road.

4. BUSHFIRE – PRONE AREA

- 4.1 The property is in a **bushfire prone area** within the meaning of the Regulations made under the Building Act 1993 unless the attached **Bushfire Prone Area Report** states otherwise.
- 4.2 If the property is in a designated bushfire prone area the designation will be shown on the attached **Bushfire Prone Area Report** and special **bushfire construction requirements, Planning provisions** and **Country Fire Authority requirements** may apply. However you should conduct your own due diligence by searching the Victorian Government's **Land Channel Website**.

5. NOTICES – Particulars of any notice, order, declaration, report, 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.

- a) Affecting the **Owners Corporation** and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property.
- b) Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order is still in force).
- c) Agricultural Chemicals – particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992.
- d) Particulars of any mining license granted under the Mineral Resources Development Act 1990
- e) **Compulsory Acquisition** – particulars of any notice of intention to acquire served pursuant to Section 6 of the *Land Acquisition and Compensation Act 1986*.
- f) Notice issued by the Environment Protection Authority.
- g) Any notice or order pursuant to the Domestic Building Contracts Act 1995.

None to the Vendors knowledge.

The Purchaser acknowledges that he will be responsible to comply with all requirements relating to Pool and Spa safety.

The land is in a Municipal District specified by the Minister administering the Mineral Resources Sustainable Development Act 1990.

Particulars of any Mining Licenses affecting the land are as follows: - **Not applicable**

6. BUILDING APPROVALS

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)

SEE ATTACHED

7. SERVICES Information concerning supply of following:

THE SERVICES MARKED WITH A TICK IN THE ACCOMPANYING BOX ARE NOT CONNECTED

Electricity	<input type="checkbox"/>	Gas	<input type="checkbox"/>	Water	<input type="checkbox"/>	Sewerage	<input type="checkbox"/>	Telephone	<input checked="" type="checkbox"/>
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The Water supply and Sewerage services connected to the land are of the standard level available in the locality unless specified otherwise.

Connected indicates that the service is provided by an authority and operating on the day of sale. The purchaser should be aware that the vendor may terminate their account with the service provider before the settlement and the purchaser will have to pay to have the service reconnected.

8. OWNERS CORPORATION – Not applicable

If the land is in a subdivision that has common property and there is thereby an Owners Corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant)

8.1 A current Owners Corporation Certificate issued in respect of the land being sold:

8.2 The Owners Corporation Rules;

8.3 The Minutes of the most recent annual general meeting of the owners corporation and all resolutions made at that meeting;

8.4 The most recent accounts and balance sheet of the owners corporation and

8.5 A Statement of advice and information for prospective purchasers and lot owners.

NOTE – Not all Owners Corporations carry out functions in relation to the common property so therefore some documents may not be in existence.

9. LAND TAX, WINDFALL GAINS TAX and COMMERCIAL AND INDUSTRIAL PROPERTY TAX

Attached is a current Property Clearance Certificate which sets out the details of the above Taxes.

10. TITLE

Copy Register Search Statement attached.

11. SUBDIVISION - Registered, copy attached

DATE OF THIS STATEMENT

2025

Signature of Vendor _____

DATE OF ACKNOWLEDGMENT

2025

Signature of Purchaser _____

ATTACHMENTS – as applicable

Title Register Search Statement

A copy of the Plans of the Land

Copies of all Covenants, Easements, Section 173 Agreements, Charges and all other encumbrances registered on Title (other than Mortgages and Caveats which will be discharged or withdrawn at settlement)

~~Evidence of Title – Any other document which gives evidence of the Vendor's Title to the Land (right to sell) – Copy head contract, Head Transfer of Land, ASP or APR~~

~~Subdivision A copy of the Plan of Subdivision which has been certified by the relevant Municipal Council or a copy of the latest version of the plan (if not certified)~~

Staged Subdivision (unregistered)

~~A copy of the plan of the first stage of the subdivision if the land is in a second or a subsequent stage~~

~~Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with~~

~~Details of any proposals relating to any subsequent stages that are known to the vendor~~

~~The statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision~~

Further Plan of Subdivision

~~If the later Plan of Subdivision has not been registered a copy of the Plan of Subdivision which has been certified by the relevant municipal council or a copy of the latest version of the plan (if applicable)~~

Tenancy

~~Copies of all Tenancy Agreements or Leases,~~

~~Planning Permit – if there is a current Planning Permit affecting the property~~

~~Bushfire Prone Area Report~~

~~All Notices – of which the vendor might reasonably be expected to have knowledge~~

Buildings

~~Planning Permits or Occupancy Permit~~

~~Owner Builder Building Report (not more than six months old), Owner Builder Insurance (if the value of building work \$16,000.00 or more)~~

Owners Corporation or Service Company

~~Owners Corporation Certificate (including the Rules,, Minutes of most recent General Meeting and any Resolutions passed and the most recent accounts and balance sheet) and Statement of Advice and Information for prospective purchasers and lot owners~~

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licenses 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 licenses, extractive industry authorisations and mineral licenses.

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.

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

Page 1 of 1

VOLUME 12142 FOLIO 392

Security no : 124124740919X
Produced 23/05/2025 06:28 PM

LAND DESCRIPTION

Lot 13 on Plan of Subdivision 814076C.
PARENT TITLE Volume 11846 Folio 632
Created by instrument PS814076C 15/08/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SALVINA NIXON of 105 STUART ROAD TYABB VIC 3913
AS490283T 30/08/2019

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AS209335B 29/05/2019

AGREEMENT Section 173 Planning and Environment Act 1987
AS209545P 29/05/2019

DIAGRAM LOCATION

SEE PS814076C 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: 4 SEACOMBE GROVE SOMERVILLE VIC 3912

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS814076C
Number of Pages (excluding this cover sheet)	5
Document Assembled	23/05/2025 18:28

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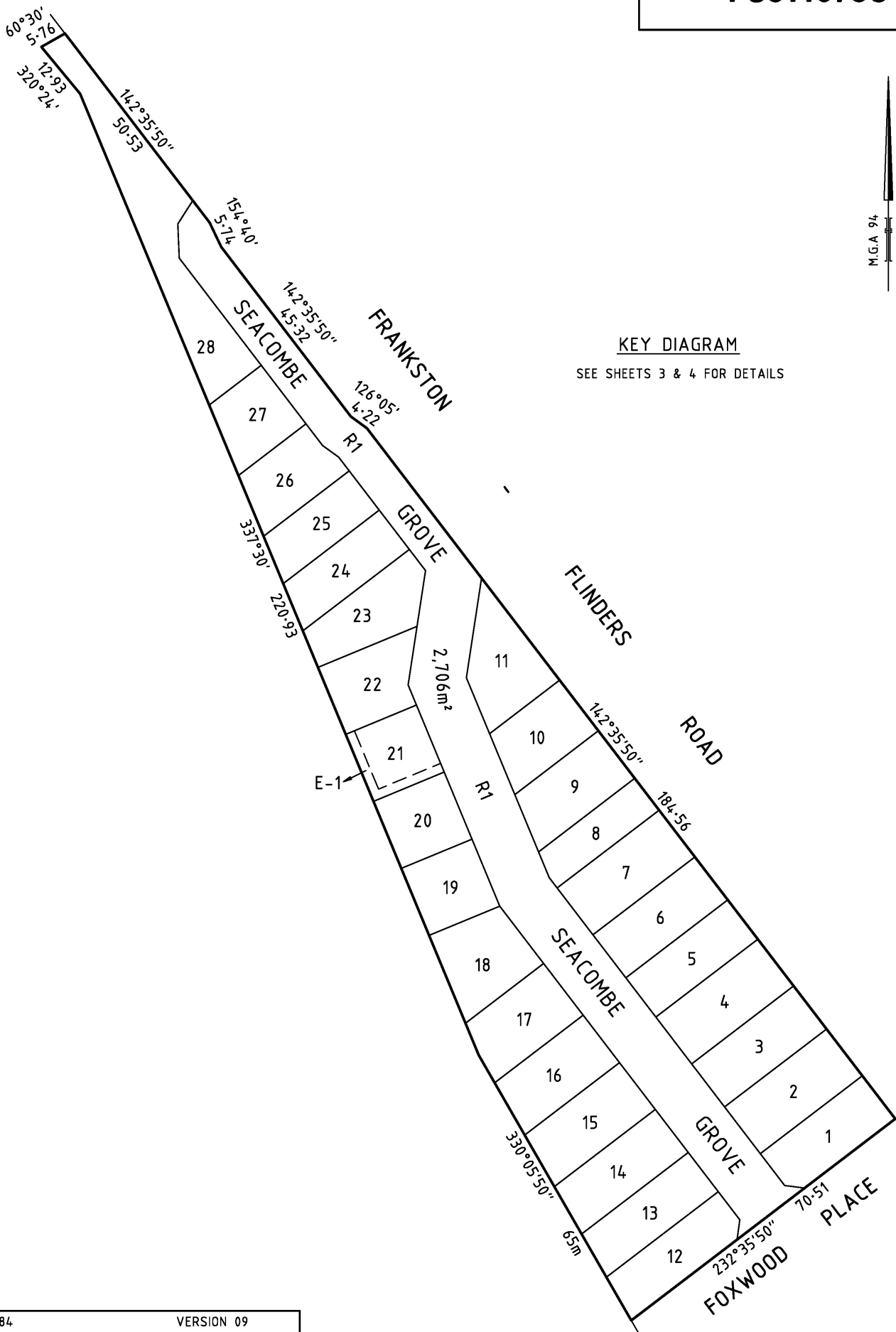
PLAN OF SUBDIVISION			EDITION 1		PS814076C	
LOCATION OF LAND PARISH TYABB TOWNSHIP - SECTION - CROWN ALLOTMENT - CROWN PORTION 19 (PART) TITLE REFERENCES VOL.11846 FOL.632 LAST PLAN REFERENCE LOT 2 ON PS733537R POSTAL ADDRESS 1124 FRANKSTON-FLINDERS ROAD (AT TIME OF SUBDIVISION) SOMERVILLE 3912 MGA CO-ORDINATES E 340 510 ZONE 55 (APPROX. CENTROID) N 5 767 460 GDA 94			Council Name: Mornington Peninsula Shire Council Council Reference Number: S18/5214 Planning Permit Reference: P17/1705 SPEAR Reference Number: S126076M Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification Digitally signed by: Brooke Richardson for Mornington Peninsula Shire Council on 20/06/2019 Statement of Compliance issued: 12/08/2019 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance			
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON				
ROAD R1		MORNINGTON PENINSULA SHIRE COUNCIL				
NOTATIONS						
DEPTH LIMITATION DOES NOT APPLY						
SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK PM253 AND IS IN A PROCLAIMED SURVEY AREA No.17 STAGING THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT NO. P17/1705						
EASEMENT INFORMATION						
LEGEND E- ENCUMBERING EASEMENT OR CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A- APPURTENANT EASEMENT R- ENCUMBERING EASEMENT (ROAD)						
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF		
E-1	DRAINAGE	2	THIS PLAN	MORNINGTON PENINSULA SHIRE COUNCIL		
BARKER MONAHAN A DIVISION OF TERRAIN CONSULTING GROUP PTY LTD SURVEYORS, DEVELOPMENT AND LOCAL GOVERNMENT CONSULTANTS 581 GILBERT ROAD, PRESTON 3072 P.O. BOX 2546 REGENT WEST 3072 TELEPHONE 9478 6133 FAX 9470 5189 EMAIL: survey@barkermonahan.com.au		REF. 13784 COMPUTER FILE: 3784sh1.DWG Digitally signed by: David John Monahan, Licensed Surveyor, Surveyor's Plan Version (09), 09/05/2019, SPEAR Ref: S126076M		VERSION 09 DATE: 20/03/2019	ORIGINAL SHEET SIZE A3	SHEET 1 OF 5 SHEETS PLAN REGISTERED TIME: 4:16pm DATE: 15/8/2019 Roger Mellor Assistant Registrar of Titles

PS814076C



KEY DIAGRAM

SEE SHEETS 3 & 4 FOR DETAILS



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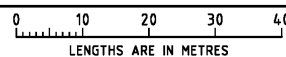
VERSION 09

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SCALE
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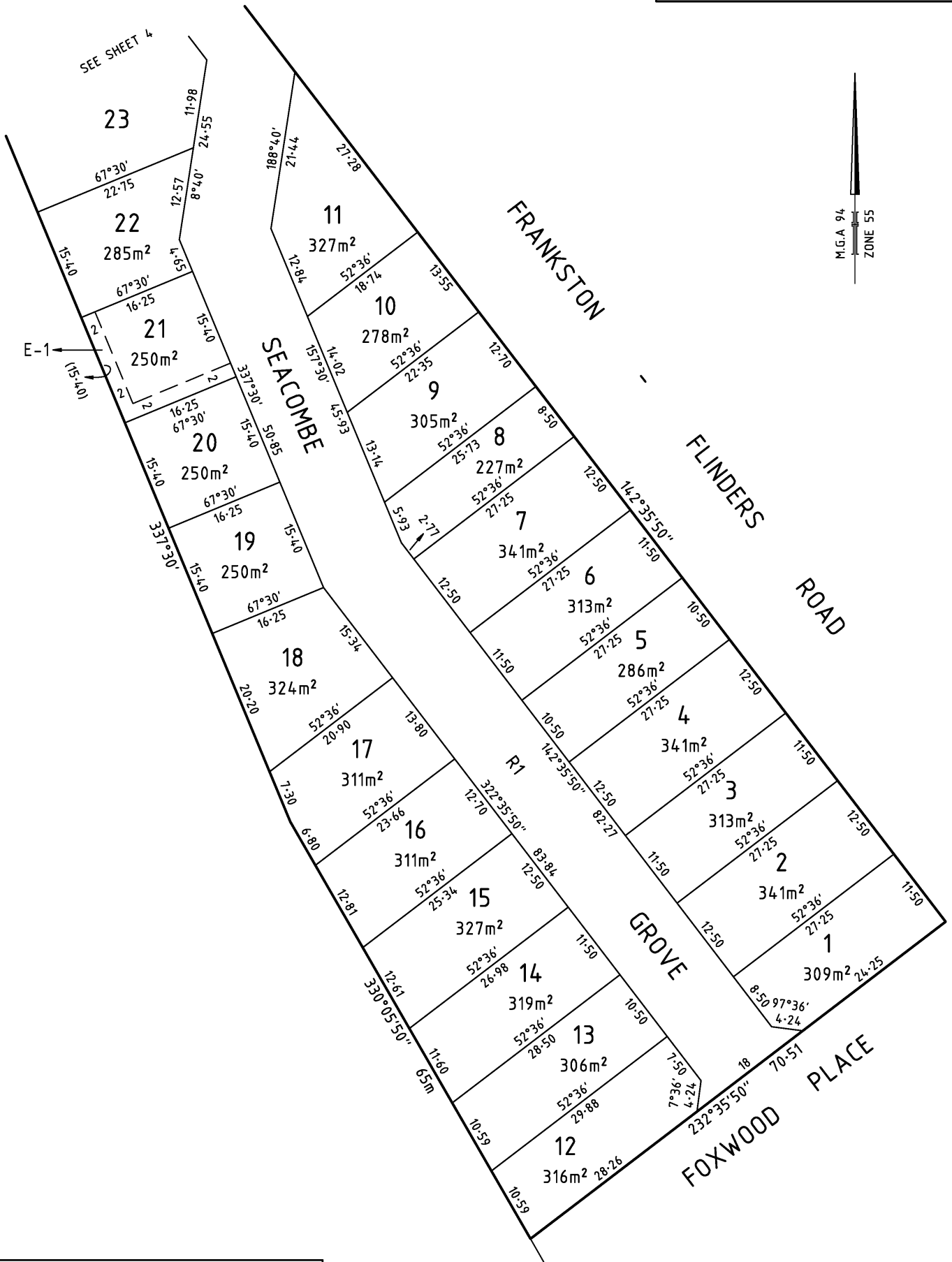
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SHEET 2

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LENGTHS ARE IN METRES

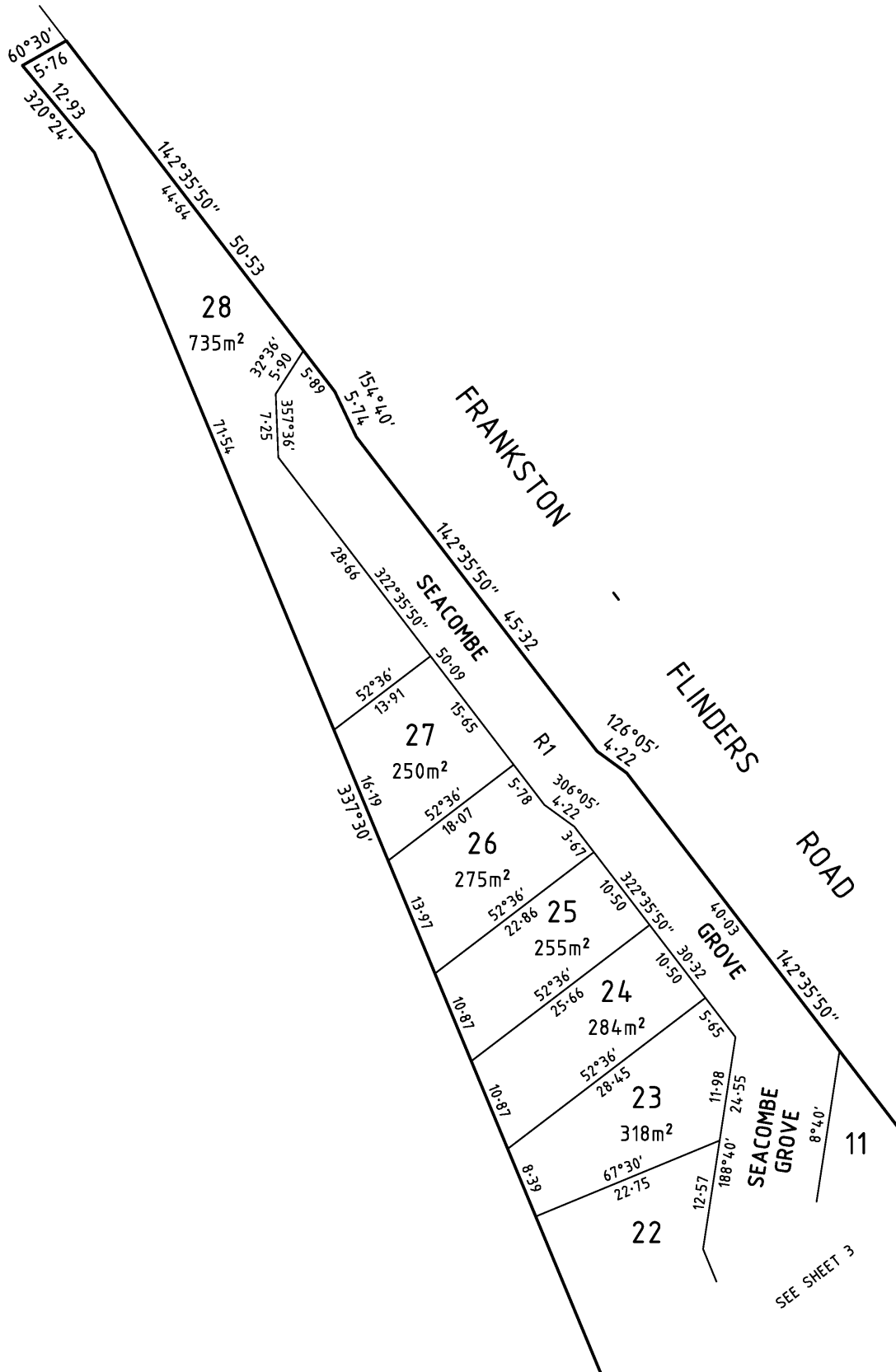
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SHEET 3

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SCALE
1:500
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LENGTHS ARE IN METRES

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SHEET 4

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Mornington Peninsula Shire Council,
20/06/2019,
SPEAR Ref: S126076M

SCHEDULE

PS814076C

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED:

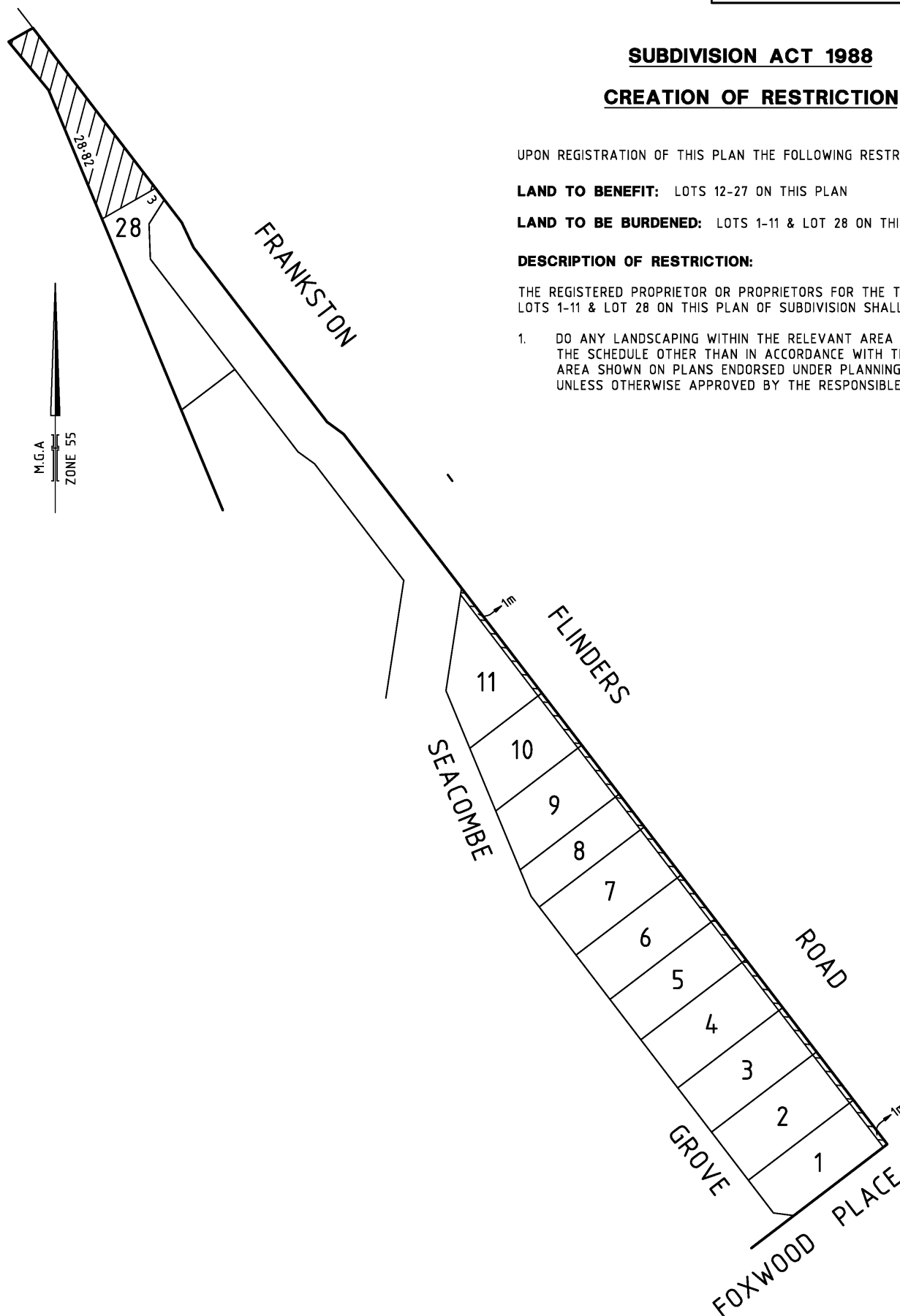
LAND TO BENEFIT: LOTS 12-27 ON THIS PLAN

LAND TO BE BURDENED: LOTS 1-11 & LOT 28 ON THIS PLAN

DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOTS 1-11 & LOT 28 ON THIS PLAN OF SUBDIVISION SHALL NOT:

- DO ANY LANDSCAPING WITHIN THE RELEVANT AREA SHOWN HATCHED ON THE SCHEDULE OTHER THAN IN ACCORDANCE WITH THE TREE PLANTING AREA SHOWN ON PLANS ENDORSED UNDER PLANNING PERMIT P17/1705 UNLESS OTHERWISE APPROVED BY THE RESPONSIBLE AUTHORITY



REF. 13784

VERSION 09

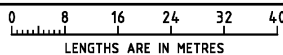
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DATE: 20/03/2019

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581 GILBERT ROAD, PRESTON 3072
P.O. BOX 2546 REGENT WEST 3072
TELEPHONE 9478 6133 FAX 9470 5189
EMAIL: survey@barkermonahan.com.au

SCALE
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ORIGINAL SHEET
SIZE A3

SHEET 5

Digitally signed by:
Mornington Peninsula Shire Council,
20/06/2019,
SPEAR Ref: S126076M

