

Contract of Sale of Real Estate*

Property address **8 SEACOMBE GROVE SOMERVILLE 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/...../2024

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:
..... on/...../2024

Print name(s) of person(s) signing: MARTIN DEMPSTER SUZANNE DEMPSTER

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 <i>Sale of Land Act</i> 1962)	EXCEPTIONS: The 3-day cooling-off period does not apply if:
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.	<ul style="list-style-type: none">• you bought the property at or within 3 clear business days before or after a publicly advertised auction;
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.	<ul style="list-style-type: none">• 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 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.	<ul style="list-style-type: none">• 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.

Particulars of sale

Vendor's Estate Agent

O'BRIEN REAL ESTATE SOMERVILLE

3/1065 Frankston - Flinders Rd, Somerville VIC 3912

Tel: 5977 8877

Fax:

Vendor

MARTIN DEMPSTER & SUZANNE DEMPSTER

of 8 Seacombe Grove Somerville 3912

Vendor's legal practitioner or conveyancer

J & L LAWYERS PTY LTD trading as SANDCORP CONVEYANCING

of Suite 5, 23-25 Melrose Street, Sandringham 3191

Tel: 9533-1555

Fax: 8678-1236

Email: contact@sandcorp.com.au

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: 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 394	15	PS814076C

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: **8 SEACOMBE GROVE SOMERVILLE 3912**

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

Existing fixed floor coverings, light fittings, window furnishings and fixtures of a permanent nature

Payment (general condition 11)

Price	\$	
Deposit	\$	10% of the purchase price payable upon signing hereof
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 ____ / ____ / 202__

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

- the above date; and
- 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.

If '**subject to lease**' then particulars of the lease are :

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

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

1. If there is more than one purchaser, it is the purchaser's responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
2. If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers responsibility to pay any additional duty which may be assessed as a result of the variation.
3. The purchasers fully indemnify the vendor, the vendor's agent and the vendors conveyancing representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract
4. The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the Due Date") the vendor will or may suffer the following losses and expenses which the Purchaser shall be required to, and agrees to, pay to the vendor in addition to the interest payable in accordance with the terms of the Contract:
 - 4.1. All costs associated with obtaining bridging finance to complete the vendor's purchase of another property, and interest charged on such bridging finance;
 - 4.2. Interest payable by the Vendor under any existing mortgage over the property calculated from the due date;
 - 4.3. Accommodation and/or storage expenses necessarily incurred by the Vendor.
 - 4.4. Costs and expenses as between the Vendor's Conveyancer and/or Solicitor and the Vendor;
 - 4.5. Penalties payable by the Vendor to a third party through any delay in completion of the vendor's purchase.
5. The purchaser hereby acknowledges and declares that he has purchased the property as a result of his own inspections and enquires of the property including all spas, pools, buildings and structures thereon.
 - 5.1. The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with building regulations and relevant legislation and by-laws.
 - 5.2. Any failure to comply with such regulations, legislation and by-laws shall not be deemed to constitute a defect in title.
 - 5.3. The purchaser shall not claim compensation nor require the vendor to comply with the abovementioned laws and regulations.
6. General conditions 15.2(b), 24.4, 24.5 and 24.6 are deleted.
7. **Acceptance of title**

General condition 12.4 is added:

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

General Conditions

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

- 2.1 The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2 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 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.
- 2.3 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.
- 2.4 The warranties in general conditions 2.2 and 2.3 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.
- 2.5 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*.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the *Building Act 1993* have the same meaning in general condition 2.5.

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 predominately 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 be described by a 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 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 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 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 The purchaser must pay the deposit:

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

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

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

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

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

11.4 At settlement, payments may be made or tendered:

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

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

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

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do 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 a farming business and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

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

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

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

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

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

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

13.8 In this general condition:

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

14. LOAN

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

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

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

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

15. ADJUSTMENTS

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

The following guarantee shall be executed by each person who executes this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation)

GUARANTEE

I/WE

Of

(hereinafter called "the Guarantors") IN CONSIDERATION of the within-named Vendor(s) selling to the within-named Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective Executors and administrators JOINTLY AND SEVERALLY COVENANT with the Vendor(s) and their assignees that if at any time default shall be made in payment of the deposit or residue of purchase money or interest or any other moneys payable by the Purchaser(s) to the Vendor(s) under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser(s) I/We will forthwith on demand by the Vendor(s) pay to the Vendor(s) the whole of the deposit money, residue of purchase money, interest or other moneys which shall then be due and payable to the Vendor(s) and hereby indemnify and agree to keep the Vendor(s) 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(s) may incur by reason of any default on the part of the Purchaser(s). 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(s) on enforcing payment of any 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 being given to the Purchaser(s) for any such payment performance or observance.
- (d) By reason of the Vendor(s) 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 us, our executors or administrators.

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

Day of 201__

SIGNED SEALED AND DELIVERED

By the said

In the presence of :

Adult Witness:

SIGNED SEALED AND DELIVERED

By the said

In the presence of :

Adult Witness:

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	8 SEACOMBE GROVE SOMERVILLE 3912
-------------	---

Vendor's name	MARTIN DEMPSTER	Date 16 / 4 / 24
Vendor's signature	<i>Shelly Brown</i> PER	

Vendor's name	SUZANNE DEMPSTER	Date 16 / 4 / 24
Vendor's signature	<i>Shelly Brown</i> PER	

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

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

AUTHORITY	AMOUNT	INTEREST(if any)
(1) Mornington Peninsula Shire Council	As attached	
(2) South East Water	As attached	
(3) State Revenue Office	As