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1141653

APPLICANT'S NAME & ADDRESS

SP CONVEYANCING VICTORIA PTY LTD C/- LANDATA
DOCKLANDS

VENDOR

NIXON, SALVINA

PURCHASER

VENDOR, APPLICATION

REFERENCE

Nixon 25176

This certificate is issued for:

LOT 13 PLAN PS814076 ALSO KNOWN AS 4 SEACOMBE GROVE SOMERVILLE
MORNINGTON PENINSULA SHIRE

The land is covered by the:

MORNINGTON PENINSULA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A Proposed Amending Planning Scheme C219morn has been placed on public exhibition which shows this property :

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE- SCHEDULE 2 - C219morn

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/morningtonpeninsula>

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

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

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

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

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

LANDATA®

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

23 May 2025

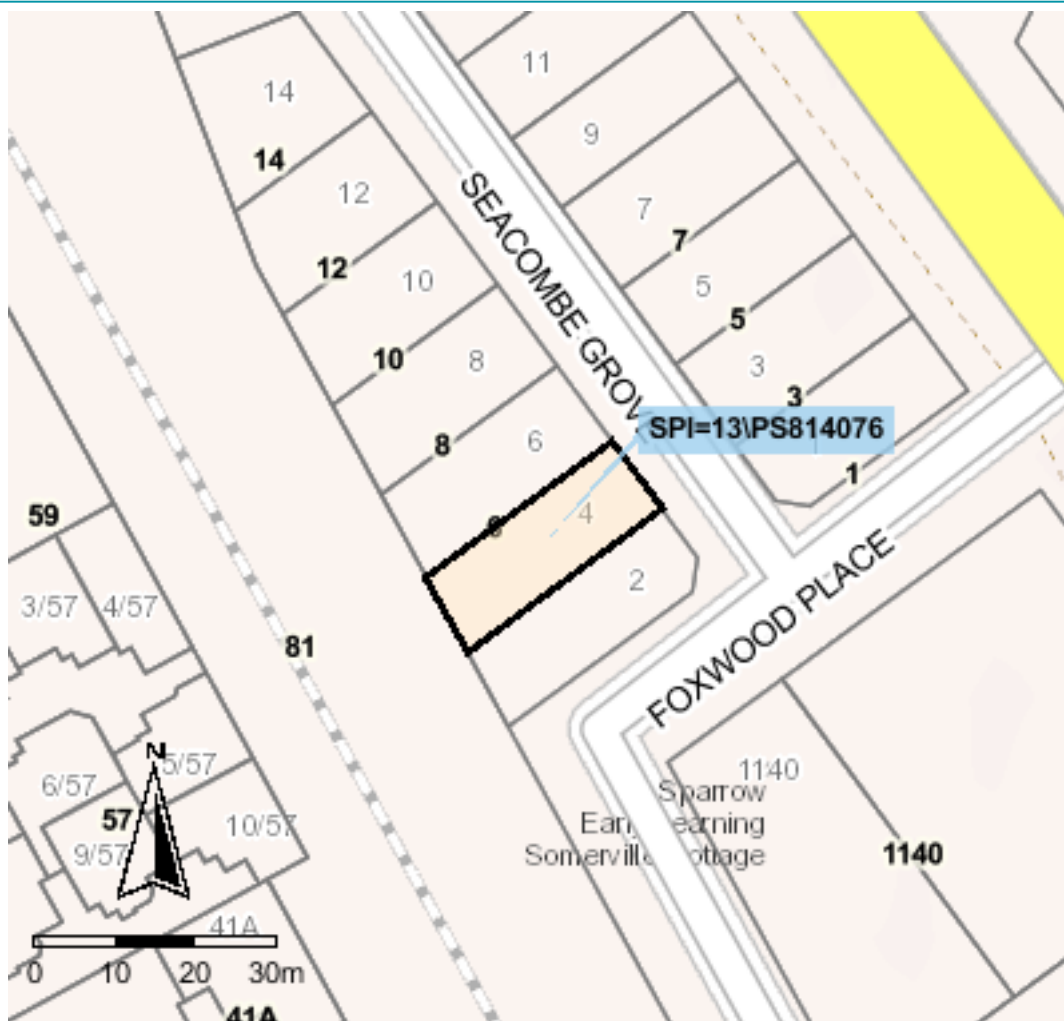
Sonya Kilkeny
Minister for Planning

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

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

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

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



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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.
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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.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 23/05/2025 06:28:20 PM

Status	Registered	Dealing Number	AS209335B
Date and Time Lodged	29/05/2019 02:21:20 PM		

Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	119855-01170

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or Interest

FEE SIMPLE

Land Title Reference

11846/632

Instrument and/or legislation

AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MORNINGTON PENINSULA SHIRE COUNCIL
Address	
Street Number	2
Street Name	QUEEN
Street Type	STREET
Locality	MORNINGTON
State	VIC
Postcode	3931

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	MORNINGTON PENINSULA SHIRE COUNCIL
Signer Name	KATE LOUISE BARTLETT
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	29 MAY 2019

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

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Document Identification	AS209335B
Number of Pages (excluding this cover sheet)	13
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Legal

Tucker Partners Legal Pty Ltd
Level 34, 360 Collins Street
Melbourne VIC 3000
T / 03 9691 5959
F / 03 9691 5990
ACN: 619 148 265
ABN: 62 384 797 893

MORNINGTON PENINSULA SHIRE COUNCIL (ABN 53 159 890 143)

AND

HAMLET INVESTMENTS PTY LTD (ACN 612 602 829)

**AGREEMENT UNDER SECTION 173 OF THE PLANNING
AND ENVIRONMENT ACT 1987**

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	ANNEXURE A – LANDSCAPE PLAN	

THIS AGREEMENT is made the

22 day of MAY

2019

BETWEEN MORNINGTON PENINSULA SHIRE COUNCIL (ABN 53 159 890 143)
of 2 Queen Street Mornington Victoria 3931

(Responsible Authority)

AND HAMLET INVESTMENTS PTY LTD (ACN 612 602 829)
of 144 Church Street Brighton Victoria 3186

(Owner)

RECITALS

- A. The Owner is the registered proprietor of the Subject Land.
- B. The Responsible Authority is responsible for the administration and enforcement of the Mornington Peninsula Planning Scheme pursuant to the provisions of the Act.
- C. Planning Permit P17/1705 was issued at the direction of the Victorian Civil and Administrative Tribunal Order dated 20 March 2018. The Responsible Authority issued the Planning Permit to the Owner on 23 March 2018.
- D. Condition 22 of the Planning Permit requires the Owner to enter into this Agreement with the Responsible Authority in accordance with the conditions set out in this Agreement and provides as follows:

"22 Prior to the issue of a Statement of Compliance for the plan of subdivision or the initial occupation of the development, the owner of the land to which this permit relates must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987. The agreement must to the satisfaction of the Responsible Authority provide for:

- (a) *No direct vehicle access from any lot to Frankston Flinders Road.*
- (b) *Discharge from each lot once developed, not exceeding the expected discharge from the pre-developed condition based on a 1 in 2 year storm event for rainfall events up to and including a 1 in 10 year storm event without the further written consent of the Mornington Peninsula Shire.*
- (c) *The ongoing maintenance of all tree easement areas by the owners of the lots containing those areas.*

The agreement must be registered on title and the costs of the preparation and registration of such agreement must be met by the owner of the land to which this permit relates."

- E. The Land is encumbered by mortgage number AR698014X in which HS Credit (Melbourne) Pty Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- F. The Responsible Authority and the Owner enter into this agreement to ensure that the Subject Land is maintained in compliance with the Planning Permit.

OPERATIVE PART

The parties agree that:

1. DEFINITIONS

1.1 In this Agreement unless the context admits otherwise:

- (a) **Act** means the *Planning and Environment Act 1987* (Vic);
- (b) **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement;

- (c) **Landscape Plan** means the landscape plan attached as Annexure A or a landscape plan approved by Council from time to time pursuant to the Planning Permit.
- (d) **Lot** means a lot or lots created pursuant to the Subdivision.
- (e) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Subject Land or any part of it.
- (f) **Owner** means the registered proprietor and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the Subject Land or any part thereof, and includes a mortgagee in possession;
- (g) **Planning Permit** means the planning permit issued by the Responsible Authority with the number P17/1705 (as may be amended from time to time).
- (h) **Planning Scheme** means the Mornington Peninsula Planning Scheme, and any successor instrument or any other planning scheme which applies to the Subject Land;
- (i) **Responsible Authority** means Mornington Peninsula Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, representative, officers, employees, servants, workers, contractors and sub-contractors;
- (j) **Subdivision** means the subdivision of the Subject Land permitted by the Planning Permit.
- (k) **Subject Land** means the land situated at 1124 Frankston Flinders Road, Somerville 3912 being all that piece of land in Certificate of Title Volume 11846 Folio 632.
- (l) **Tree Planting Area** means the area shown on the Landscape Plan in Annexure A and which is contained in Lots 1 to 11 and Lot 28.

2. INTERPRETATION

2.1 In this Agreement unless the context admits otherwise

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Reference to an amount of money or the "\$" is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (e) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (f) References to a party are intended to bind their executors, administrators and permitted transferees; and
- (g) Obligations under this Agreement affecting more than one party bind them jointly and each of them severally.
- (h) The background forms part of this Agreement.

3. OWNER'S SPECIFIC OBLIGATIONS

3.1 The Owner agrees that:

- (a) Direct vehicle access is not permitted from any Lot to Frankston-Flinders Road;
- (b) Discharge from each Lot, once developed, is not permitted to exceed the expected discharge from the pre-developed condition of that Lot based on a 1 in 2 year storm event for rainfall events up to and including a 1 in 10 year storm event, without the written consent of the Responsible Authority.
- (c) The owner of any Lot which contains part of the Tree Planting Area, as shown on the Landscape Plan, shall be responsible for the maintenance of the Tree Planting Area in their respective Lot.

4. OWNER'S FURTHER OBLIGATIONS

4.1 The Owner agrees that:

- (a) The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Subject Land or any part of it without first disclosing this Agreement to the prospective purchasers, lessees, chargees, mortgagees, transferees and assignees;
- (b) The Owner will do all that is necessary to enable the Responsible Authority to make an application to the Registrar of Titles to register this Agreement on the certificate of title to the Subject Land in accordance with section 181 of the Act, including the signing of any further agreement, acknowledgment or other document;
- (c) The Owner shall pay the costs and fees incurred and incidental to the preparation, drafting, negotiating and execution of this Agreement and the registration hereof pursuant to section 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by the Responsible Authority.
- (d) Until this Agreement is registered on the certificate of title to the Subject Land, the Owner must:
 - (i) Give effect to this Agreement; and
 - (ii) Enter into a deed with any successor agreeing that the successor is bound by the terms of this Agreement.

4.2 Standard of works

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement at its cost and to the satisfaction of the Council.

4.3 Council access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Subject Land (at any reasonable time and in accordance with Law) to assess compliance with this Agreement.

4.4 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agent, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement, but only to the extent that those costs, expenses, losses or damages arise from a wilful or negligent act of the Owner or non-compliance with this Agreement by the Owner.

4.5 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.5.1 to allow the Council its officers, employees, contractors or agents to enter the Subject Land and rectify the non compliance;
- 4.5.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("Costs") incurred as a result of the Owner's non compliance;
- 4.5.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the Penalty Interest Rates Act 1983 on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;

and the Owner agrees:

- 4.5.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.5.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Subject Land until they are paid in full; and

5. OWNER'S WARRANTIES AND ACKNOWLEDGEMENTS

5.1 The Owner warrants that:

- (a) It is the registered proprietor, or entitled to be so, of the Subject Land;
- (b) There are no interested parties which have any interest in the Subject Land, at law or in equity, which may be affected by this Agreement

5.2 The Owner acknowledges that any obligations imposed on the Owner under this Agreement take effect as separate and several covenants which are annexed to the Subject Land and run at law and in equity with the land and every part thereof and bind the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the Subject Land.

6. SECTION 173 AGREEMENT

6.1 The parties agree that this Agreement is made as a deed in accordance with Section 173 of the Act.

7. FURTHER ASSURANCE

7.1 The parties agree to use its best endeavours to do or cause to be done, all things that are reasonably necessary to give effect to this Agreement.

8. GENERAL MATTERS

8.1 No Waiver

Any time or other indulgence granted by the Responsible Authority to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Responsible Authority against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority in relation to the terms of this Agreement.

8.2 No fettering of powers of Responsible Authority

The Owner acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Responsible Authority of the powers, duties and discretions that the Responsible Authority has or may have, as planning authority, Responsible Authority or otherwise, under the Act or under the Planning Scheme to consider, approve, amend or to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification relating to any use or development, or in relation to the commencement or initiation of any enforcement action or proceeding whatsoever.

8.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative and be of full force and effect.

8.4 Jurisdiction

This Agreement is governed by the laws of Victoria, and the parties, submit to the non-exclusive jurisdiction of the courts of that state.

8.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at the offices of the Responsible Authority during normal business hours upon giving the Responsible Authority reasonable notice.

8.6 Notices

All notices must be in writing and serve on the other party by one of the following methods:

- (a) Delivering the notice by person; or
- (b) Leaving the notice at the party's registered address;
- (c) Posting the notice by ordinary post or express post to the party's registered address; or
- (d) Sending the notice by email to the party's current email address for service.

If a notice was sent by method (c), the receiving party will be deemed to have served the notice two business days after posting.

8.7 No amendments

This agreement can only be amended by written agreement of the parties from time to time.

9. ENTIRE AGREEMENT

- 9.1 This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

10. COMMENCEMENT OF AGREEMENT

- 10.1 Unless otherwise provided in this Agreement, this Agreement commences on the date of this Agreement.

11. ENDING OF AGREEMENT

- 11.1 This Agreement ends in accordance with the Act.
- 11.2 The Owner may, at its request and costs, request the Responsible Authority to notify the Registrar of Titles, as soon as practicable, to cancel the record of this Agreement under section 183(1) of the Act.

12. MORTGAGEE'S CONSENT

- 12.1 HS Credit (Melbourne) Pty Ltd as Mortgagee under Mortgage no. AR698014X which encumbers the Subject Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Subject Land.

EXECUTION PAGE

SIGNED AS AN AGREEMENT

SIGNED SEALED AND DELIVERED by:

BROOKE RICHARDSON

on behalf of the **Mornington Peninsula Shire Council**, pursuant to an Instrument of Delegation authorised by Resolution of the Mornington Peninsula Shire Council in the presence of:

Signature of witness

LOUISE BERGAMIN

Print name of witness

EXECUTED BY HAMLET INVESTMENTS PTY LTD (ACN 612 602 829) in accordance with section 127 *Corporations Act 2001* (Cth)

Director

Name:

ADAM BRICK.

Director

Name:

ANDREW JOHNSTON.

MORTGAGEE'S CONSENT

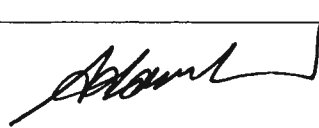
HS Credit (Melbourne) Pty Ltd as Mortgagee under Mortgage no. AR698014X which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Land.

EXECUTION

SIGNED SEALED AND DELIVERED by:

Adam Liron

)
)
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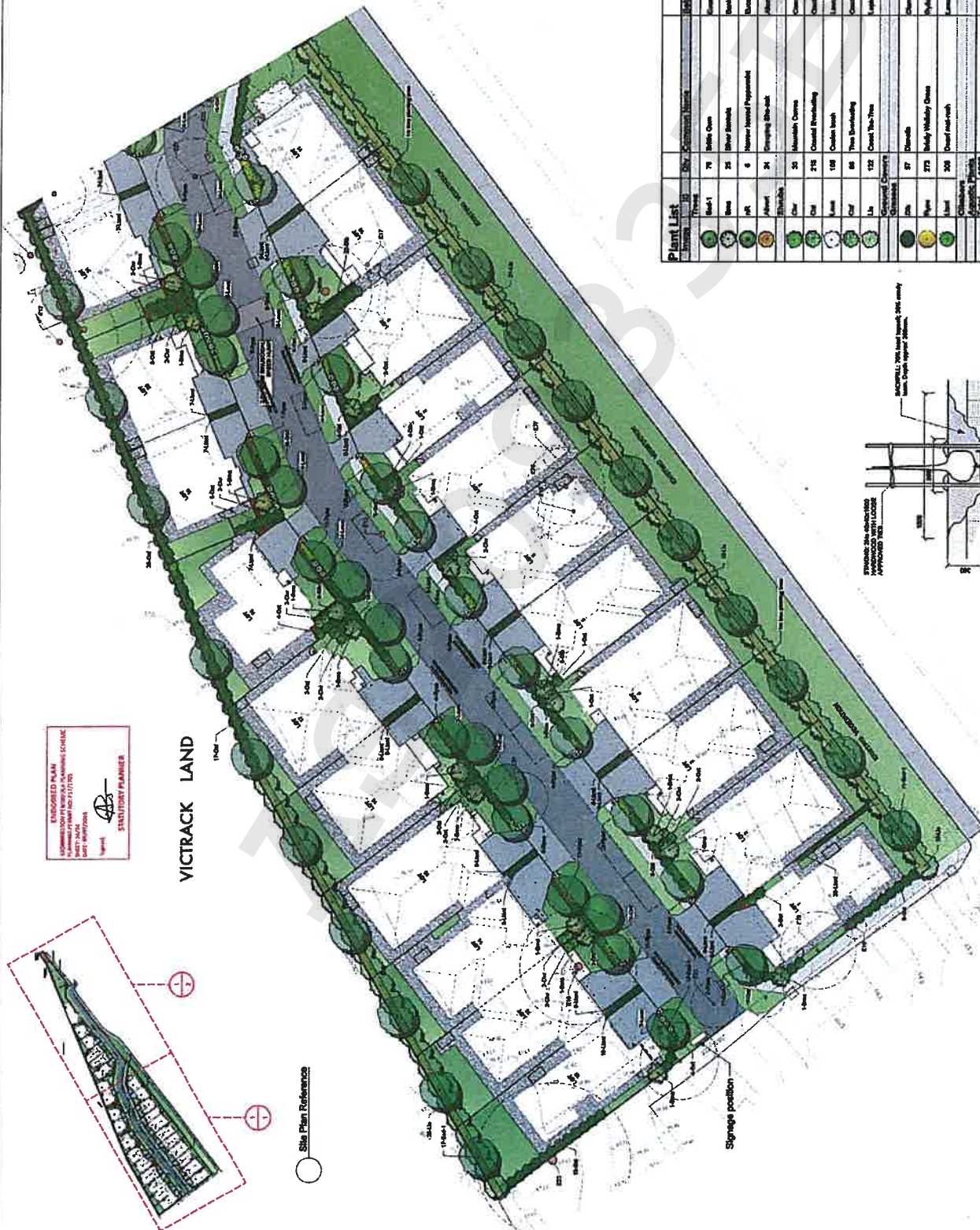
on behalf of **HS Credit (Melbourne) Pty Ltd ACN 622 630 826** as its attorney pursuant to power of attorney dated 8 June 2018 in the presence of:


Signature of witness

Billy Bun Typ LP
Print name of witness

ANNEXURE A – Landscape Plan

AS209335B



ENGINEERED PLAN
CONSISTENT WITH MEMIA'S PLANNING SCHEME
DATE: 20/05/2025
MEMIA
STATUTORY PLANNER

LEGEND

- Building line retained, refer to ARCHITECTURAL ASSESSMENT & REPORT
- Building line removed, refer to ARCHITECTURAL ASSESSMENT & REPORT
- Lawn
- Garden bed
- Gravel pathway
- Concrete pedestrian pathway
- Concrete driveway paving
- Building Extension
- Concrete extension, refer to architectural drawings

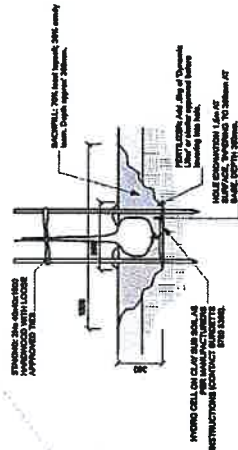
Note: Fence details as per Fencing plans by MPT's Architects

15-20mm WOOD CHIP MULCH
200mm PEEL & STICK AT
MINIMUM 100mm TO
APPROVED TYPICAL TO DEMO.

APPROVED TYPICAL TO DEMO.

3 Garden Bed
Scale: 1:10

Plant List	Qty	Common Name	Native Name	Plant Size	Plant Spacing	Plant Spacing	Plant Spacing
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2 Semi Advanced Tree
Scale: 1:20

4 Planting Plan
Scale: 1:250

For Planning Only, not for construction - 27/6/18

memia

1124 Fintona - Fintona Rd
memia
TP Landscapes Concept Plan
2014
1/2



Department of Environment, Land, Water & Planning

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Date and Time Lodged	29/05/2019 02:30:09 PM		

Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	119855-01170

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Jurisdiction	VICTORIA
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FEE SIMPLE

Land Title Reference

11846/632

Instrument and/or legislation

AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MORNINGTON PENINSULA SHIRE COUNCIL
Address	
Street Number	2
Street Name	QUEEN
Street Type	STREET
Locality	MORNINGTON
State	VIC
Postcode	3931

Additional Details



Department of Environment, Land, Water & Planning

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Executed on behalf of	MORNINGTON PENINSULA SHIRE COUNCIL
Signer Name	KATE LOUISE BARTLETT
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	29 MAY 2019

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**Tucker
Partners**
Legal

Tucker Partners Legal Pty Ltd
Level 34, 360 Collins Street
Melbourne VIC 3000
T 03 9691 5959
F 03 9691 5990
ACN: 619 145 265
ABN: 62 324 797 893

MORNINGTON PENINSULA SHIRE COUNCIL (ABN 53 159 890 143)

AND

HAMLET INVESTMENTS PTY LTD (ACN 612 602 829)

**AGREEMENT UNDER SECTION 173 OF THE PLANNING
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	ANNEXURE A – DEVELOPMENT PLANS	

THIS AGREEMENT is made the

21 day of MAY

2019

BETWEEN MORNINGTON PENINSULA SHIRE COUNCIL (ABN 53 159 890 143)
of 2 Queen Street Mornington Victoria 3931

(Responsible Authority)

AND HAMLET INVESTMENTS PTY LTD (ACN 612 602 829)
of 144 Church Street Brighton Victoria 3186

(Owner)

RECITALS

- A. The Owner is the registered proprietor of the Subject Land.
- B. The Responsible Authority is responsible for the administration and enforcement of the Mornington Peninsula Planning Scheme pursuant to the provisions of the Act.
- C. Planning Permit P17/1705 was issued at the direction of the Victorian Civil and Administrative Tribunal Order dated 20 March 2018. The Responsible Authority issued the Planning Permit to the Owner on 23 March 2018.
- D. Condition 46 of the Planning Permit requires the Owner to enter into this Agreement with the Responsible Authority in accordance with the conditions set out in this Agreement and provides as follows:

"46 Prior to the issue of a Statement of Compliance, the subdivider must enter into an agreement with the Responsible Authority, pursuant to Section 173 of the Planning and Environment Act 1987. This agreement must be registered by the Responsible Authority pursuant to Section 181 of the Planning and Environment Act 1987 on the title of the subject land prior to approval of this subdivision.

This agreement must ensure that any building constructed on a lot resulting from this subdivision is in general accordance with the development plan endorsed as part of permit P17/1705. This agreement will come to an end once all dwellings have been constructed in accordance with the endorsed plans to the satisfaction of the Responsible Authority.

The costs in preparation and registration of such agreement are to be met by the subdivider and must be paid prior to the registration of the agreement.

The above condition will be deemed to be satisfied, and the Responsible Authority will waive the need for the subdivider to enter into an Agreement, if all of the approved buildings have been substantially completed in accordance with the development plans endorsed as part of planning permit P17/1705."

- E. The Subject Land is encumbered by mortgage number AR698014X in which HS Credit (Melbourne) Pty Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- F. The Responsible Authority and the Owner enter into this agreement to ensure that the Subject Land is developed in compliance with the Planning Permit.

OPERATIVE PART

The parties agree that:

1. DEFINITIONS

1.1 In this Agreement unless the context admits otherwise:

- (a) **Act** means the *Planning and Environment Act 1987* (Vic);

- (b) **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement;
- (c) **Building** has the same meaning as in the Act.
- (d) **Development Plan** means the endorsed development plan attached as Annexure A or a development plan endorsed with Council's stamp from time to time as a plan forming part of the Planning Permit.
- (e) **Lot** means a lot or lots created pursuant to the Subdivision and has the same meaning as in the *Subdivision Act 1988*.
- (f) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- (g) **Owner** means the registered proprietor and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the Subject Land or any part thereof, and includes a mortgagee in possession;
- (h) **Planning Permit** means the planning permit issued by the Responsible Authority with the number P17/1705 (as may be amended from time to time).
- (i) **Planning Scheme** means the Mornington Peninsula Planning Scheme, and any successor instrument or any other planning scheme which applies to the Subject Land;
- (j) **Responsible Authority** means Mornington Peninsula Shire Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, representative, officers, employees, servants, workers, contractors and sub-contractors;
- (k) **Subdivision** means the subdivision of the Subject Land permitted by the Planning Permit.
- (l) **Subject Land** means the land situated at 1124 Frankston-Flinders Road, Somerville 3912 being all that piece of land in Certificate of Title Volume 11846 Folio 632.

2. INTERPRETATION

2.1 In this Agreement unless the context admits otherwise

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Reference to an amount of money or the "\$" is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (e) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (f) References to a party are intended to bind their executors, administrators and permitted transferees; and

- (g) Obligations under this Agreement affecting more than one party bind them jointly and each of them severally.
- (h) The background forms part of this Agreement.

3. OWNER'S SPECIFIC OBLIGATIONS

- 3.1 The Owner agrees that any Building constructed on a Lot shall be in general accordance with the Development Plan.

4. OWNERS' FURTHER OBLIGATIONS

- 4.1 The Owner agrees that:
 - (a) The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Subject Land or any part of it without first disclosing this Agreement to the prospective purchasers, lessees, chargees, mortgagees, transferees and assignees;
 - (b) The Owner will do all that is necessary to enable the Responsible Authority to make an application to the Registrar of Titles to register this Agreement on the certificate of title to the Subject Land in accordance with section 181 of the Act, including the signing of any further agreement, acknowledgment or other document;
 - (c) The Owner shall pay the costs and fees incurred and incidental to the preparation, drafting, negotiating and execution of this Agreement and the registration hereof pursuant to section 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by the Responsible Authority.
 - (d) Until this Agreement is registered on the certificate of title to the Subject Land, the Owner must:
 - (i) Give effect to this Agreement; and
 - (ii) Enter into a deed with any successor agreeing that the successor is bound by the terms of this Agreement.
- 4.2 **Standard of works**

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement at its cost and to the satisfaction of the Council.
- 4.3 **Council access**

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Subject Land (at any reasonable time and in accordance with Law) to assess compliance with this Agreement.
- 4.4 **Indemnity**

The Owner covenants to indemnify and keep the Council, its officers, employees, agent, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement, but only to the extent that those costs, expenses, losses or damages arise from a wilful or negligent act of the Owner or non-compliance with this Agreement by the Owner.
- 4.5 **Non-compliance**

If the Owner has not complied with this Agreement within 14 days after the date of service on

the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.5.1 to allow the Council its officers, employees, contractors or agents to enter the Subject Land and rectify the non compliance;
- 4.5.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("Costs") incurred as a result of the Owner's non compliance;
- 4.5.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the Penalty Interest Rates Act 1983 on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;

and the Owner agrees:

- 4.5.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.5.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Subject Land until they are paid in full; and

5. OWNER'S WARRANTIES AND ACKNOWLEDGEMENTS

- 5.1 The Owner warrants that:
 - (a) It is the registered proprietor, or entitled to be so, of the Subject Land;
 - (b) There are no interested parties which have any interest in the Subject Land, at law or in equity, which may be affected by this Agreement
- 5.2 The Owner acknowledges that any obligations imposed on the Owner under this Agreement take effect as separate and several covenants which are annexed to the Subject Land and run at law and in equity with the land and every part thereof and bind the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the Subject Land.

6. SECTION 173 AGREEMENT

- 6.1 The parties agree that this Agreement is made as a deed in accordance with Section 173 of the Act.

7. FURTHER ASSURANCE

- 7.1 The parties agree to use its best endeavours to do or cause to be done, all things that are reasonably necessary to give effect to this Agreement.

8. GENERAL MATTERS

8.1 No Waiver

Any time or other indulgence granted by the Responsible Authority to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Responsible Authority against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority in relation to the terms of this Agreement.

8.2 No fettering of powers of Responsible Authority

The Owner acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or

otherwise fetter the exercise by the Responsible Authority of the powers, duties and discretions that the Responsible Authority has or may have, as planning authority, Responsible Authority or otherwise, under the Act or under the Planning Scheme to consider, approve, amend or to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification relating to any use or development, or in relation to the commencement or initiation of any enforcement action or proceeding whatsoever.

8.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative and be of full force and effect.

8.4 Jurisdiction

This Agreement is governed by the laws of Victoria, and the parties, submit to the non-exclusive jurisdiction of the courts of that state.

8.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at the offices of the Responsible Authority during normal business hours upon giving the Responsible Authority reasonable notice.

8.6 Notices

All notices must be in writing and serve on the other party by one of the following methods:

- (a) Delivering the notice by person; or
- (b) Leaving the notice at the party's registered address;
- (c) Posting the notice by ordinary post or express post to the party's registered address; or
- (d) Sending the notice by email to the party's current email address for service.

If a notice was sent by method (c), the receiving party will be deemed to have served the notice two business days after posting.

8.7 No amendments

This agreement can only be amended by written agreement of the parties from time to time.

9. ENTIRE AGREEMENT

- 9.1 This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

10. COMMENCEMENT OF AGREEMENT

- 10.1 Unless otherwise provided in this Agreement, this Agreement commences on the date of this Agreement.

11. ENDING OF AGREEMENT

- 11.1 This Agreement ends in relation to a Lot once the dwelling on that Lot has been constructed in accordance with the Development Plan to the satisfaction of the Responsible Authority.

- 11.2 The Owner may, at its request and costs, request the Responsible Authority to notify the Registrar of Titles, as soon as practicable after this Agreement ends in relation to a lot, to cancel the record of this Agreement in relation to that lot under section 183(1) of the Act.

12. MORTGAGEE'S CONSENT

- 12.1 HS Credit (Melbourne) Pty Ltd as Mortgagee under Mortgage no. AR698014X which encumbers the Subject Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Subject Land.

EXECUTION PAGE

SIGNED AS AN AGREEMENT

SIGNED SEALED AND DELIVERED by:

BROOKE RICHARDSON



on behalf of the **Mornington Peninsula Shire Council**, pursuant to an Instrument of Delegation authorised by Resolution of the Mornington Peninsula Shire Council in the presence of:



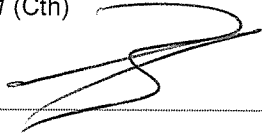
Signature of witness

LOUISE BERGAMIN

Print name of witness

EXECUTED BY HAMLET INVESTMENTS
PTY LTD (ACN 612 602 829) in
accordance with section 127 Corporations
Act 2001 (Cth)

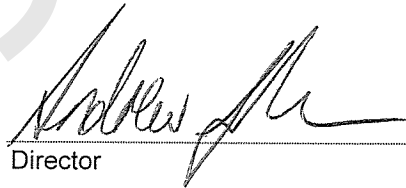
)
)
)



Director

Name:

ADAM BRICK



Director

Name:

Andrew Johnston

MORTGAGEE'S CONSENT

HS Credit (Melbourne) Pty Ltd as Mortgagee under Mortgage no. AR698014X which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Land.

EXECUTION

SIGNED SEALED AND DELIVERED by:)

Aden LTAW

on behalf of **HS Credit (Melbourne) Pty Ltd ACN 622 630 826** as its attorney pursuant to power of attorney dated 8 June 2018 in the presence of:

[Signature]

Signature of witness

Billy Ben Tip Lo

Print name of witness


ANNEXURE A – Development Plans

AS209545P

ENDORSED PLAN

MORNINGTON PENINSULA PLANNING SCHEME
PLANNING PERMIT NO: P17/1705
SHEET: 1/38
DATE: 09/07/2018










Signed:

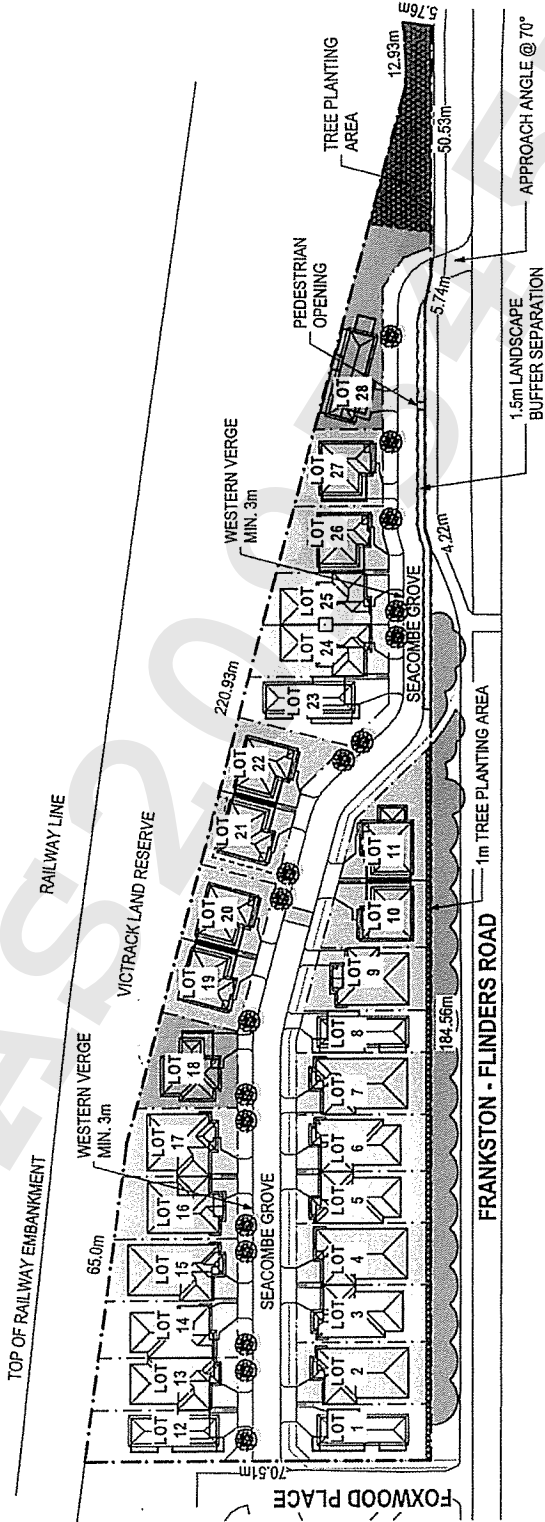


STATUTORY PLANNER

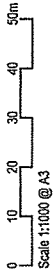
SITE SUMMARY

NET SITE AREA 1.089 ha
NET DENSITY 25.71 du/ha

DEVELOPMENT SUMMARY	
	SOFIA 2308 4
	AQUILA 2012 4
	ALPHA 1710 5
	ZETA 1712 2
	VELLA 2114 8
	LAMBDA 1614 1
	INDUS 2416 1
	DELTA 1408 2
	LOT 28 1
TOTAL 28	



SITE PLAN



1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE

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5 Jul 2018
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ENDORSED PLAN

MORNINGTON PENINSULA PLANNING SCHEME

PLANNING PERMIT NO: P17/1705

SHEET: 2/38

DATE: 09/07/2018

Signed:



STATUTORY PLANNER



KEY PLAN



SITE LAYOUT PLAN LOT 1-22



Scale 1:500 @ A3

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ENDORSED PLAN

MORNINGTON PENINSULA PLANNING SCHEME

PLANNING PERMIT NO: P17/1705

SHEET: 3/38

DATE: 09/07/2018

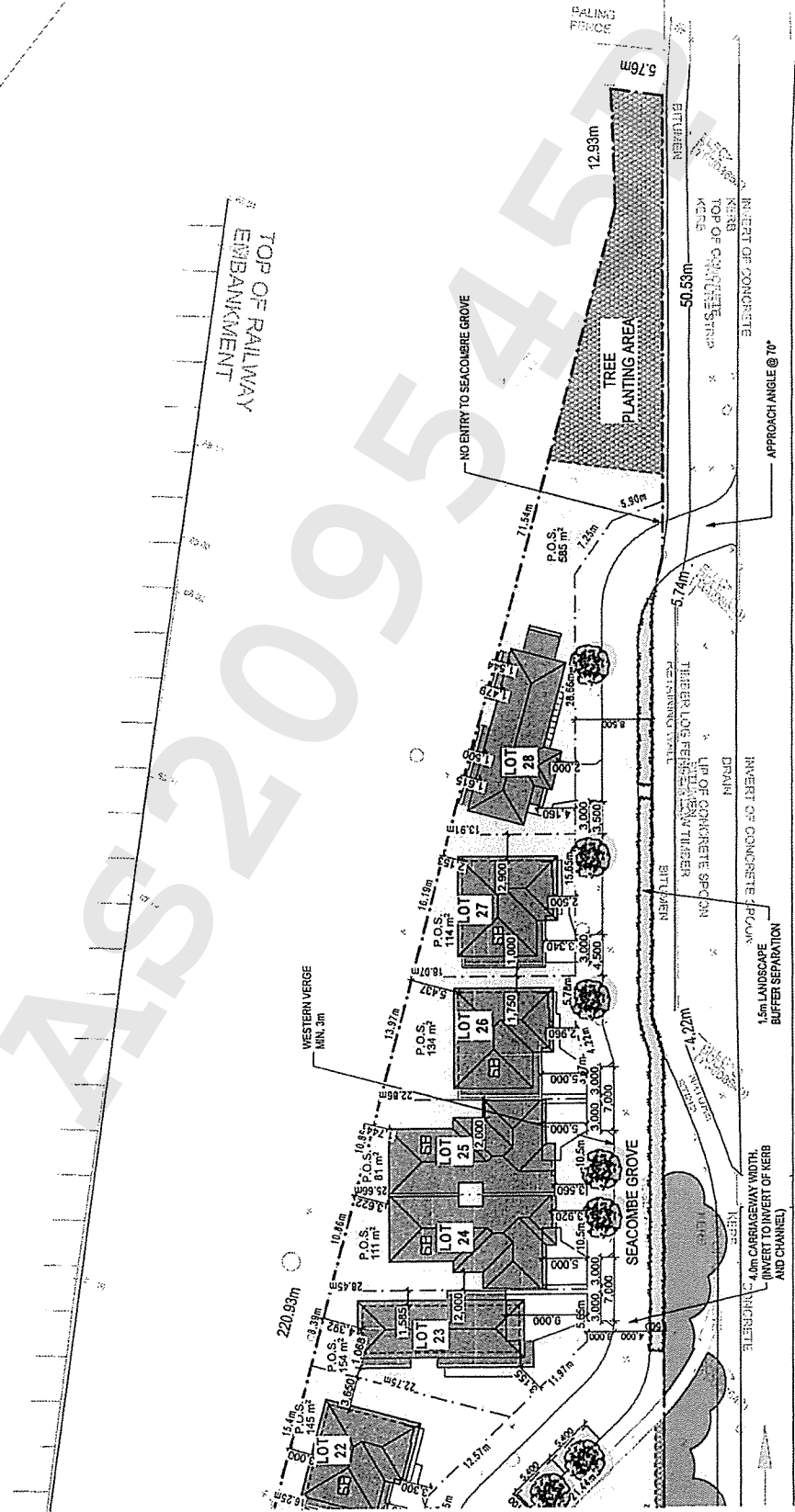
Signed: 

STATUTORY PLANNER



KEY PLAN

- LEGEND
- ON-STREET PARKING PROVIDED
 - EXISTING VEGETATION
 - INDICATIVE LANDSCAPING (SEE LANDSCAPE PLAN)



SITE LAYOUT PLAN LOT 23-28



Scale 1:500 @ A3

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ENDORSED PLAN


MORNINGTON PENINSULA PLANNING SCHEME

PLANNING PERMIT NO: P17/1705

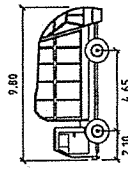
SHEET: 4/38

DATE: 09/07/2018

Signed:



STATUTORY PLANNER



BCC GARBAGE 9.8m meters
Width : 2.50
Height : 2.50
Lock to Lock Time : 4.0
Steering Angle : 35.8

NOTE:
RUBBISH BINS TO BE PLACED ON THE WEST
SIDE OF SEACAMBER GROVE FOR COLLECTION

9.8m GARBAGE TRUCK SWEEP PATH SHOWN DASHED
300mm CLEARANCE ENVELOPE SHOWN DOTTED

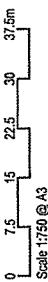
FRANKSTON FLINDERS ROAD

EXISTING DRIVEWAY AND
VEGETATION TO BE RETAINED

FOXWOOD PLACE
DUE DATE SIGNAGE
(CONSIDERATION 10m)

3.0m WIDE SINUSOIDAL SPEED HUMP

BIN COLLECTION CONCEPT
LAYOUT PLAN

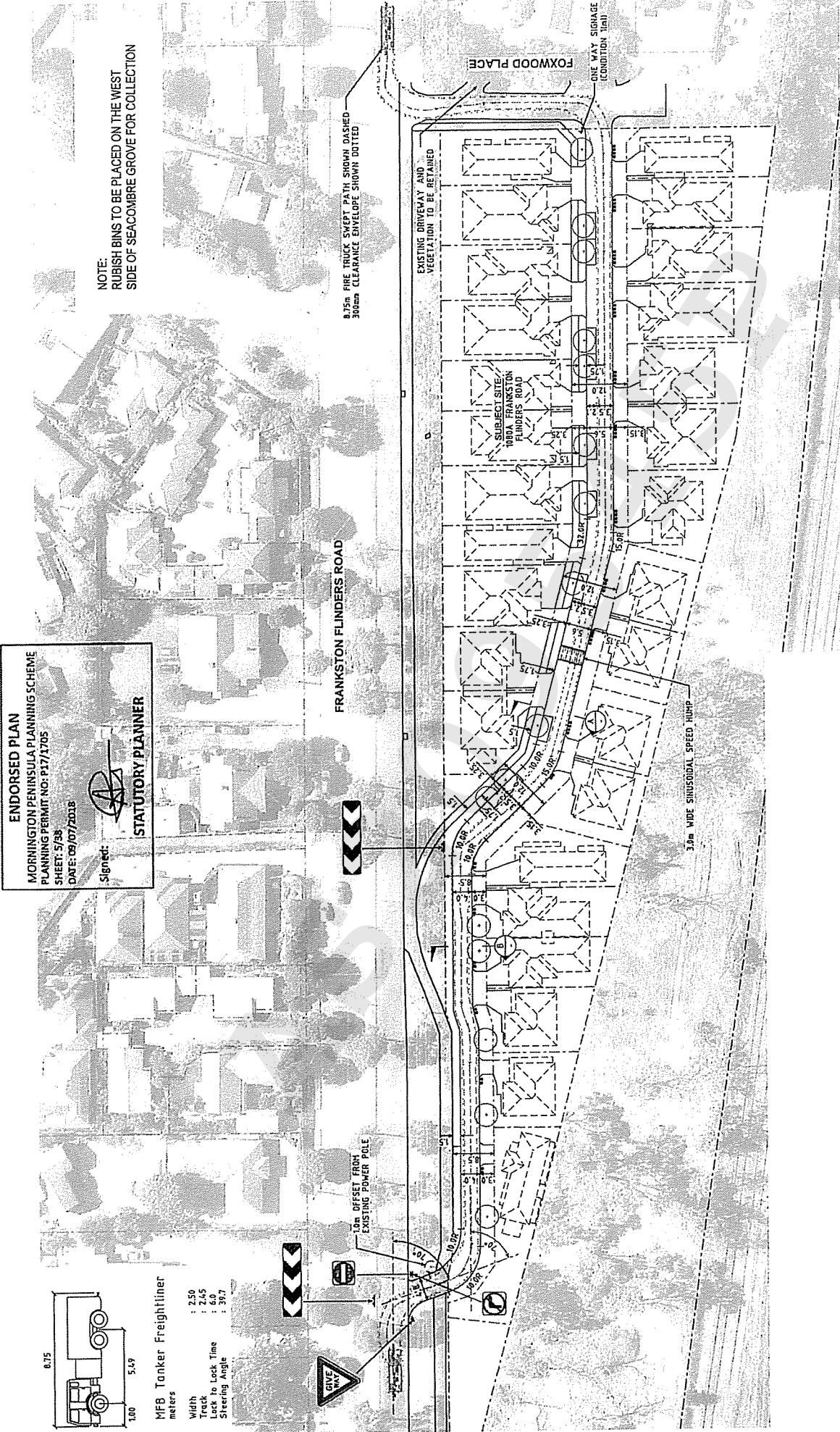


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VEHICLE SITE ACCESS CONCEPT
LAYOUT PLAN

0 7.5 15 22.5 30 37.5m
Scale 1:750 @ A3

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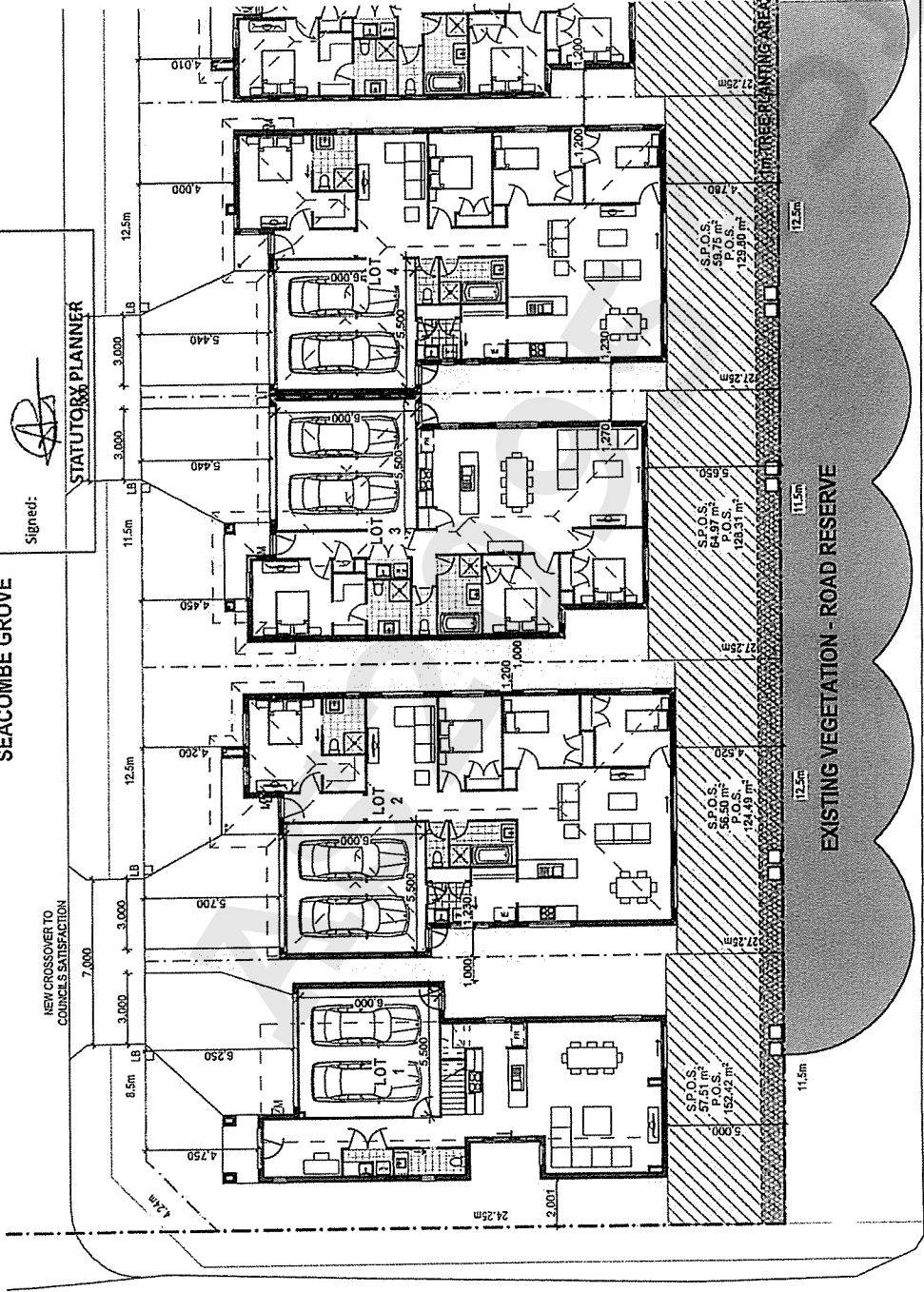
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ENDORSED PLAN
MORNINGTON PENINSULA PLANNING SCHEME
PLANNING PERMIT NO: P17/1705
SHEET: 6/38
DATE: 09/07/2018
Signed: 
STATUTORY PLANNER

SEACOMBE GROVE

NEW CROSSOVER TO
COUNCIL'S SATISFACTION



FOXWOOD PLACE



KEY PLAN

- LEGEND**
- SECLUDED PRIVATE OPEN SPACE
 - PRIVATE OPEN SPACE
 - LETTER BOX
 - ON-STREET CARPARK AS PER AS/NZS 2850.1:2004
 - GARBAGE BIN STORAGE LOCATION
 - EXISTING VEGETATION
 - INDICATIVE LANDSCAPING (SEE LANDSCAPE PLAN)

FRANKSTON - FLINDERS ROAD

GROUND FLOOR PLAN LOTS 1-4


1124 FRANKSTON - FLINDERS ROAD

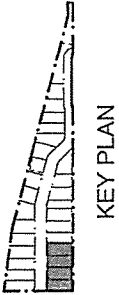
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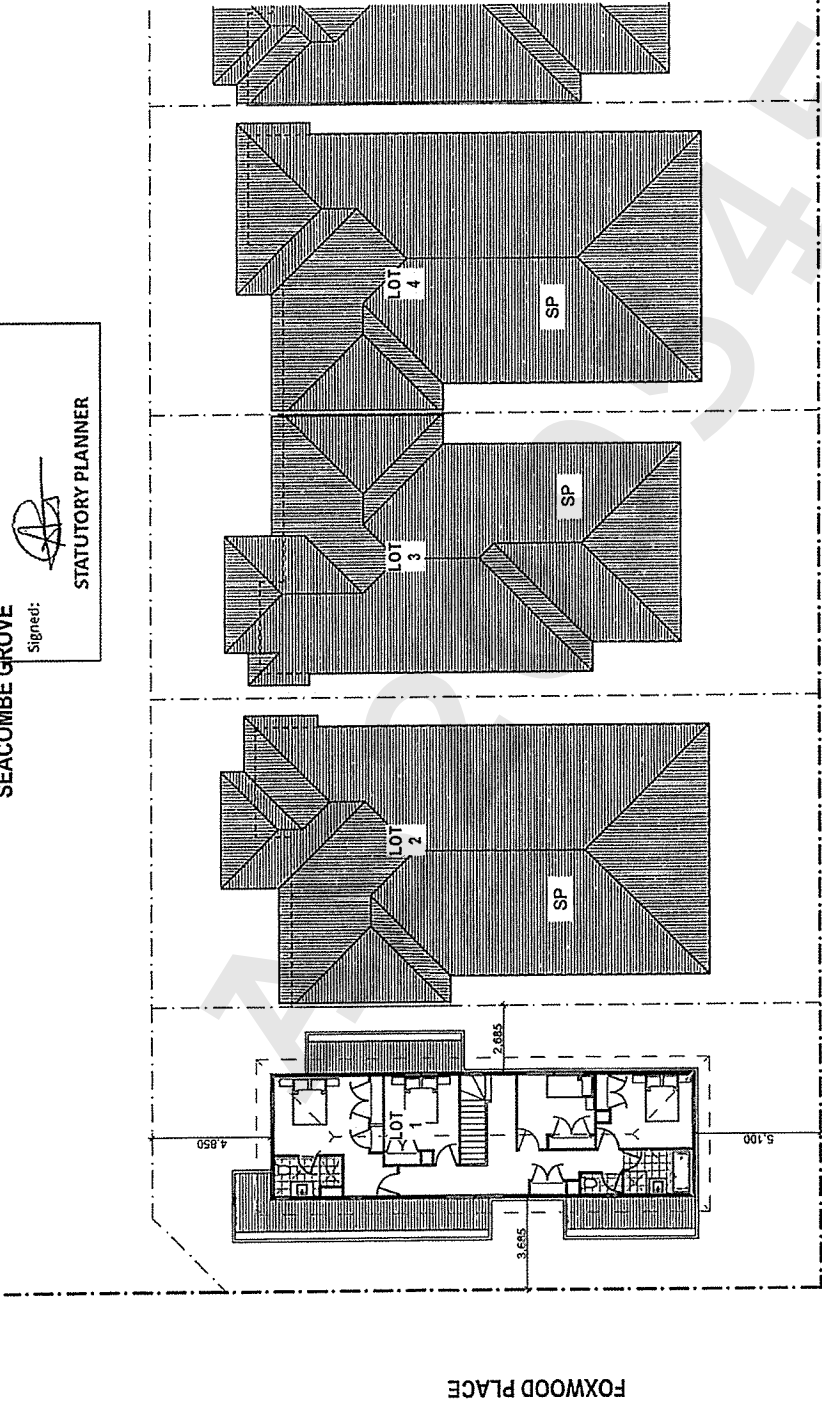
0 2 4 6 8 10m
Scale 1:200 @ A3

For presentation and construction, the landscape plan must be submitted with the planning application.

ENDORSED PLAN
MORNINGTON PENINSULA PLANNING SCHEME
PLANNING PERMIT NO: PL17/1705
SHEET: 7/35
DATE: 09/07/2018
SEACOMBE GROVE
Signed: 
STATUTORY PLANNER



NOTE:
ALL FIRST FLOOR HABITABLE ROOM
WINDOWS OVERLOOKING ADJOINING
PROPERTIES TO COMPLY WITH CLAUSE
B22 OVERLOOKING OF THE MORNINGTON
PLANNING SCHEME.



FRANKSTON - FLINDERS ROAD

FIRST FLOOR PLAN LOTS 1-4

1124 FRANKSTON - FLINDERS ROAD

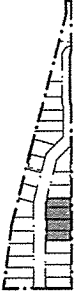
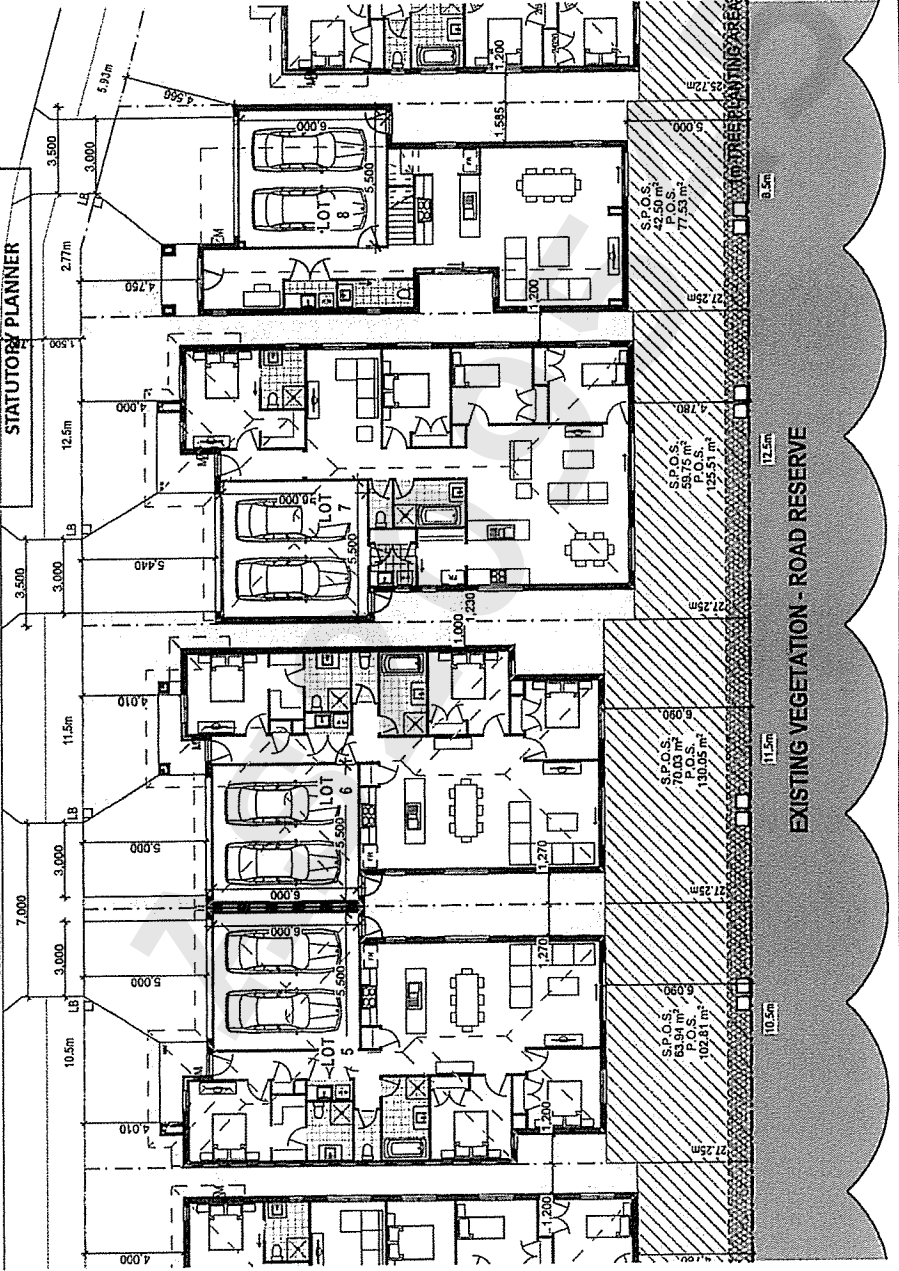
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ENDORSED PLAN
MORNINGTON PENINSULA PLANNING SCHEME
PLANNING PERMIT NO: P17/1705
SHEET: 8/38
DATE: 09/07/2018
Signed: 
STATUTORY PLANNER

SEACOMBE GROVE

NEW CROSSOVER TO
COUNCIL'S SATISFACTION



KEY PLAN

- LEGEND**
- SECLUDED PRIVATE OPEN SPACE
 - PRIVATE OPEN SPACE
 - LETTER BOX
 - ON-STREET CARPARK AS PER ASINZS 2890.1/2004
 - GARBAGE BIN STORAGE LOCATION
 - EXISTING VEGETATION
 - INDICATIVE LANDSCAPING (SEE LANDSCAPE PLAN)

GROUND FLOOR PLAN LOTS 5-8

Scale 1:200 @ A3



FRANKSTON - FLINDERS ROAD

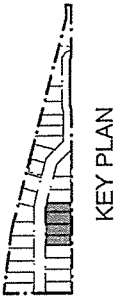
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SOMERVILLE

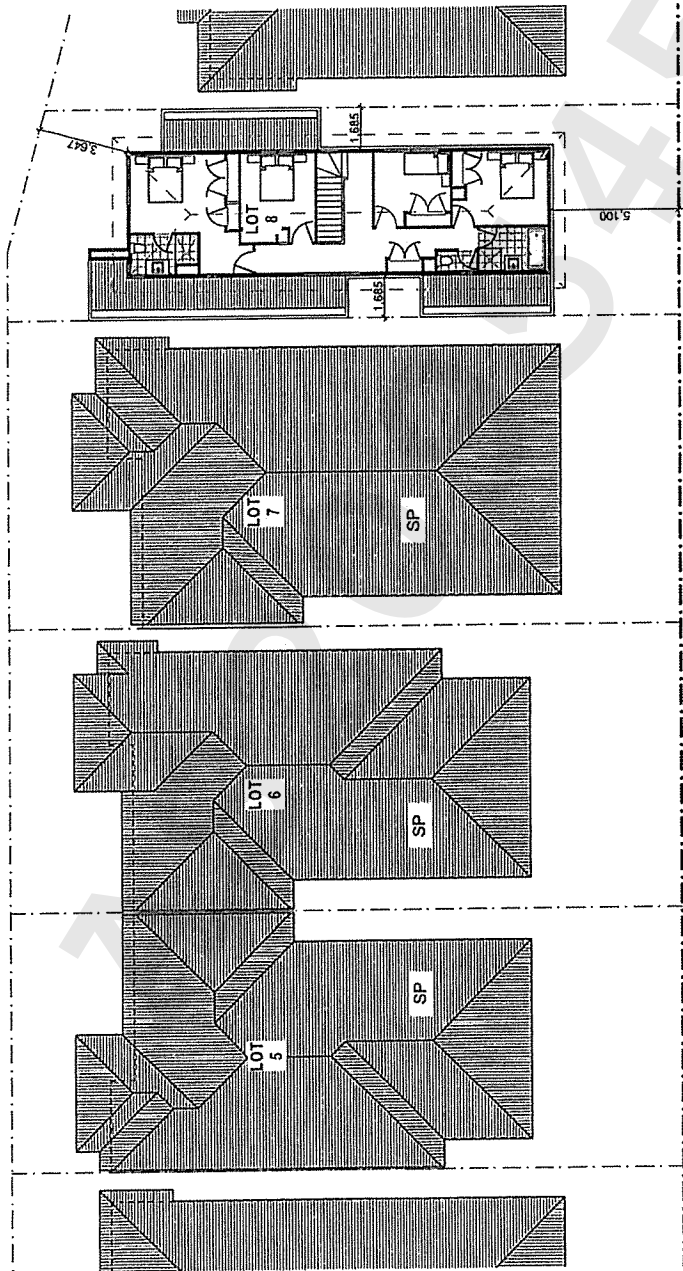
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SEACOMBE GROVE

ENDORSED PLAN
MORNINGTON PENINSULA PLANNING SCHEME
PLANNING PERMIT NO: P17/1705
SHEET: 9/38
DATE: 09/07/2018
Signed: 
STATUTORY PLANNER



NOTE:
ALL FIRST FLOOR HABITABLE ROOM
WINDOWS OVERLOOKING ADJOINING
PROPERTIES TO COMPLY WITH CLAUSE
B22 OVERLOOKING OF THE MORNINGTON
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FRANKSTON - FLINDERS ROAD

1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE

FIRST FLOOR PLAN LOTS 5-8

Scale 1:200 @ A3

0 2 4 6 8 10m

1:200

1:200



ENDORSED PLAN

MORNINGTON PENINSULA PLANNING SCHEME

PLANNING PERMIT NO: P17/1705

SHEET: 10/36

DATE: 09/07/2018


Signed:





STATUTORY PLANNER


KEY PLAN


LEGEND


 SECLUDED PRIVATE OPEN SPACE


 PRIVATE OPEN SPACE

 LETTER BOX

 ON-STREET CARPARK AS PER ASINZS 2890.1:2004

 GARBAGE BIN STORAGE LOCATION

 EXISTING VEGETATION

 INDICATIVE LANDSCAPING (SEE LANDSCAPE PLAN)

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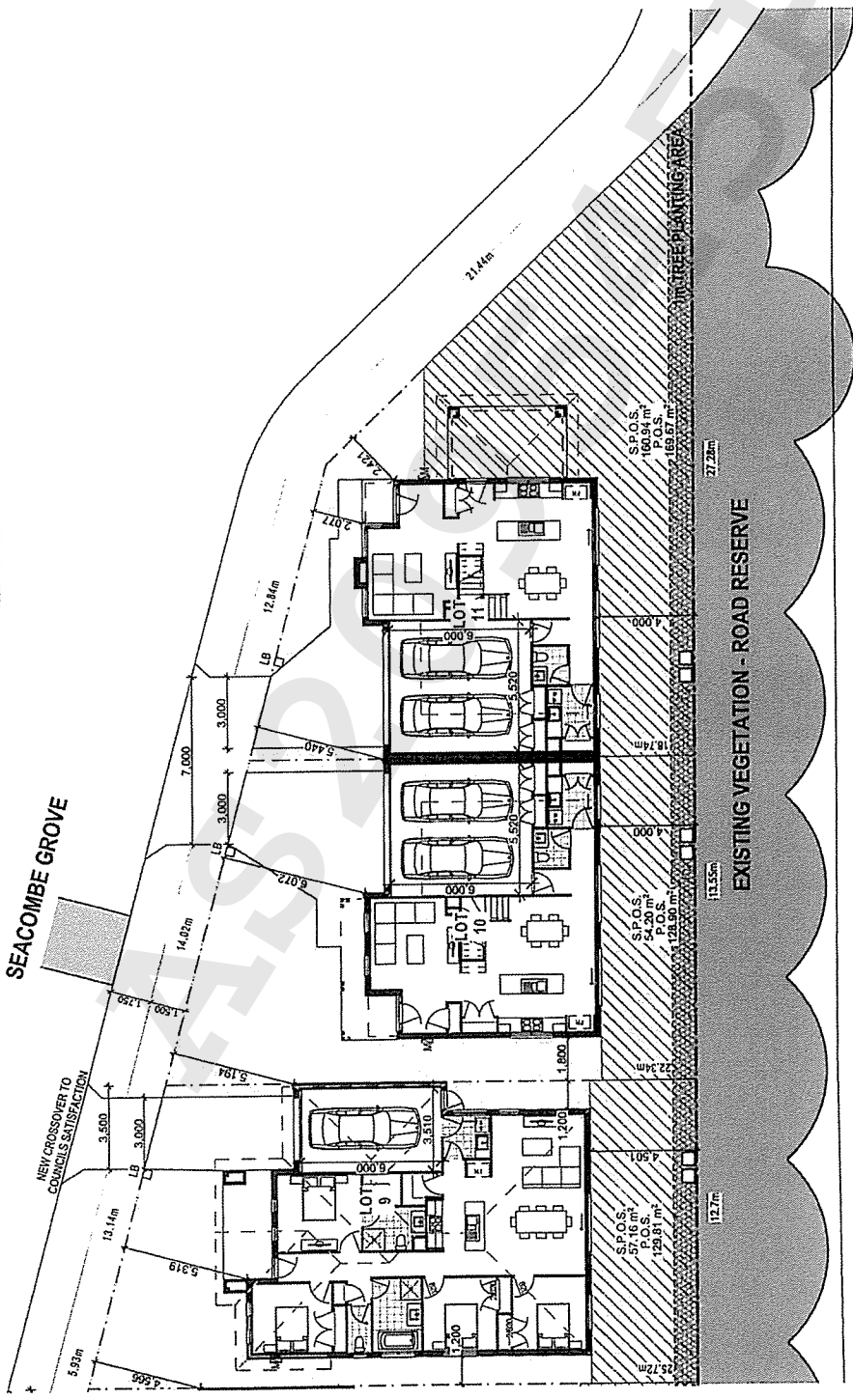
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GROUND FLOOR PLAN LOTS 9-11

FRANKSTON - FLINDERS ROAD

1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE



0 2 4 6 8 10m

Scale 1:200 @ A3

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ENDORSED PLAN

MORNINGTON PENINSULA PLANNING SCHEME

PLANNING PERMIT NO: P17/1705

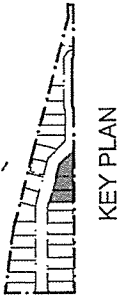
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DATE: 09/07/2018



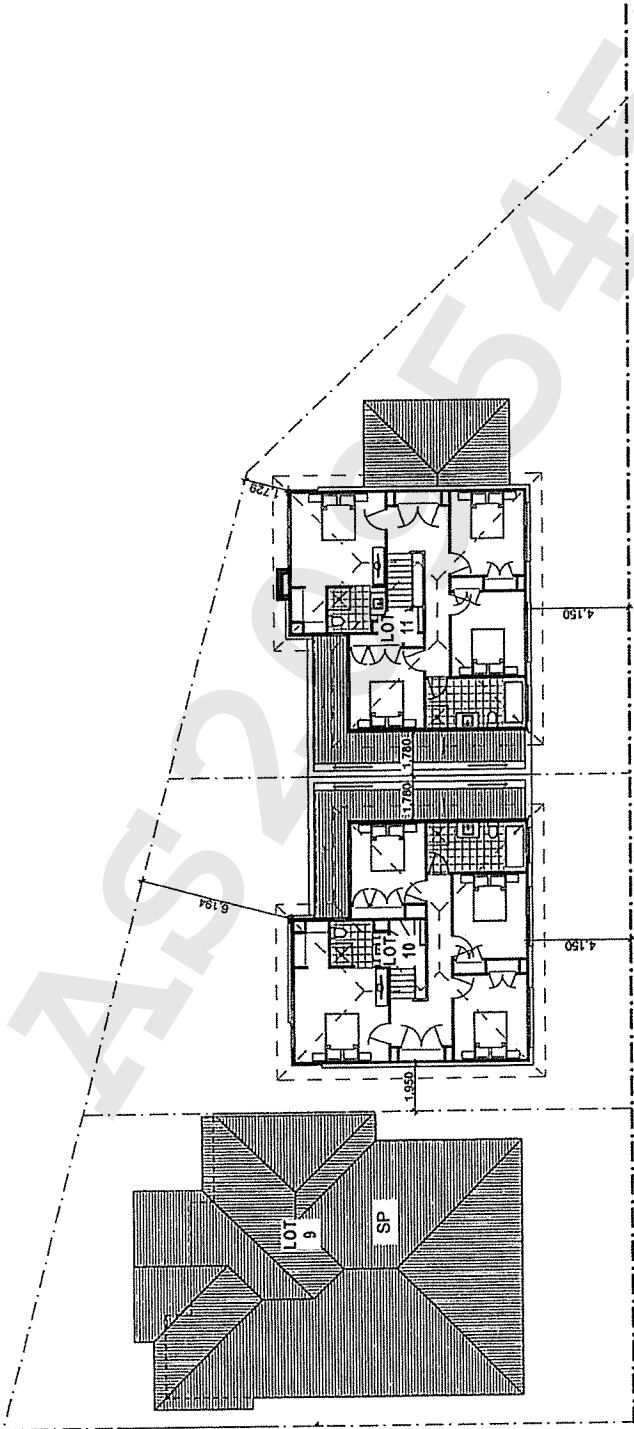
Signed:

STATUTORY PLANNER



NOTE:
ALL FIRST FLOOR HABITABLE ROOM
WINDOWS OVERLOOKING ADJOINING
PROPERTIES TO COMPLY WITH CLAUSE
B22 OVERLOOKING OF THE MORNINGTON
PLANNING SCHEME.

SEACOMBE GROVE



FRANKSTON - FLINDERS ROAD

FIRST FLOOR PLAN LOTS 9-11

1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE



0 2 4 6 8 10m

Scale 1:200 @ A3

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ENDORSED PLAN

MORNINGTON PENINSULA PLANNING SCHEME

PLANNING PERMIT NO: P17/1705

SHEET: 12/38

DATE: 09/07/2018

VICTRACK LAND RESERVE:





STATUTORY PLANNER





KEY PLAN


LEGEND


 SECLUDED PRIVATE OPEN SPACE


 PRIVATE OPEN SPACE

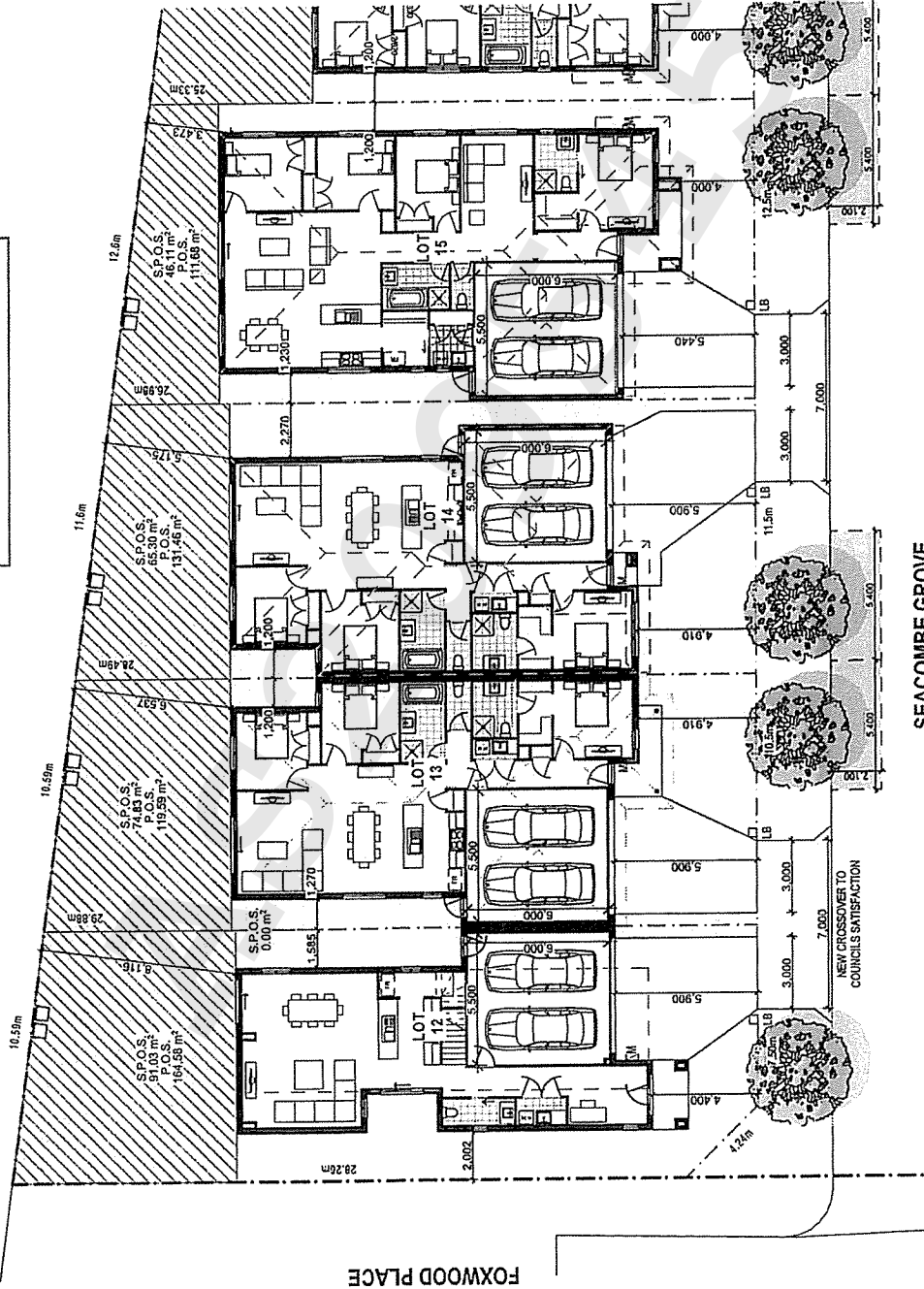
 LETTER BOX

 ON-STREET CARPARK AS PER AS/NZS 2890.1:2004

 GARBAGE BIN STORAGE LOCATION

 EXISTING VEGETATION

 INDICATIVE LANDSCAPING (SEE LANDSCAPE PLAN)



GROUND FLOOR PLAN LOTS 12-15

1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE



Scale 1:200 @ A3

10m

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MORNINGTON PENINSULA PLANNING SCHEME

PLANNING PERMIT NO: P17/1705

SHEET: 13/58

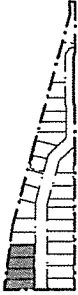
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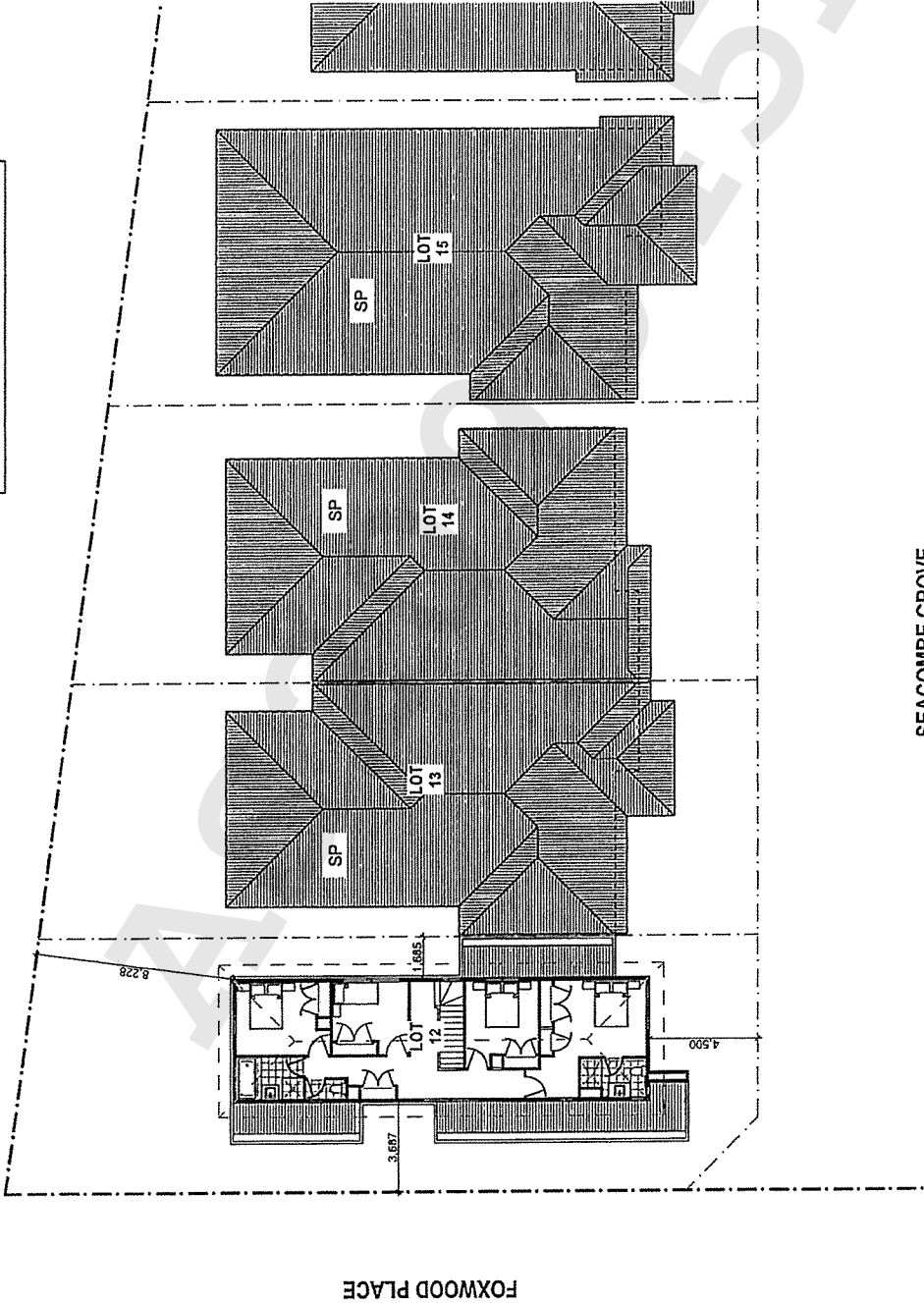
STATUTORY PLANNER

VICTRACK LAND RESERVE



KEY PLAN

NOTE:
ALL FIRST FLOOR HABITABLE ROOM
WINDOWS OVERLOOKING ADJOINING
PROPERTIES TO COMPLY WITH CLAUSE
B22 OVERLOOKING OF THE MORNINGTON
PLANNING SCHEME.



FIRST FLOOR PLAN LOTS 12-15



1:200 1124 Frankston - Flinders Road - Somerville - 13th July 2018 - 13th July 2018 - 13th July 2018 - 13th July 2018

SEACOMBE GROVE

1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE

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PLANNING PERMIT NO: P17/1705

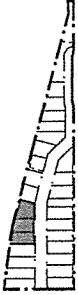
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DATE: 09/07/2018





STATUTORY PLANNER


VICTRACK LAND RESERVE





KEY PLAN


- LEGEND
-  SECLUDED PRIVATE OPEN SPACE


 PRIVATE OPEN SPACE

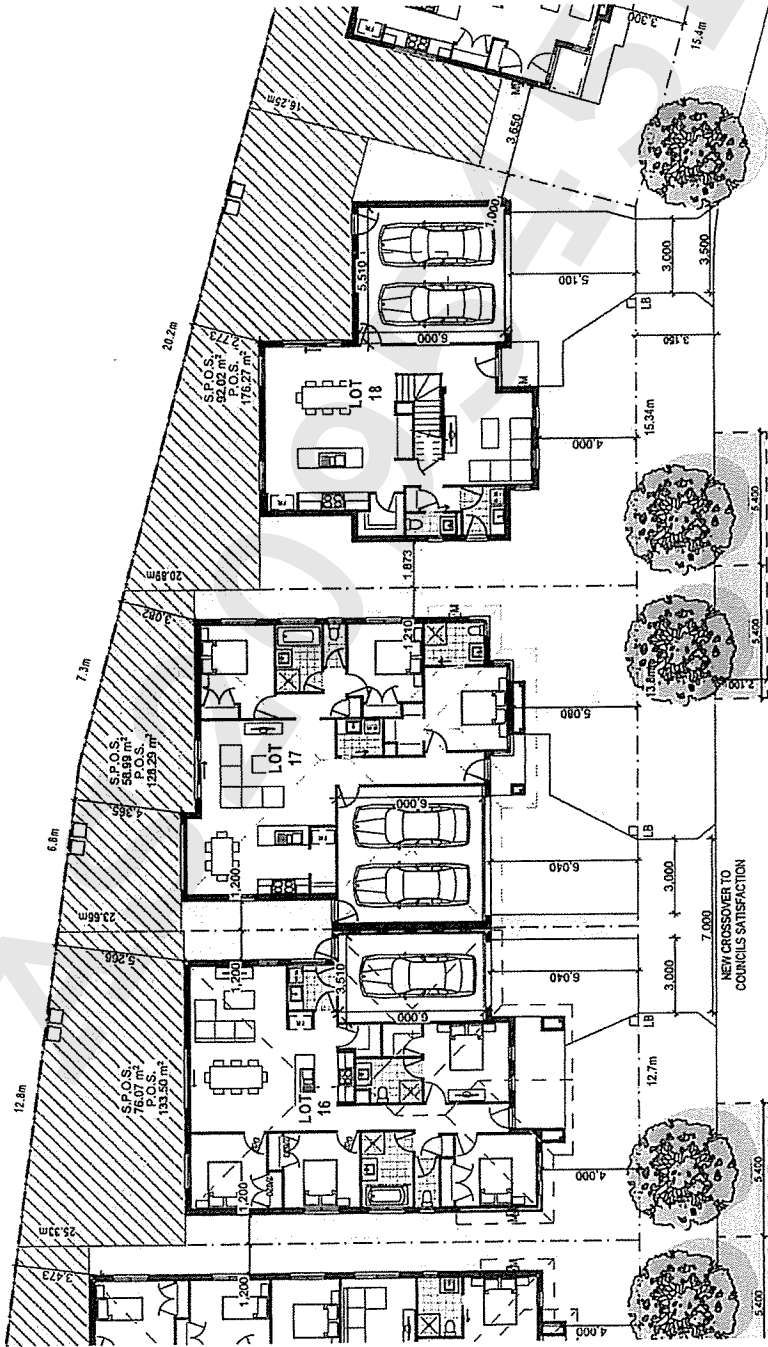
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 ON-STREET CARPARK AS PER ASINZS 2850.1:2004

 GARBAGE BIN STORAGE LOCATION

 EXISTING VEGETATION

 INDICATIVE LANDSCAPING (SEE LANDSCAPE PLAN)



SEACOMBE GROVE

GROUND FLOOR PLAN LOTS 16-18

1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE



0 2 4 6 8 10m
Scale 1:200 @ A3

P:\Projects\1124 Frankston - Flinders Road - Seacombe Grove\1124 Frankston - Flinders Road - Seacombe Grove.dwg

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MORNINGTON PENINSULA PLANNING SCHEME

PLANNING PERMIT NO: P17/1705

SHEET: 15/38

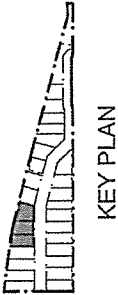
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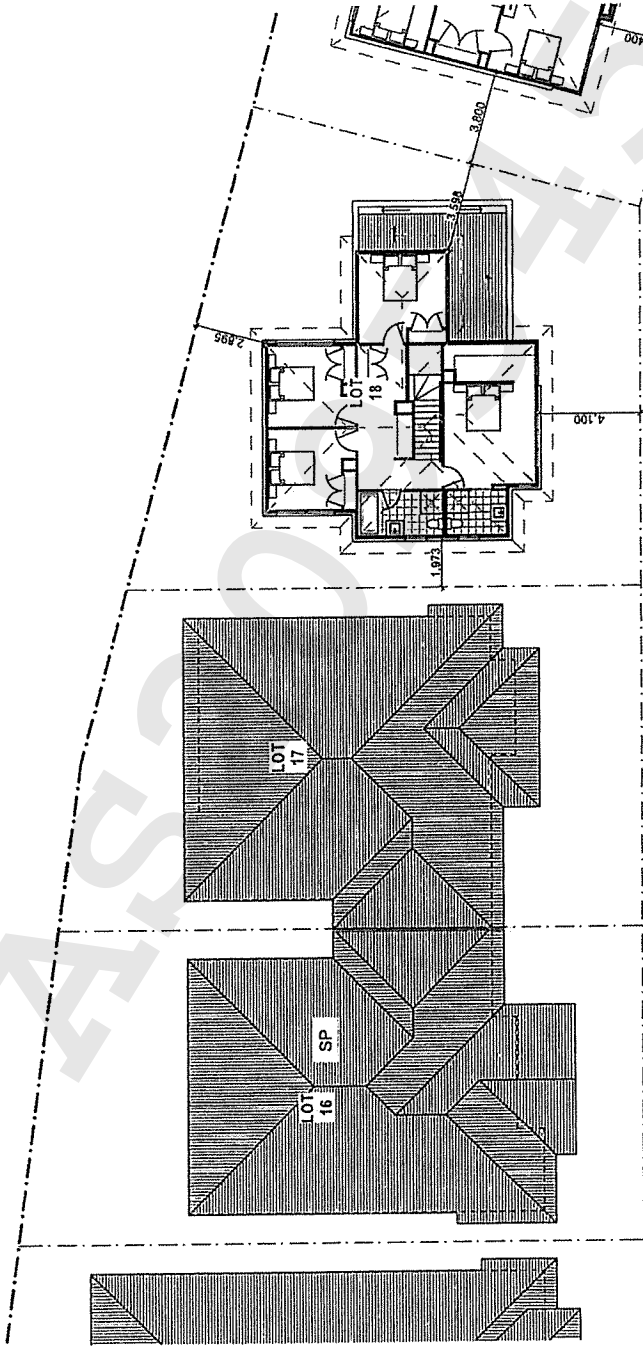


STATUTORY PLANNER

VICTRACK LAND RESERVE



NOTE:
ALL FIRST FLOOR HABITABLE ROOM
WINDOWS OVERLOOKING ADJOINING
PROPERTIES TO COMPLY WITH CLAUSE
B22 OVERLOOKING OF THE MORNINGTON
PLANNING SCHEME.



SEACOMBE GROVE

FIRST FLOOR PLAN LOTS 16-18

1124 FRANKSTON - FLINDERS ROAD
SOMERVILLE



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PLANNING PERMIT NO: P17/1705

SHEET: 16/38

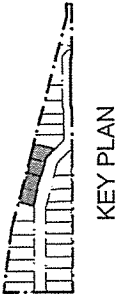
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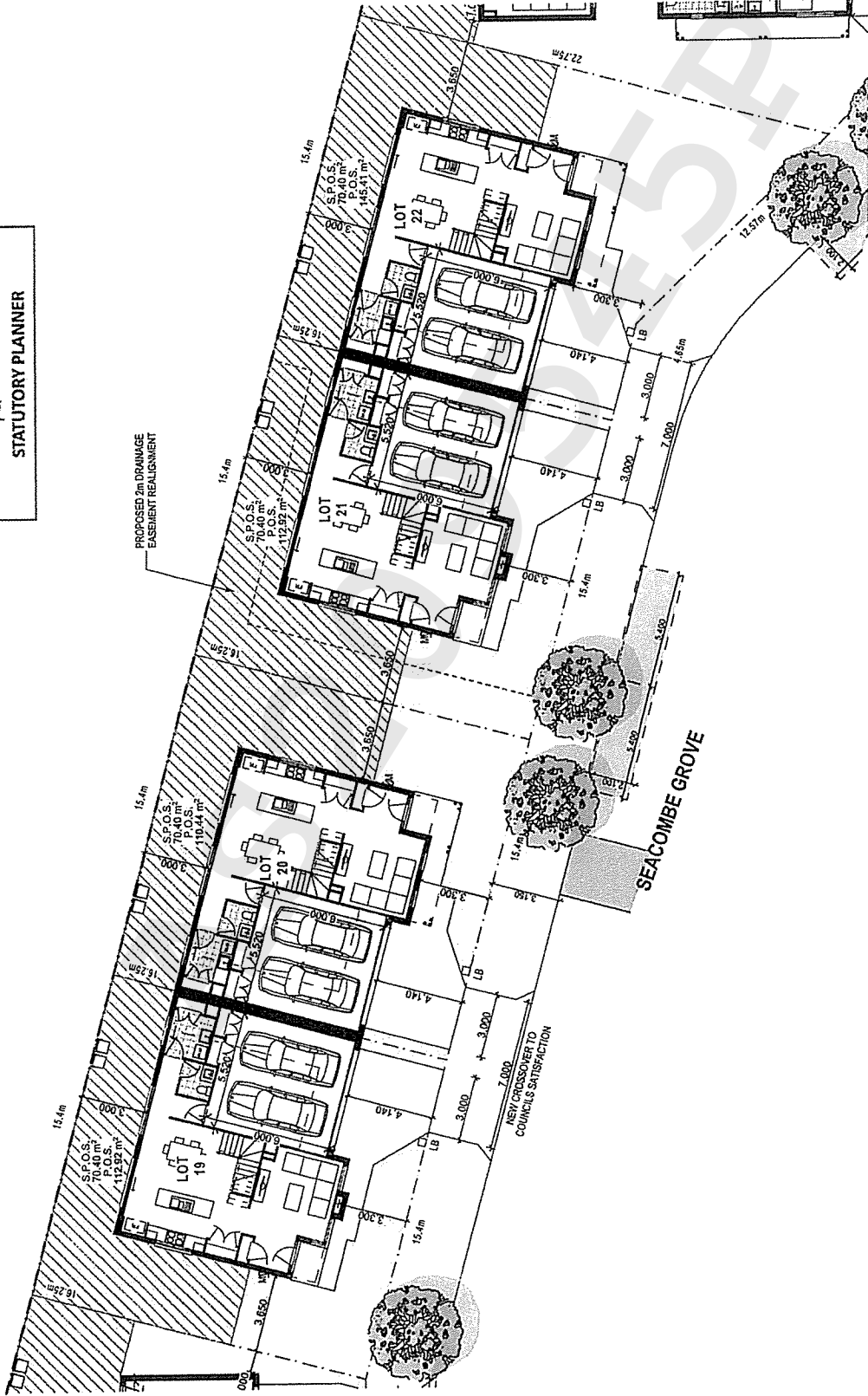
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STATUTORY PLANNER

VICTRACK LAND RESERVE



- LEGEND**
- SECLUDED PRIVATE OPEN SPACE
 - PRIVATE OPEN SPACE
 - LETTER BOX
 - ON-STREET CARPARK AS PER ASINZS 2850.12004
 - GARBAGE BIN STORAGE LOCATION
 - EXISTING VEGETATION
 - INDICATIVE LANDSCAPING (SEE LANDSCAPE PLAN)



GROUND FLOOR PLAN LOTS 19-22

1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE



0 2 4 6 8 10m
Scale 1:200 @ A3

17/04/2018 17:40:00 17/04/2018 17:40:00 17/04/2018 17:40:00 17/04/2018 17:40:00 17/04/2018 17:40:00

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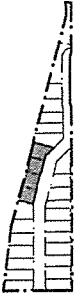
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MORRINGTON PENINSULA PLANNING SCHEME
PLANNING PERMIT NO: P17/1705
SHEET: 17/38
DATE: 09/07/2018


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STATUTORY PLANNER

VICTRACK LAND RESERVE



KEY PLAN

NOTE:
ALL FIRST FLOOR HABITABLE ROOM
WINDOWS OVERLOOKING ADJOINING
PROPERTIES TO COMPLY WITH CLAUSE
B22 OVERLOOKING OF THE MORRINGTON
PLANNING SCHEME



SEACOMBE GROVE

FIRST FLOOR PLAN LOTS 19-22

1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE



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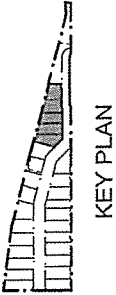
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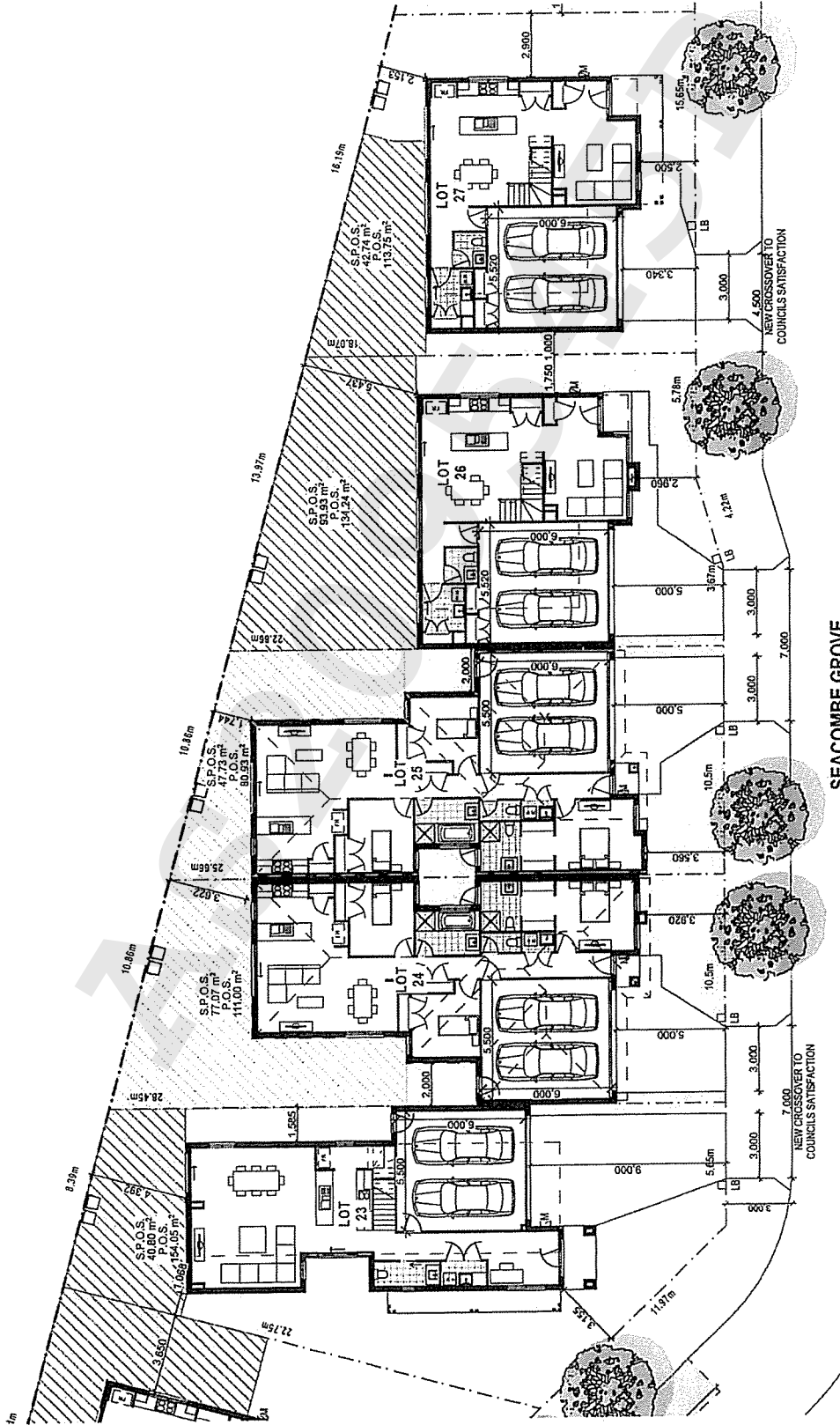
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STATUTORY PLANNER

VICTRACK LAND RESERVE



- LEGEND**
- SECLUDED PRIVATE OPEN SPACE
 - PRIVATE OPEN SPACE
 - LETTER BOX
 - ON-STREET CARPARK AS PER ASINZS 2880.1:2004
 - GARBAGE BIN STORAGE LOCATION
 - EXISTING VEGETATION
 - INDICATIVE LANDSCAPING (SEE LANDSCAPE PLAN)



GROUND FLOOR PLAN LOTS 23-27

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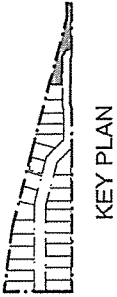
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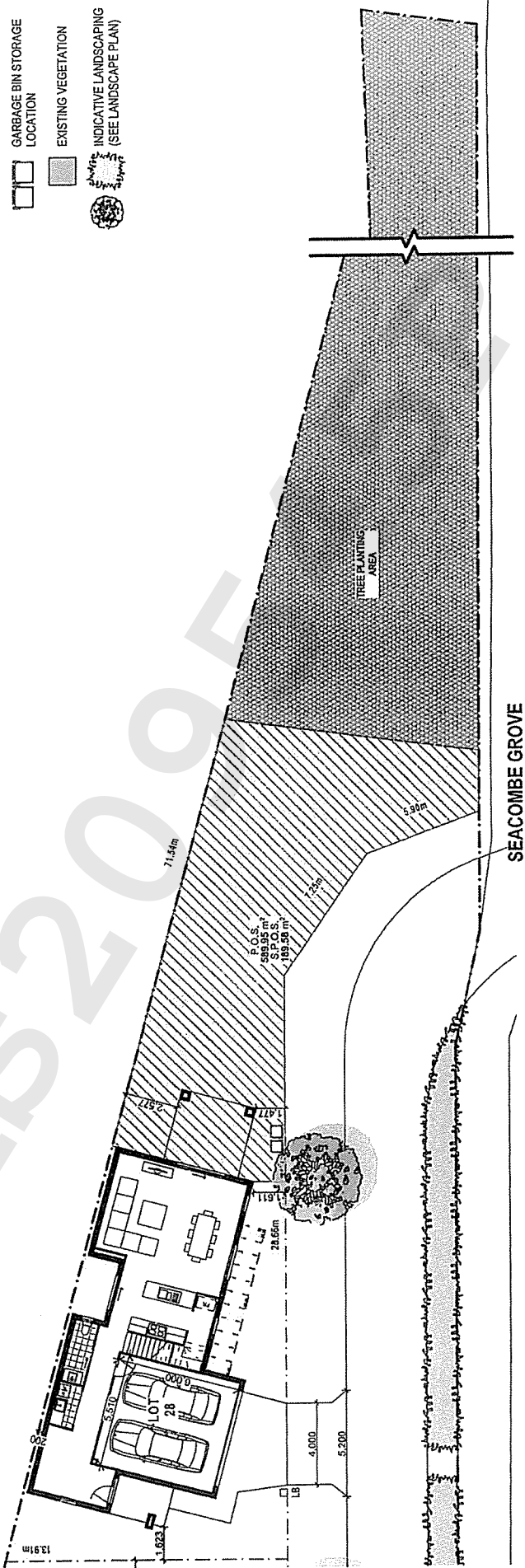
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STATUTORY PLANNER



- LEGEND
- SECLUDED PRIVATE OPEN SPACE
 - PRIVATE OPEN SPACE
 - LETTER BOX
 - ON-STREET CARPARK AS PER AS/NZS 2890.1:2004
 - GARBAGE BIN STORAGE LOCATION
 - EXISTING VEGETATION
 - INDICATIVE LANDSCAPING (SEE LANDSCAPE PLAN)



GROUND FLOOR PLAN LOT 28

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SHEET: 21/38

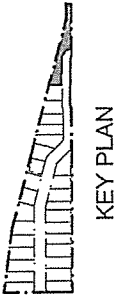
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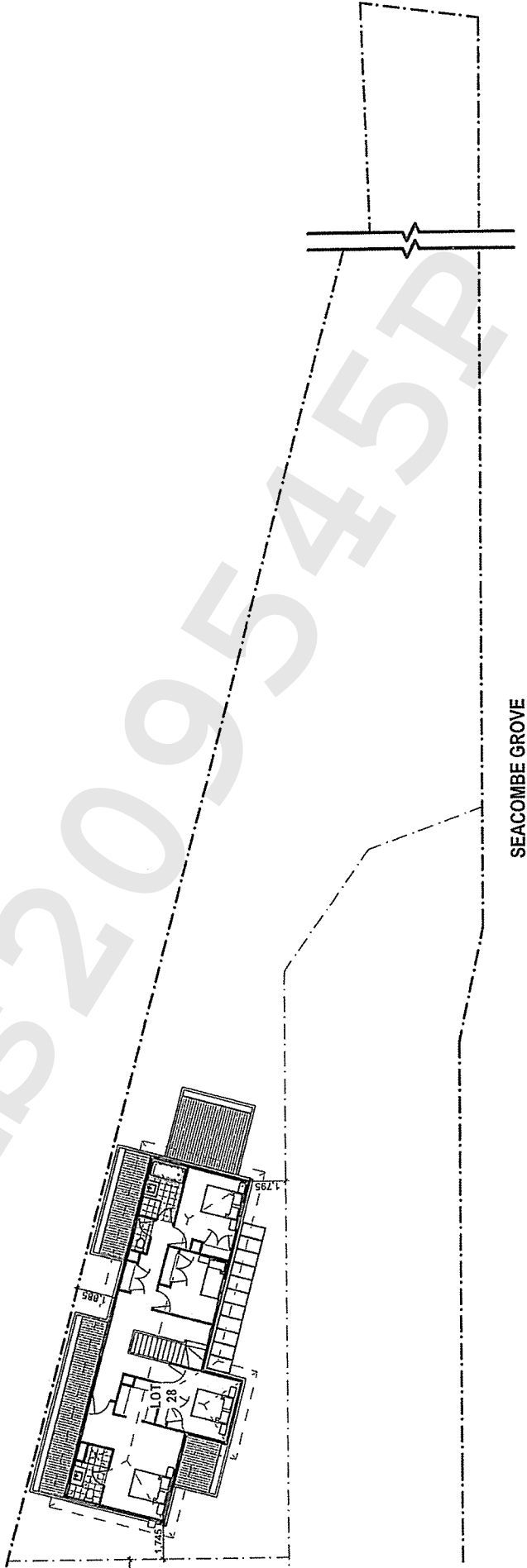


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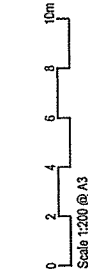
STATUTORY PLANNER



NOTE:
ALL FIRST FLOOR HABITABLE ROOM
WINDOWS OVERLOOKING ADJOINING
PROPERTIES TO COMPLY WITH CLAUSE
B22 OVERLOOKING OF THE MORNINGTON
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FIRST FLOOR PLAN LOT 28



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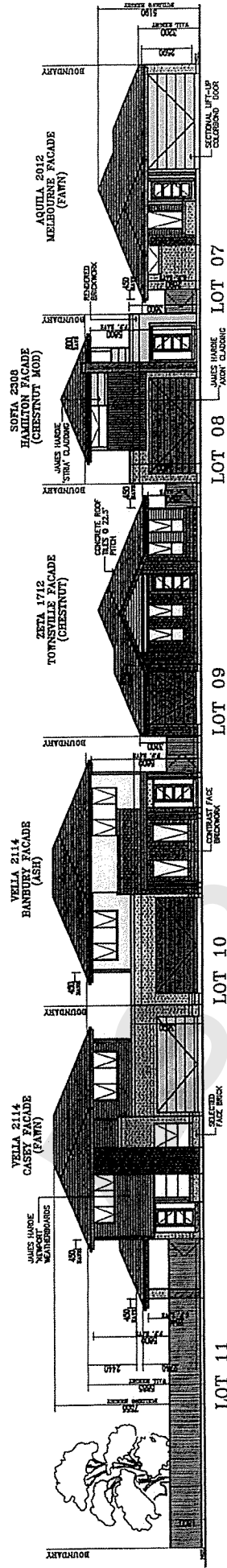
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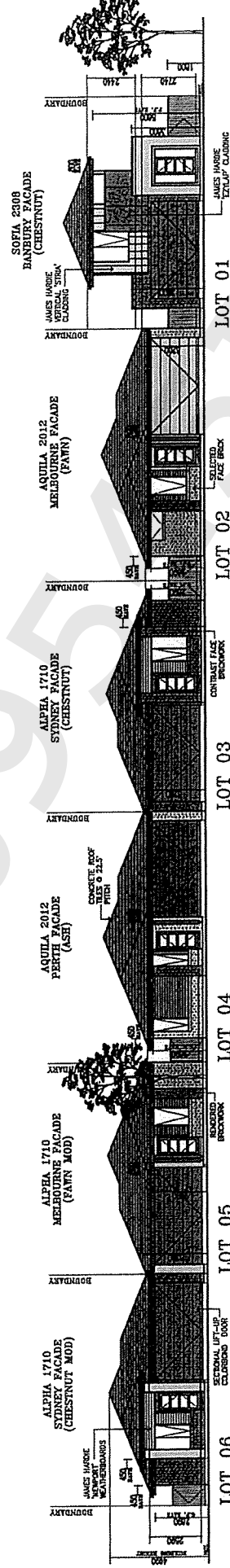
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MORRINGTON PENINSULA PLANNING SCHEME
PLANNING PERMIT NO: P17/1705
SHEET 22/38
DATE: 09/07/2018

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STATUTORY PLANNER



SEACOMBE GROVE - NORTH/EAST



SEACOMBE GROVE - NORTH/EAST

ELEVATIONS

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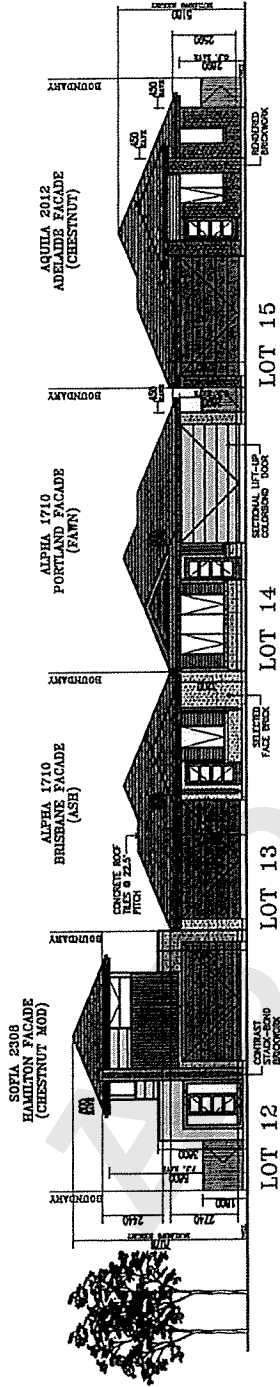
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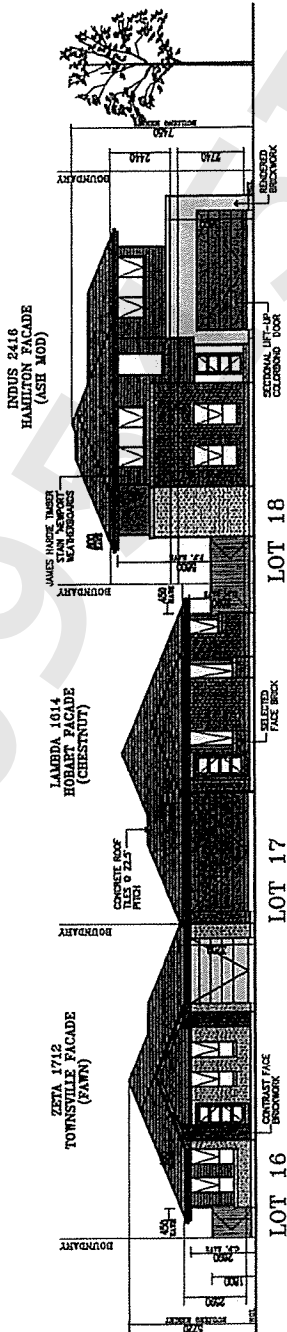
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STATUTORY PLANNER



SEACOMBE GROVE – SOUTH/WEST



SEACOMBE GROVE – SOUTH/WEST

ELEVATIONS



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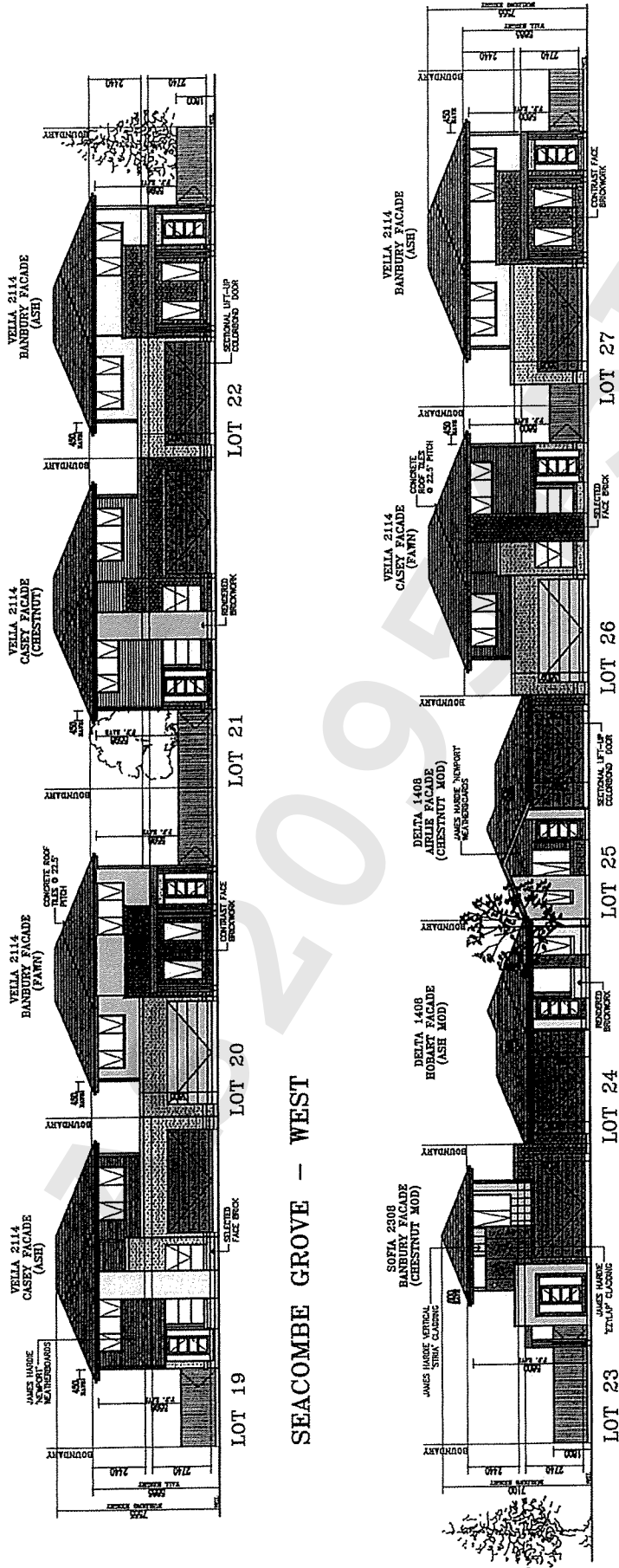
SHEET: 24/38

DATE: 09/07/2018

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STATUTORY PLANNER



SEACOMBE GROVE - SOUTH/WEST

ELEVATIONS



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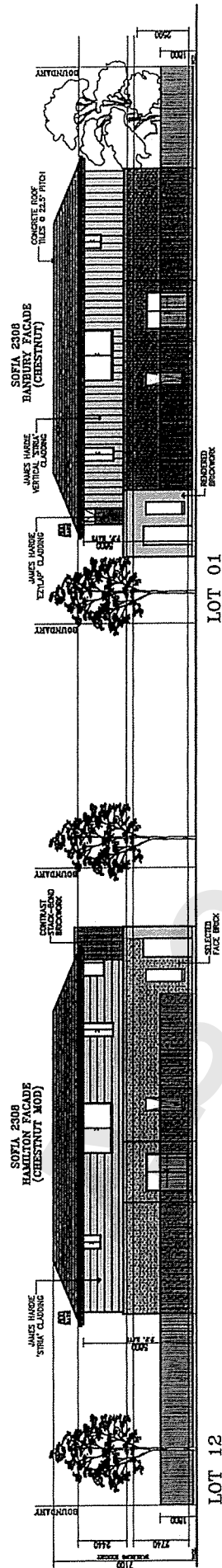
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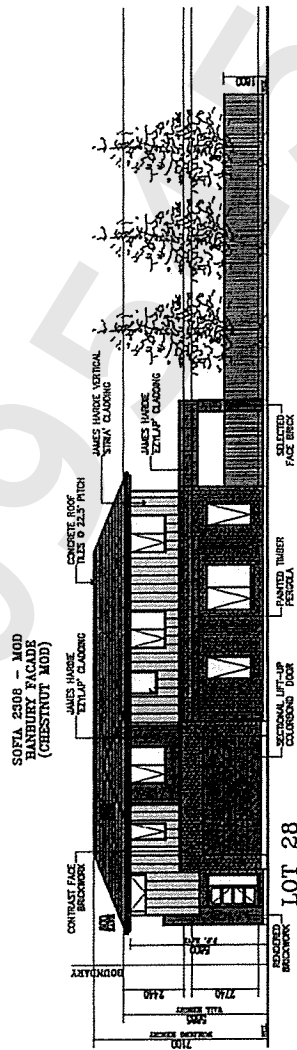
DATE: 09/07/2018

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STATUTORY PLANNER



FOXWOOD PLACE - NORTH/WEST



SEACOMBE GROVE - SOUTH/WEST

ELEVATIONS



Scale 1:200 @ A3

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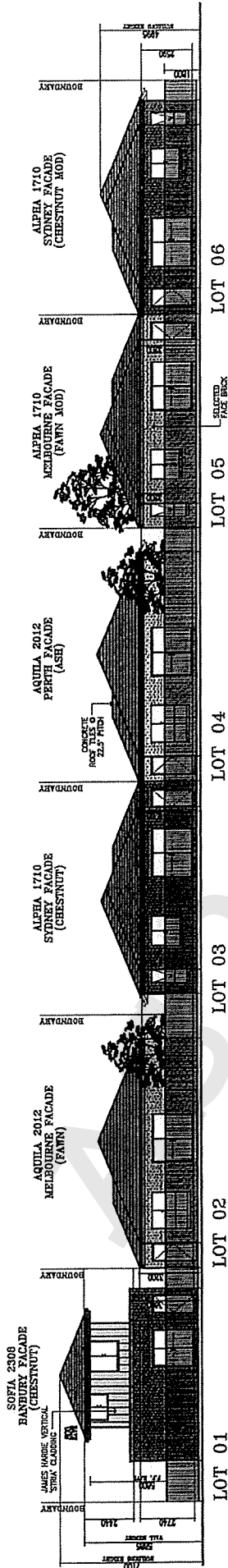
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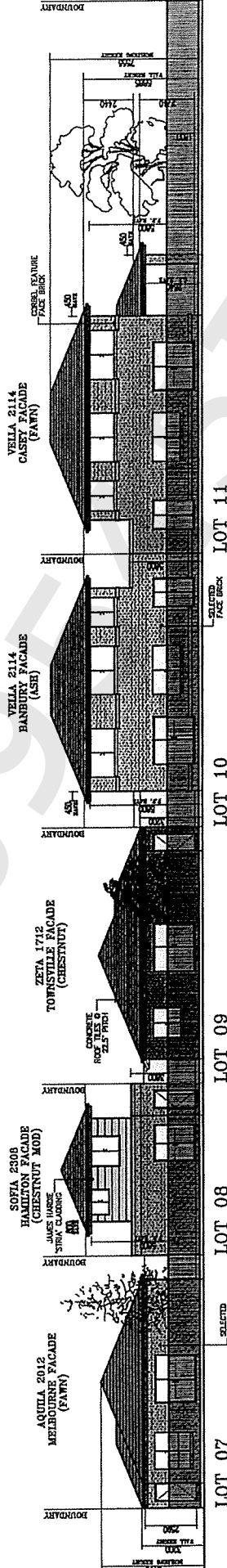
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STATUTORY PLANNER



FRANKSTON - FLINDERS ROAD - SOUTH/WEST



FRANKSTON - FLINDERS ROAD - SOUTH/WEST

ELEVATIONS



1124 FRANKSTON - FLINDERS ROAD
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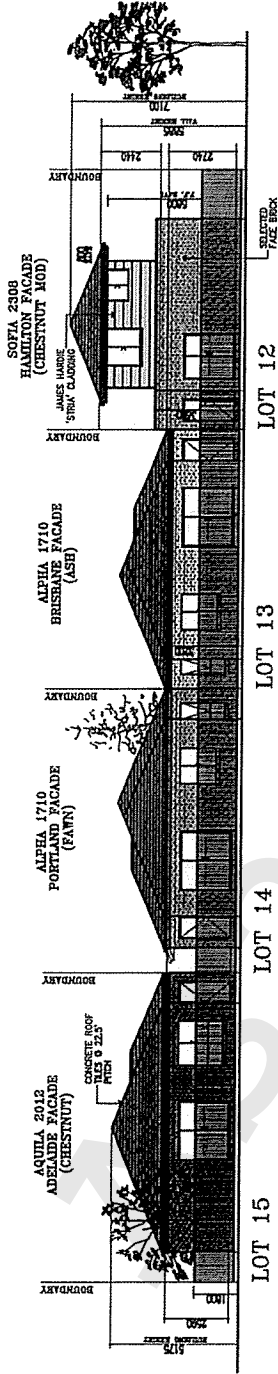
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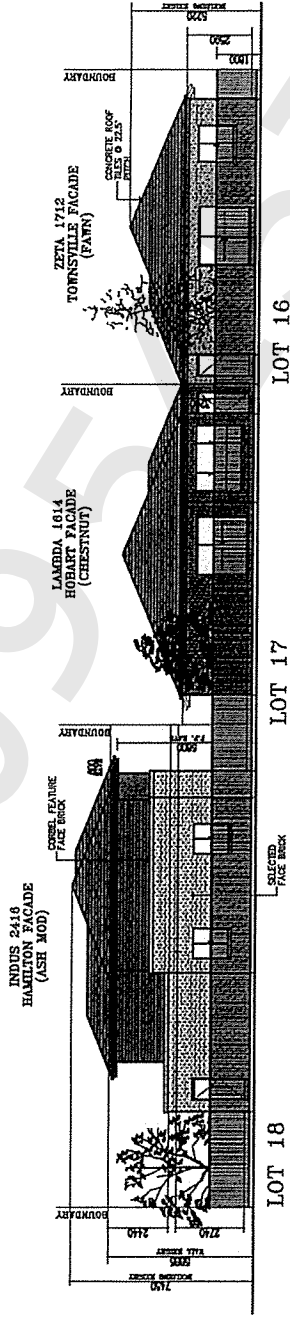
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STATUTORY PLANNER



VICTRACK LAND RESERVE – NORTH/EAST



VICTRACK LAND RESERVE – NORTH/EAST

ELEVATIONS



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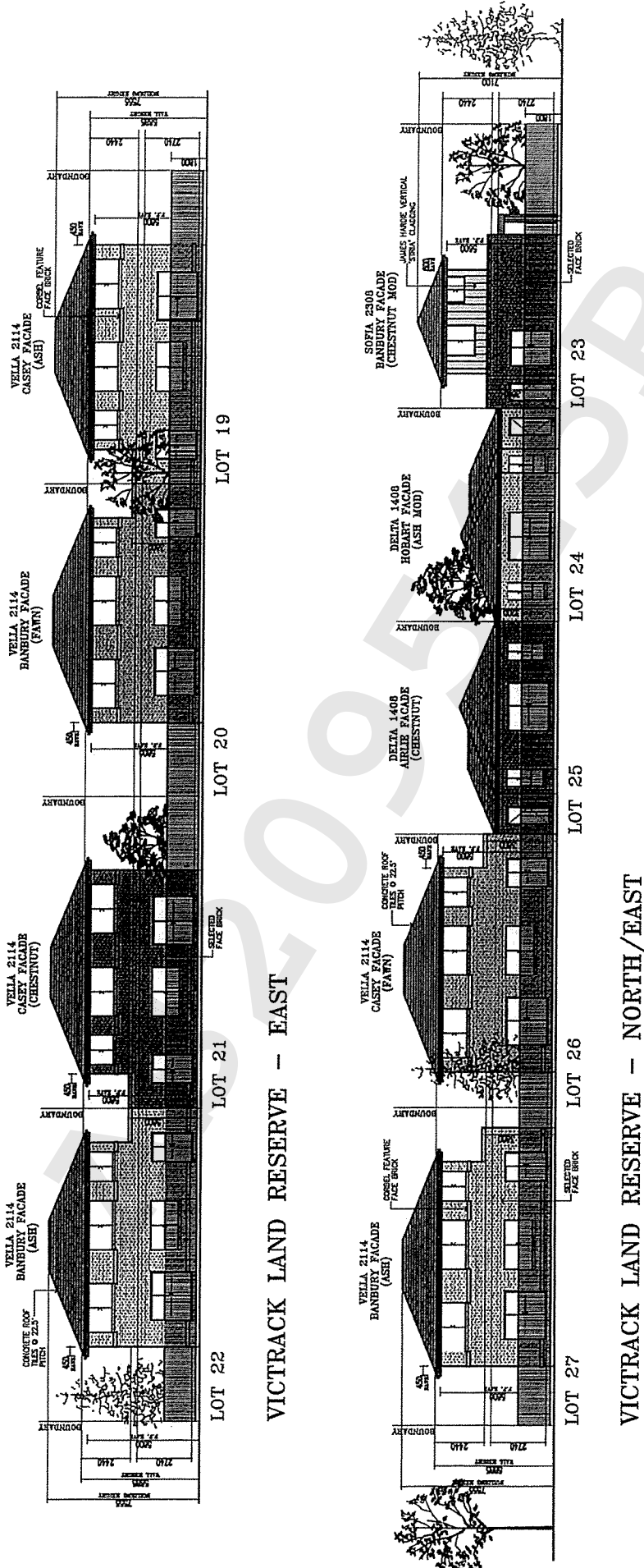
SHEET: 28/38

DATE: 09/07/2018

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STATUTORY PLANNER



ELEVATIONS



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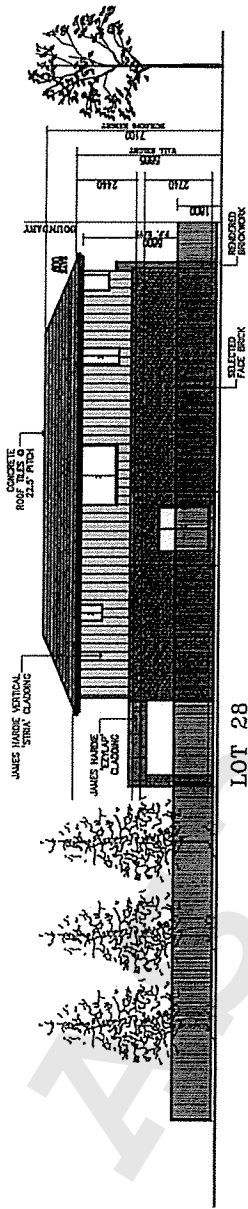
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SHEET: 29/38

DATE: 05/07/2018

Signed: 

STATUTORY PLANNER



LOT 28

VICTRACK LAND RESERVE – NORTH/EAST

ELEVATIONS



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PLANNING PERMIT NO: P17/1705
SHEET: 30/38
DATE: 09/07/2018

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STATUTORY PLANNER
CHESTNUT EXTERNAL COLOUR SCHEME

MAIN BRICK – Austral Brick "Ash"	CONCRETE ROOF TILES – "Sambuca" (Elobana)
CONTRAST BRICK – Austral Brick "Zinc"	GUTTER, FASCIA & DOWNPIPES – "Monument"
WINDOW & DOOR FRAME – "Black"	PAINTED POSTS, CEMENT SHEET & SELECTED CLADDINGS – "Wallaby"
GARAGE DOOR – "Night Sky"	Front entry door MADINGAG – "Caramel" stain
RENDER FINISH – "Surfmist"	HORIZONTAL NEWPORT CLADDING – "Wallaby"
CONTRAST RENDER – "Monument"	CONTRAST CLADDING – "Monument"

UPGRADED TIMBER LOOK GARAGE DOOR – "Jalapa"	COLOURED CONCRETE DRIVEWAY – "State"
---	--------------------------------------

MAIN BRICK – Austral Brick "Chestnut"	CONCRETE ROOF TILES – "Baranundi" (Elobana)
CONTRAST BRICK – Austral Brick "Onyxite"	GUTTER, FASCIA & DOWNPIPES – "Woodland Grey"
WINDOW & DOOR FRAME – "Woodland Grey"	PAINTED POSTS, CEMENT SHEET & SELECTED CLADDINGS – "Dune"
GARAGE DOOR – "Woodland Grey"	Front entry door MADINGAG – "Caramel" stain
RENDER FINISH – "Dune"	HORIZONTAL NEWPORT CLADDING – "Dune"
CONTRAST RENDER – "Woodland Grey"	CONTRAST CLADDING – "Woodland Grey"

UPGRADED TIMBER LOOK GARAGE DOOR – "Jalapa"	COLOURED CONCRETE DRIVEWAY – "State"
---	--------------------------------------

FAWN EXTERNAL COLOUR SCHEME

MAIN BRICK – Austral Brick "Engage"	CONCRETE ROOF TILES – "Aniseed" (Elobana)
CONTRAST BRICK – Austral Brick "Indulgence Truffle"	GUTTER, FASCIA & DOWNPIPES – "Jasper"
WINDOW & DOOR FRAME – "Dune"	PAINTED POSTS, CEMENT SHEET & SELECTED CLADDINGS – "Jasper"
GARAGE DOOR – "Dune"	Front entry door MADINGAG – "Caramel" stain
RENDER FINISH – "Jasper"	HORIZONTAL NEWPORT CLADDING – "Jasper"
CONTRAST RENDER – "Dune"	

UPGRADED TIMBER LOOK GARAGE DOOR – "Jalapa"	COLOURED CONCRETE DRIVEWAY – "Earth"
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COLOUR SCHEDULE

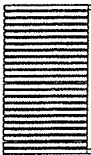
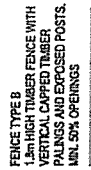
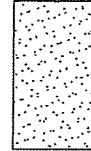
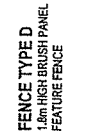
1124 FRANKSTON - FLINDERS ROAD
SOMERVILLE


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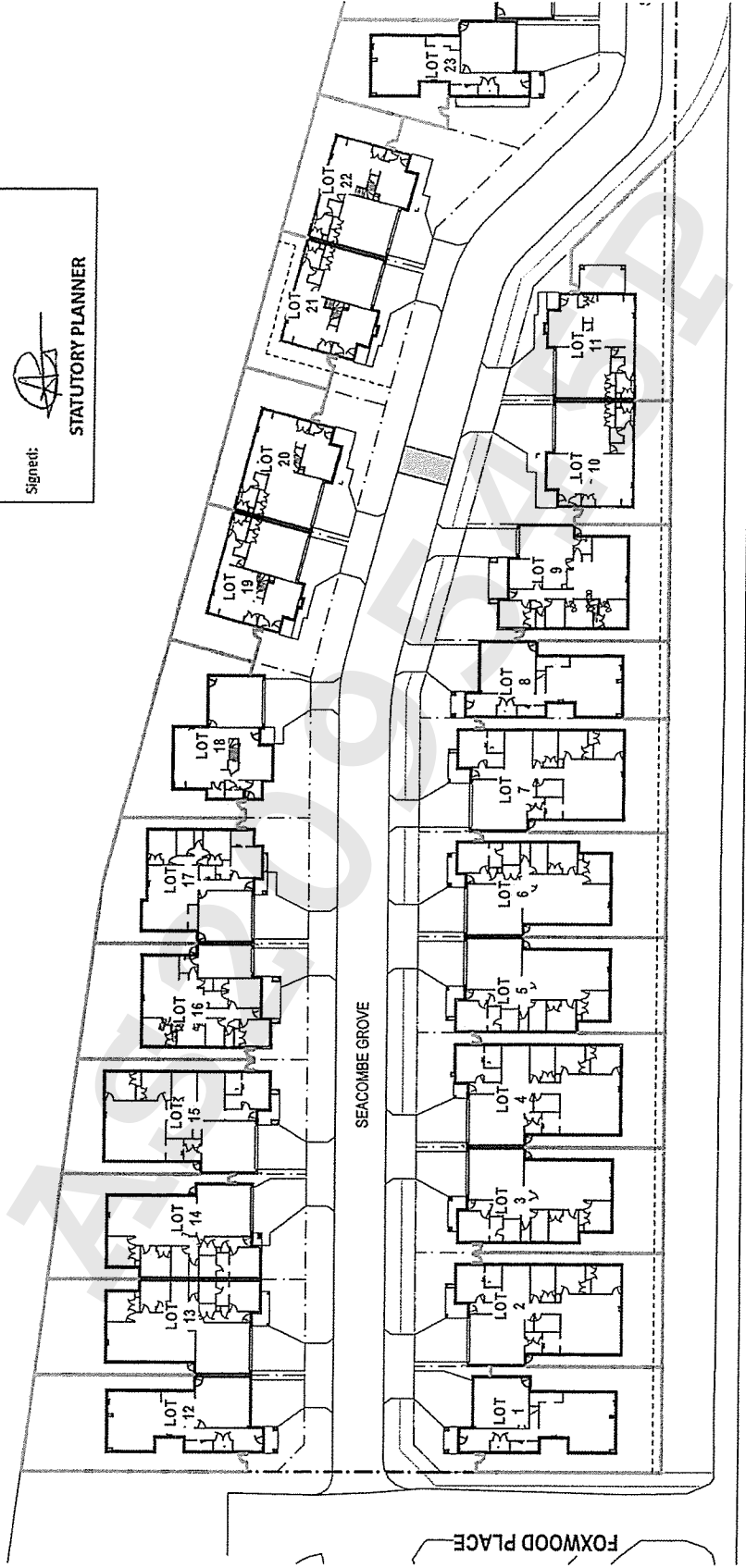
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KEY PLAN



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MORNINGTON PENINSULA PLANNING SCHEME
PLANNING PERMIT NO: P17/1705
SHEET: 31/38
DATE: 09/07/2018
Signed: 
STATUTORY PLANNER



FRANKSTON - FLINDERS ROAD

FENCING PLAN LOTS 1-22

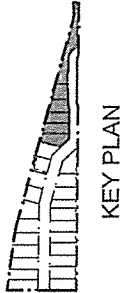


0 5 10 15 20 25m
Scale 1:500 @ A3

1124 FRANKSTON - FLINDERS ROAD SOMERVILLE

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KEY PLAN



FENCE TYPE D
1.8m HIGH BRUSH PANEL
FEATURE FENCE



FENCE TYPE C
1.8m HIGH TIMBER FENCE,
MIN. 75% OPENINGS



FENCE TYPE B
1.8m HIGH TIMBER FENCE WITH
VERTICAL CAPPED TIMBER
PALINGS AND EXPOSED POSTS,
MIN. 50% OPENINGS



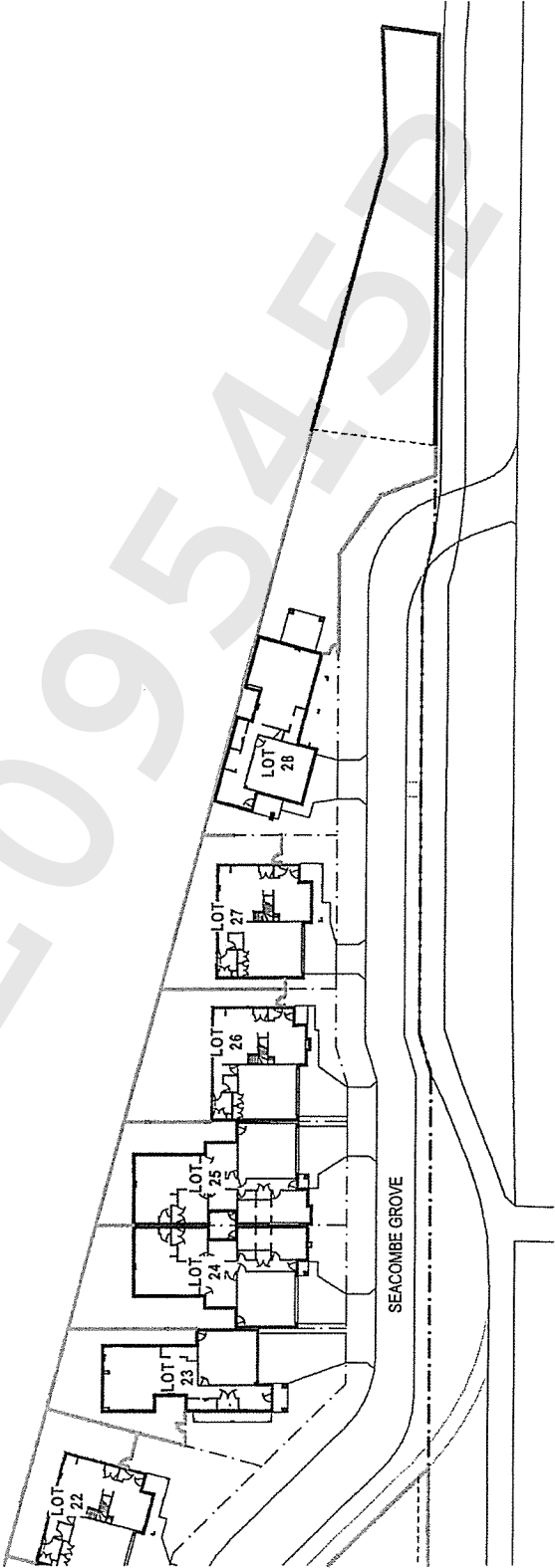
FENCE TYPE A
1.8m HIGH TIMBER PALING
FENCE

ENDORSED PLAN

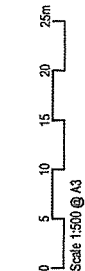
MORNINGTON PENINSULA PLANNING SCHEME
PLANNING PERMIT NO: P17/1705
SHEET: 32/38
DATE: 09/07/2018

Signed:

STATUTORY PLANNER



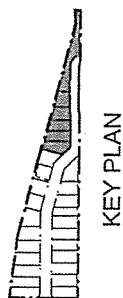
FENCING PLAN LOTS 23-28



1124 FRANKSTON - FLINDERS ROAD
SOMERVILLE

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LEGEND

GARDEN AREA

ENDORSED PLAN

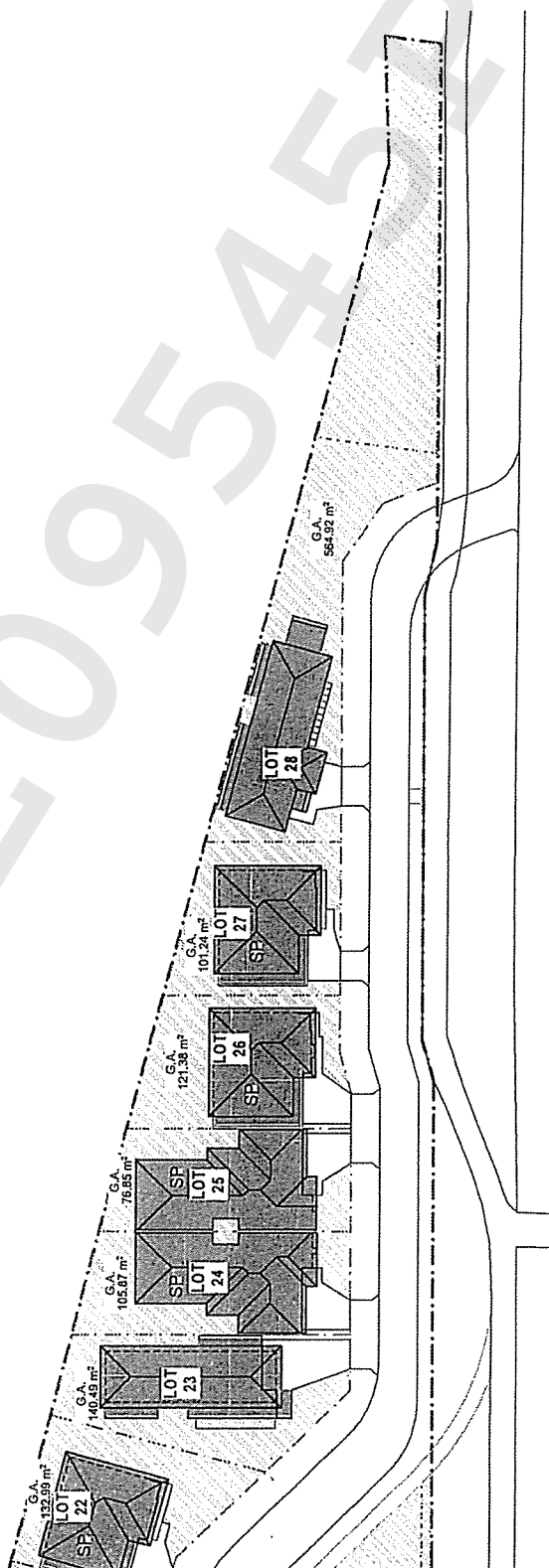
MORNINGTON PENINSULA PLANNING SCHEME
PLANNING PERMIT NO: P17/1705
SHEET: 34/38
DATE: 09/07/2018

PLANNING PERM
SHEET: 34/38

DATE: 09/07/2018

Signed:

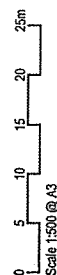
STATUTORY PLANNER



GARDEN AREA PLAN LOT 23-28

1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE



1. *Phragmites australis* (Cav.) Trin. ex Steud.

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	1	2	3	4	5	6	7	8	9	10
HOUSE TYPE	SOFIA 2308	AQUILA 2012	ALPHA 1710	AQUILA 2012	ALPHA 1710	ALPHA 1710	AQUILA 2012	SOFIA 2308	ZETA 1712	VELLA 2114
LOT AREA (m²)	309	341	313	341	286	313	341	227	305	278
HOUSE AREA (m²)	124.93	191.82	161.73	191.82	161.73	161.73	191.82	124.93	157.26	118.11
Bedrooms	4	4	3	4	3	3	4	4	3	4
Carparks	2	2	2	2	2	2	2	2	2	2
Garden Area (m²)	140.61	113.8	119.02	114.92	95.75	120.93	114.98	66.07	117.94	115.79
Garden Area (%)	45.50%	33.37%	38.03%	33.70%	33.48%	38.64%	33.72%	29.11%	38.67%	41.65%

	11	12	13	14	15	16	17	18	19	20
HOUSE TYPE	VELLA 2114	SOFIA 2308	ALPHA 1710	ALPHA 1710	AQUILA 2012	ZETA 1712	LAMBDA 1614	INDUS 2416	VELLA 2114	VELLA 2114
LOT AREA (m²)	327	316	306	319	327	311	311	324	250	250
HOUSE AREA (m²)	118.11	124.93	161.73	161.73	191.82	157.26	153.96	122.64	118.11	118.11
Bedrooms	4	4	3	3	4	3	3	4	4	4
Carparks	2	2	2	2	2	2	2	2	2	2
Garden Area (m²)	153.55	152.57	112.13	112.84	100.73	121.75	112.67	157.54	100.5	98.02
Garden Area (%)	46.96%	48.28%	36.64%	33.37%	30.80%	39.15%	36.23%	48.62%	40.20%	39.21%

	21	22	23	24	25	26	27	28
HOUSE TYPE	VELLA 2114	VELLA 2114	SOFIA 2308	DELTA 1408	DELTA 1408	VELLA 2114	VELLA 2114	LOT 28
LOT AREA (m²)	250	285	318	284	255	275	250	735
HOUSE AREA (m²)	118.11	118.11	124.93	150.3	150.3	118.11	118.11	119.13
Bedrooms	4	4	4	3	3	4	4	3
Carparks	2	2	2	2	2	2	2	2
Garden Area (m²)	100.34	132.99	140.49	105.87	76.85	121.38	101.24	564.92
Garden Area (%)	40.14%	46.66%	44.18%	37.28%	30.14%	44.14%	40.50%	76.86%

LOT AREA (m²)	11,460
SITE COVERAGE (%)	35.18%
PERMEABILITY (%)	41.30%

17 LOTS IN EXCESS OF 300m² IN ACCORDANCE WITH CONDITION 1(b) OF PLANNING PERMIT.
AVERAGE LOT AREA BETWEEN LOTS 23 TO 28 = 352.8m² IN ACCORDANCE WITH CONDITION 1(c) OF PLANNING PERMIT.
NO LOTS BETWEEN LOTS 23 TO 28 ARE BELOW 250m² IN ACCORDANCE WITH CONDITION 1(c) OF PLANNING PERMIT.

COMPLIANCE SCHEDULES

1124 FRANKSTON - FLINDERS ROAD
SOMERVILLE

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Mornington Peninsula Shire
Private Bag 1000,
Besgrove Street, Rosebud 3939

IN
2024

ABN 53 159 890 143

For general enquiries, call us or visit our website

📞 mornpen.vic.gov.au

📞 1300 850 600 (local call, fees apply)



032-3915 (8406)

S Nixon
C/- Baywest Real Estate (Vic) Pty Ltd
PO Box 254
HASTINGS VIC 3915

Property details

4 Seacombe Grove SOMERVILLE VIC 3912
Lot 13 PS 814076 Vol 12142 Fol 392

Financial details

3rd Instalment
(including arrears where applicable)

\$354.80

Due 28 February 2025

Notes

The Mornington Peninsula Shire imposes a surcharge on all credit and debit card payments.

Scan to pay

Pay in full or choose
flexible payment options
that suit you.



Scan the QR code on your phone or visit mornpen.vic.gov.au to pay in full
or choose from flexible weekly, fortnightly or monthly instalments.

New

- Helpful reminders
- Pay by card or bank
- Flexible Direct Debit
- No extra fees



Payable



VISA



Post Billpay
Billpay code: 3064
Ref no: 1486261

Pay in person at any post office, by phone
📞 13 18 16 or go to 🌐 postbillpay.com.au



Billers code: 20537
Ref no: 4001486261

BPAY® this payment via Internet
or phone banking.



*3064 1486261

2024-25

Rate Instalment Notice



MORNINGTON
PENINSULA
Shire

Property number

148626

Total amount due

\$354.80

Due date

28 February 2025

Date of issue

28 January 2025



Get your rates
notice via email.

📞 mornpen.ezybill.com.au

The rating year: 01/07/2024 to 30/06/2025.

Payment plan and differential rates info:

📞 mornpen.vic.gov.au/rates

Property owners:

S Nixon

Southern Peninsula Conv
E-mail: spc05@spconveyancing.com.au

Statement for property:
LOT 13 4 SEACOMBE GROVE
SOMERVILLE 3912
13 PS 814076

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03S//00017/00005	Nixon 25176	23 MAY 2025	49395338

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/04/2025 to 30/06/2025	\$21.79
Melbourne Water Corporation Total Service Charges	01/04/2025 to 30/06/2025	\$30.52

(b) By South East Water

Water Service Charge	01/04/2025 to 30/06/2025	\$22.58
Sewerage Service Charge	01/04/2025 to 30/06/2025	\$98.05
Subtotal Service Charges		\$172.94

TOTAL UNPAID BALANCE \$172.94

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

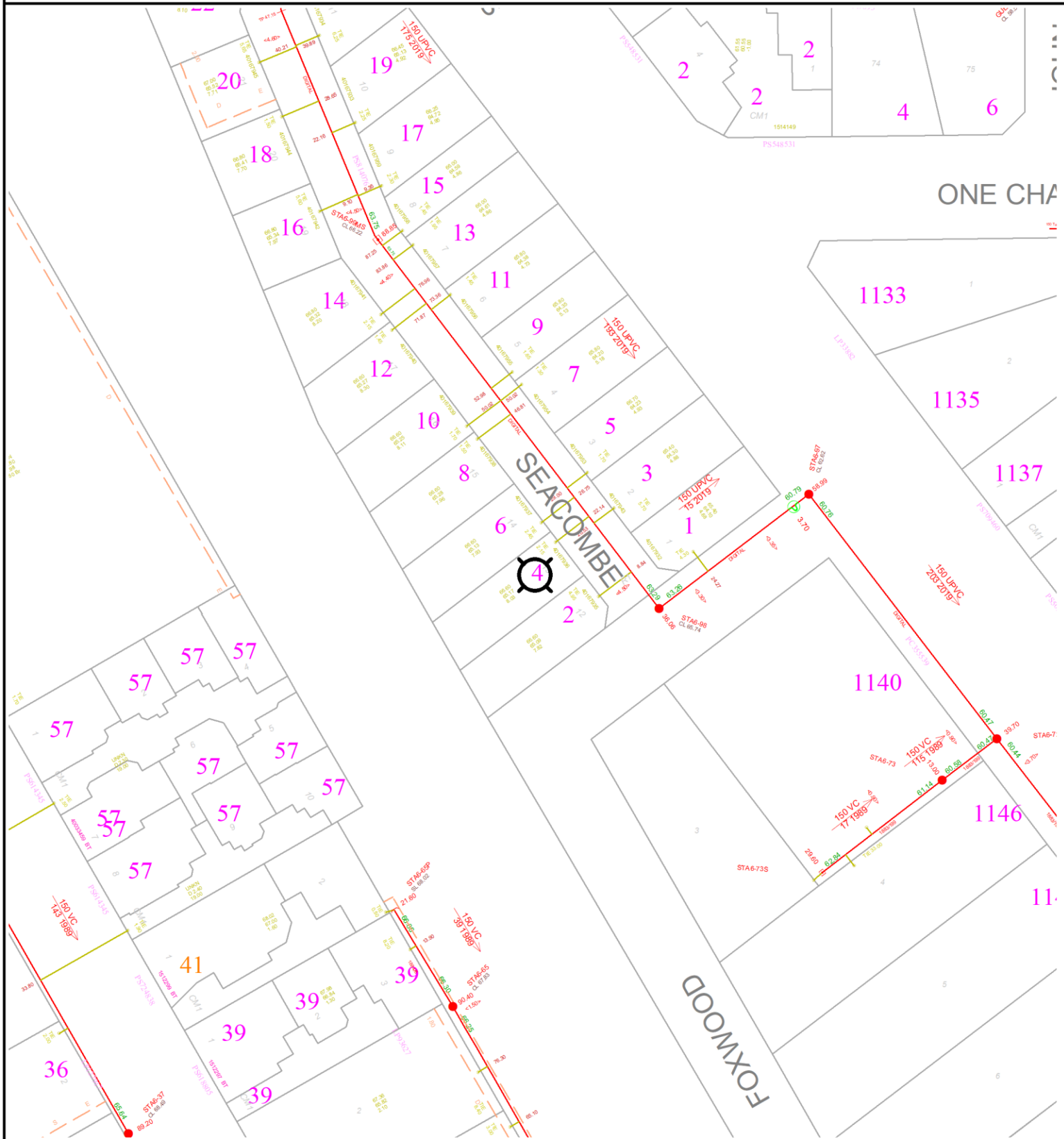
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



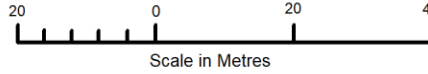
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

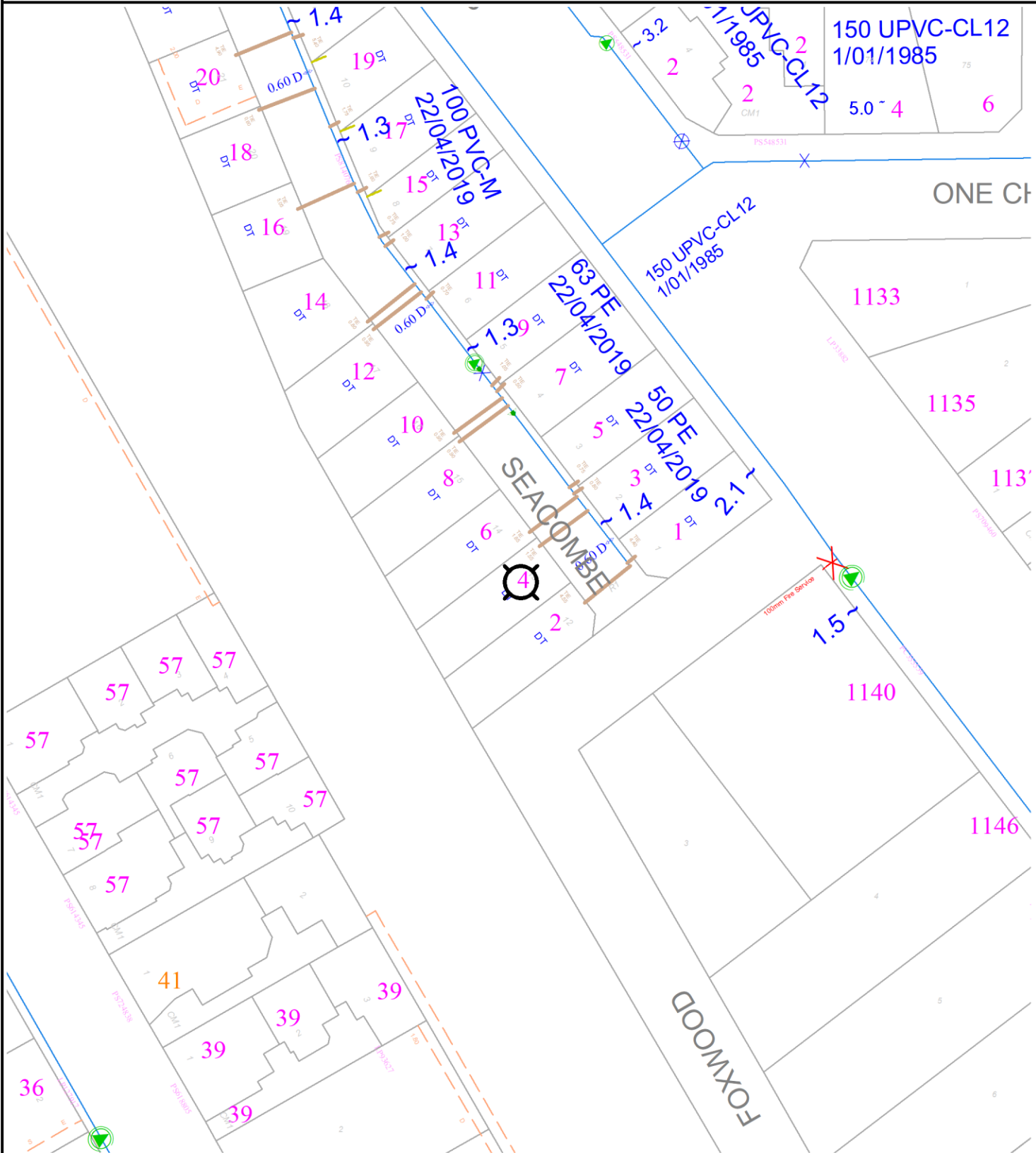


Property: Lot 13 4 SEACOMBE GROVE SOMERVILLE 3912

Case Number: 49395338



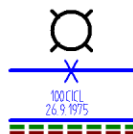
Date: 23MAY2025



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

- Title/Road Boundary
- - - - - Proposed Title/Road
- - - - - Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- Offset from Boundary

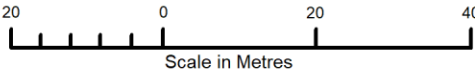


ASSET INFORMATION - RECYCLED WATER

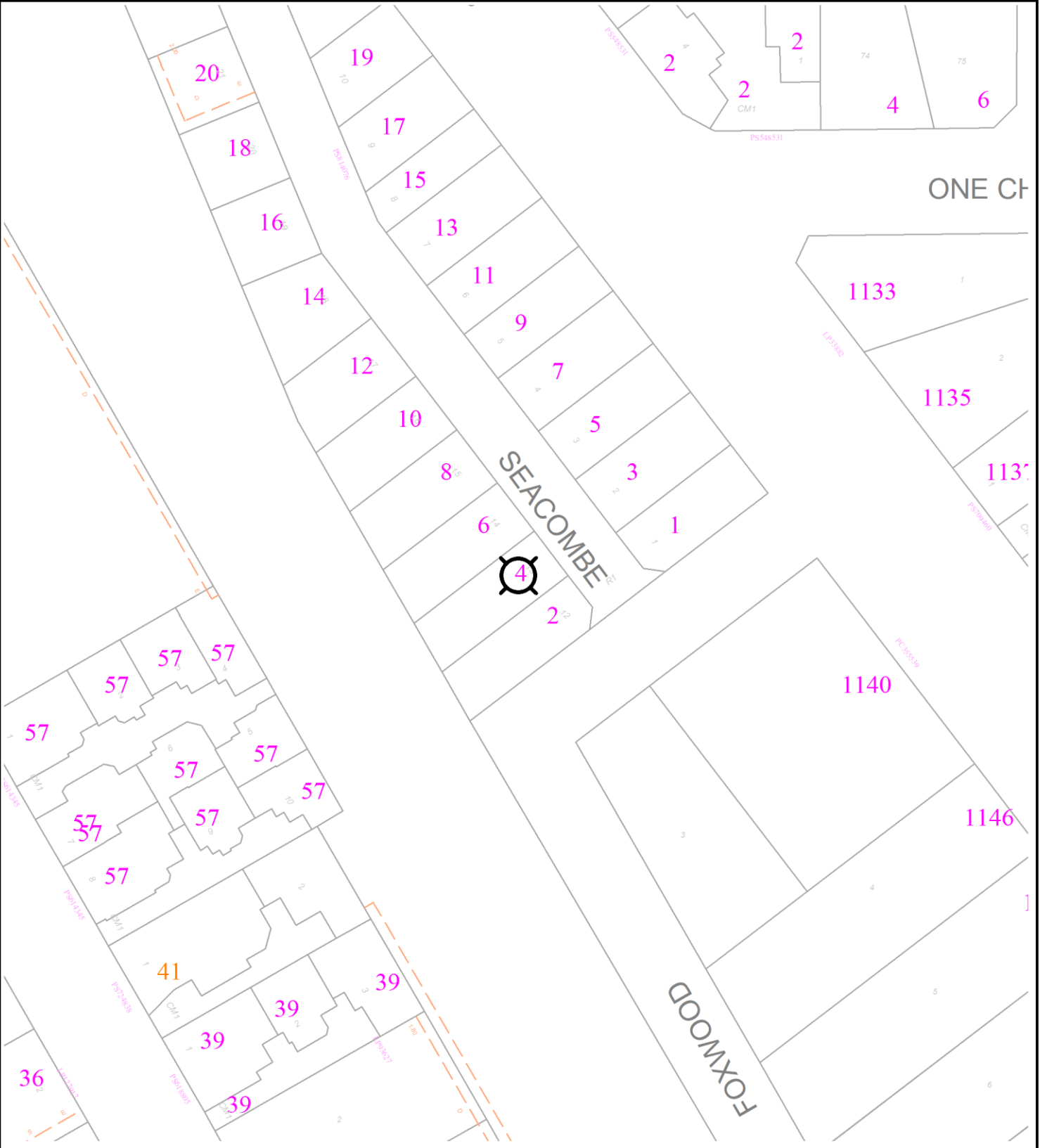
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 13 4 SEACOMBE GROVE SOMERVILLE 3912








Case Number: 49395338



Date: 23MAY2025



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND					
	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Recycled Water Main Valve		Fireplug/Washout
	Easement		Recycled Water Main & Services		Offset from Boundary

Property Clearance Certificate

Land Tax



SP CONVEYANCING VICTORIA PTY LTD

Your Reference:	LD:76877542-013-2.NIXON 25
Certificate No:	91049803
Issue Date:	23 MAY 2025
Enquiries:	ESYSPROD

Land Address: 4 SEACOMBE GROVE SOMERVILLE VIC 3912					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
46475465	13	814076	12142	392	\$1,010.82

Vendor: SALVINA NIXON
Purchaser: APPLICATION VENDOR

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS SALVINA NIXON	2025	\$320,000	\$1,299.62	\$0.00	\$1,010.82

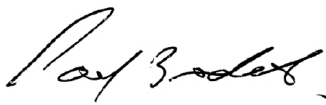
Comments: Land Tax of \$1,299.62 has been assessed for 2025, an amount of \$288.80 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$625,000
SITE VALUE (SV):	\$320,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$1,010.82



Notes to Certificate - Land Tax

Certificate No: 91049803

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,410.00

Taxable Value = \$320,000

Calculated as \$1,350 plus (\$320,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,250.00

Taxable Value = \$625,000

Calculated as \$625,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 91049803

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: 91049803

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



SP CONVEYANCING VICTORIA PTY LTD

Your Reference: LD:76877542-013-2.Nixon 25176

Certificate No: 91049803

Issue Date: 23 MAY 2025

Enquires: ESYSPROD

Land Address: 4 SEACOMBE GROVE SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46475465	13	814076	12142	392	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
112.2	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$625,000
SITE VALUE:	\$320,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91049803

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



SP CONVEYANCING VICTORIA PTY LTD

Your	LD:76877542-013-2.NIXON
Reference:	25176
Certificate No:	91049803
Issue Date:	23 MAY 2025

Land Address: 4 SEACOMBE GROVE SOMERVILLE VIC 3912

Lot	Plan	Volume	Folio
13	814076	12142	392

Vendor: SALVINA NIXON
Purchaser: APPLICATION VENDOR

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 91049803

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<div><div><div>BPAY</div><div></div></div><div><div>Billers Code: 416073</div><div>Ref: 91049809</div></div></div> <div><div>Telephone & Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div>www.bpay.com.au</div></div>	<div><div><div>CARD</div><div></div></div><div><div>Ref: 91049809</div></div></div> <div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61.</div><div>A card payment fee applies.</div><div>sro.vic.gov.au/payment-options</div></div>	<div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div>
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Baywest Real Estate

1/109 High St,
Hastings, VIC 3915

P: 0421473135

E: rentals@baywestrealestate.com.au

ABN: 96521634019



Residential Rental Agreement Renewal

for

4 Seacombe Grove, Somerville VIC 3912

This agreement is between **Salvina Nixon**
and **Brodie White, Kristopher White**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Thu 23/05/2024

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

4 Seacombe Grove, Somerville VICPostcode 3912

3. Rental provider details

Full name or company name of rental provider	Salvina Nixon
Address (if no agent is acting for the rental provider)	Postcode
Phone number	
ACN (if applicable)	
Email address	

Rental provider's agent details (if applicable)

Full name	Baywest Real Estate
Address	1/109 High St, Hastings, VICPostcode 3915
Phone number	0421473135
ACN (if applicable)	
Email address	rentals@baywestrealestate.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Brodie White

Current Address:

4 Seacombe Grove, Somerville VIC 3912

Postcode

Phone number:

Email:

Full name of **renter 2**

Kristopher White

Current Address:

4 Seacombe Grove, Somerville VIC 3912

Postcode

Phone number:

Email:

Full name of **renter 3**

Current Address:

Postcode

Phone number:

Email:

Full name of **renter 4**

Current Address:

Postcode

Phone number:

Email:

5. Length of the agreement

☒ Fixed term agreement

Start date

Wed 17/07/2024

(this is the date the agreement starts
and you may move in)

End date

Wed 16/07/2025

☐ Periodic agreement
(monthly)

Start date

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. Rent

Rent amount(\$) (payable in advance)	<input type="text" value="2304.00"/>
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text" value="17th day of each month"/>
Date first rent payment due	<input type="text" value="Wed 17/07/2024"/>

Method used to calculate the rent increase:

3 Bedroom homes in the Somerville area are currently being let for between \$2433 to \$2520 per calendar month (which is \$560 to \$580 per week.

The increased rent of \$2433 per calendar month (\$560 per week) is calculated using the median rent within this range for a comparable property, based on the previously attached Market Report.

The rent will be increasing to	<input type="text" value="\$2433.00"/>	<input type="text" value="per month"/>	from	<input type="text" value="Sat 17/08/2024"/>
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7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email rtba@justice.vic.gov.au, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)	<input type="text" value="2129"/>
Bond lodgement date	<input type="text" value="Fri 17/07/2020"/>
Bond Lodgement No.	<input type="text" value="14851460"/>

Part B – Standard terms

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

☐ direct debit

☒ bank deposit

☐ cash

☐ cheque

☐ money order

☐ BPay

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB:

083543

Account:

249154849

Account name:

Baywest Real Estate

Bank Reference:

4 Seacombe

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

☒ Yes

Kylie Roberts: rentals@baywestrealestate.com.au

☐ No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 ☒ Yes

Brodie White:

☐ No

Renter 2 ☒ Yes

Kristopher White:

☐ No

Renter 3 ☐ Yes

☐ No

Renter 4 ☐ Yes

☐ No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name

Kylie Roberts

Emergency phone number

0421473135

Emergency email address

rentals@baywestrealestate.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

☒ No

☐ Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

- ☒ The condition report has been provided
☐ The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety related activities

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
- any smoke alarm is correctly installed and in working condition; and
 - any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
- information about how each smoke alarm in the rented premises operates;
 - information about how to test each smoke alarm in the rented premises;
 - information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a

smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
 - (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
 - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
-

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
 - locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
 - damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
 - at any time, if the renter has agreed within the last 7 days; and
 - to do an inspection, but not more than once every 6 months; and
 - to comply with the rental provider's duties under the Act; and
 - to show the premises or conduct an open inspection to sell, rent or value the premises; and
 - to take images or video for advertising a property that is for sale or rent; and
 - if they believe the renter has failed to follow their duties under the Act; and
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

32. Residential Tenancy Database

In accord with Section 439 (1) of the Act Baywest Real Estate will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by Baywest Real Estate subject to the Act.

33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or Baywest Real Estate may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or Baywest Real Estate may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

34. Availability of Premises

Baywest Real Estate will use its best endeavours so that the Premises are available on the Commencement Date.

35. Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or Baywest Real Estate should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

36. Contents Insurance

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior

written consent of the Rental Provider. Any request for consent must be made in writing to Baywest Real Estate.

38. No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or Baywest Real Estate in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

39. Condition Report

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to Baywest Real Estate within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by Baywest Real Estate will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

40. No Promise of Renewal

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or Baywest Real Estate in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

41. Rental Provider Termination

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

42. Lost Keys

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. Baywest Real Estate does not guarantee that it holds a spare set of keys to the Premises at its offices.

43. Extra Keys

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to Baywest Real Estate at the end of the tenancy without reimbursement.

44. Floor Protection

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

45. Changing Locks

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or Baywest Real Estate a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

46. Comply with Insurance

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

47. No Invalidating Insurance

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

48. Protection Against Damage

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or Baywest Real Estate or their respective contractors.

49. Shared Services

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

50. No Servicing Vehicles

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

51. Report Damage or Injury

The Renter shall notify Baywest Real Estate immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

52. Notify Blockages

The Renter must as soon as practicable notify the Rental Provider or Baywest Real Estate of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or Baywest Real Estate or their respective contractors.

53. Alterations

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

54. Rubbish

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

55. Pests

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

56. Hanging Clothes

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

57. Replace Light Globes

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

58. Smoke Free Zone

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

59. Payment of Rental

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by Baywest Real Estate from time to time.

60. Rental Increase

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

61. Maintain Garden

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

62. Watering System

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, Baywest Real Estate or their contractors.

63. Rental Provider Repairs

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify Baywest Real Estate in writing.

64. Urgent Repairs

The Renter acknowledges that Baywest Real Estate is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact Baywest Real Estate during business hours or after hours information service on 0421473135 or Baywest Real Estate approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. Vehicle Parking

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made

available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

66. Pets

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or Baywest Real Estate. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or Baywest Real Estate may impose reasonable conditions. It is not unreasonable for the Rental Provider or Baywest Real Estate to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or Baywest Real Estate to keep a pet at the Premises the Renter must complete and provide a pet request form.

67. Pools and Water Features

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or Baywest Real Estate has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provided further that at least 7 days' written notice has been given to the Renter.

69. Assignment and Sub-Letting

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or Baywest Real Estate in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or Baywest Real Estate for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of Baywest Real Estate as agent to manage the Premises.

70. Rental Provider Notice

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

71. Renter Notice

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

72. Periodic Tenancy

If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

73. Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Baywest Real Estate the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by Baywest Real Estate;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

74. Return Keys

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to Baywest Real Estate during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

75. No Set-Off

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

76. Remove Personal Property

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

77. Window Cleaning

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

78. Carpet Cleaning

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide Baywest Real Estate with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

79. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and

Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

80. Electronic Notices

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of Baywest Real Estate. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

81. Change of Electronic Address

The Rental Provider and the Renter must give immediate written notice to the Other Party and Baywest Real Estate if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

82. Withdraw Consent

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or Baywest Real Estate but such notice shall only become effective on receipt by the Rental Provider or Baywest Real Estate.

83. Furnishings

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

84. Care for Furnishings

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

85. Repair/Replacement of Furnishings

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

86. Cost of Repairs/Replacements

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

87. Owners Corporation

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes ☒ No

Comments

-

Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?

If yes, please provide details below.

☐ Yes ☒ No

Comments

-

Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

☐ Yes ☒ No

Comments

-

Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

☐ Yes ☒ No

Comments

-

Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

☒ Yes ☐ No

Comments

-

Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?
If they have been carried out, please provide the dates of the latest applicable checks below.

☒ Yes ☐ No

Comments

-

Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

☐ Yes ☒ No

Comments

-

Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

☐ Yes ☒ No

Comments

-

Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

☐ Yes ☒ No

Comments

-

Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

☐ Yes ☒ No

Comments

-

Heritage Register

Are the premises considered a registered place?
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

☐ Yes ☒ No

Comments

-

Minimum Standards

Do the premises comply with the rental minimum standards?
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).
If the premises does not meet any of the requirements, please provide details below.

☒ Yes ☐ No

Comments

-

Right To Let the Premises

Are you the owner of the property?

If you are not, please advise the specifics of your rights to let the property on the owners behalf.

☒ Yes ☐ No

Comments

-

Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

☐ Yes ☒ No

Comments

-

Renter Acknowledgement

1. Brodie White viewed and acknowledged at Tue, 21/05/2024 15:33 from device: iOS 17.4.1 iPhone Mobile Safari 17.4.1
2. Kristopher White viewed and acknowledged at Thu, 23/05/2024 08:29 from device: iOS 17.4 iPhone Google 317.0.634488990

Privacy Collection Notice

As professional property managers **Baywest Real Estate** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 0421473135

Primary Purpose

As professional property managers, **Baywest Real Estate** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Baywest Real Estate** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

Baywest Real Estate also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Baywest Real Estate** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Baywest Real Estate** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Baywest Real Estate** privacy policy can be viewed without charge on the **Baywest Real Estate** website; or contact your local **Baywest Real Estate** office and we will send or email you a free copy.

Disclaimer

Baywest Real Estate its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Baywest Real Estate** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage

suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider : **Salvina Nixon**



Signed at Thu, 23/05/2024 16:40 , from device: Android 10 K Samsung Internet 25.0

Renter(s)

Renter 1: **Brodie White**



Signed at Tue, 21/05/2024 15:34 , from device: iOS 17.4.1 iPhone Mobile Safari 17.4.1

Renter 2: **Kristopher White**



Signed at Thu, 23/05/2024 08:29 , from device: iOS 17.4 iPhone Google 317.0.634488990

AUDIT TRAIL

Brodie White (Renter)

- Tue, 21/05/2024 15:29 - Brodie White clicked 'start' button to view the Residential Rental Agreement Renewal (iOS 17.4.1 iPhone Mobile Safari 17.4.1, IP: 104.28.90.21)
- Tue, 21/05/2024 15:34 - Brodie White stamped saved signature the Residential Rental Agreement Renewal (iOS 17.4.1 iPhone Mobile Safari 17.4.1, IP: 104.28.90.20)

Tue, 21/05/2024 15:34 - Brodie White submitted the Residential Rental Agreement Renewal (*iOS 17.4.1 iPhone Mobile Safari 17.4.1, IP: 104.28.90.20*)

Kristopher White (Renter)

Wed, 22/05/2024 14:50 - Kristopher White clicked 'start' button to view the Residential Rental Agreement Renewal (*iOS 17.4 iPhone Google 317.0.634488990, IP: 1.145.215.16*)

Thu, 23/05/2024 08:28 - Kristopher White clicked 'start' button to view the Residential Rental Agreement Renewal (*iOS 17.4 iPhone Google 317.0.634488990, IP: 149.167.237.235*)

Thu, 23/05/2024 08:29 - Kristopher White stamped saved signature the Residential Rental Agreement Renewal (*iOS 17.4 iPhone Google 317.0.634488990, IP: 149.167.237.235*)

Thu, 23/05/2024 08:30 - Kristopher White submitted the Residential Rental Agreement Renewal (*iOS 17.4 iPhone Google 317.0.634488990, IP: 149.167.237.235*)

Salvina Nixon (Rental Provider)

Thu, 23/05/2024 16:25 - Salvina Nixon clicked 'start' button to view the Residential Rental Agreement Renewal

Thu, 23/05/2024 16:39 - Salvina Nixon clicked 'start' button to view the Residential Rental Agreement Renewal

Thu, 23/05/2024 16:40 - Salvina Nixon stamped saved signature the Residential Rental Agreement Renewal

Thu, 23/05/2024 16:40 - Salvina Nixon submitted the Residential Rental Agreement Renewal

AGREEMENT END



northpoint building surveyors P/L

ACN 119 709 110

SURVEYORS, CONSULTANTS & INSPECTORS

OCCUPANCY PERMIT

Building Act 1993, Building Regulations 2018 : Regulation 192.

Form 16 Job No:201911229

To Agent

Simonds Homes
PO Box 119, SANDOWN VILLAGE VIC 3171
Phone : 8558 9742 Business : Fax :

Owner Details

Salvina nixon
150 Stuart Road, TYABB VIC 3913
Phone Business : 0490912130 Fax :

Builder :

Mark Simonds Simonds Homes
Level 1, 570 St Kilda Road, MELBOURNE VIC 3001
Phone : 83458400 Mobile : Fax :

Project Address :

No. 4, Lot 13, Seacombe Grove, SOMERVILLE 3912
Municipality: Mornington Peninsula Shire Council

title: 814076C Volume: 12142 Folio: 392

site area m²: 306

Nature of Building

Construction of a detached dwelling and garage

Total new floor area, m²: 161

No of storeys : 1

Allowable live load : Project: 1a(a)
10a

Directions:

All directions under Part 4 of the Building Act 1993 have been complied with.

Inspection Type

SCREW PILE LOG
PRE-SLAB
STEEL REINFORCEMENT
FRAMEWORK Re-Inspection
FINAL INSPECTION (steps)

Approval Date

20/01/2020
15/01/2020
17/01/2020
06/02/2020
26/05/2020

Occupancy Permit No: 6987548215404

Issue Date :01 June 2020

Signed

RELEVANT BUILDING SURVEYOR Vito Munafo Registration BS-U20159

The building or part of a building to which this permit applies is suitable for occupation. This Occupancy Permit does not constitute a statement of compliance with the Building Act 1993 or the Building Regulations 2006.

PROPERTY REPORT

From www.land.vic.gov.au at 26 May 2025 11:32 AM

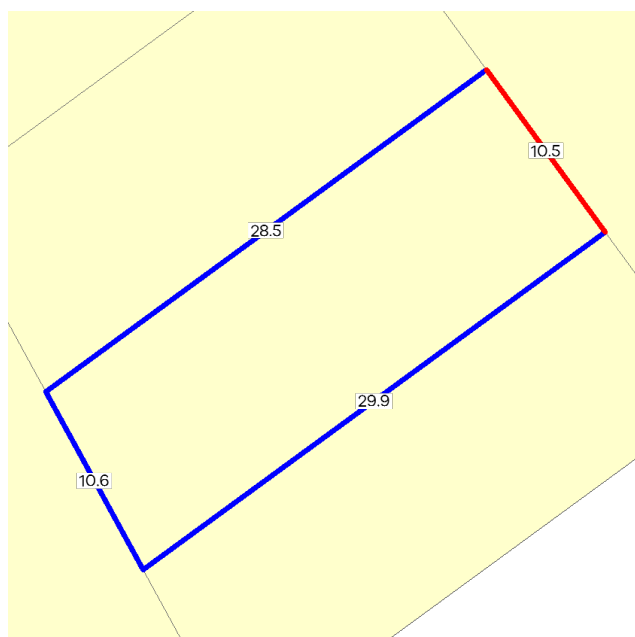
PROPERTY DETAILS

Address: **4 SEACOMBE GROVE SOMERVILLE 3912**
Lot and Plan Number: **Lot 13 PS814076**
Standard Parcel Identifier (SPI): **13\PS814076**
Local Government Area (Council): **MORNINGTON PENINSULA**
Council Property Number: **148626**
Directory Reference: **Melway 148 F1**

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SITE DIMENSIONS

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



Area: 307 sq. m

Perimeter: 79 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **HASTINGS**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map

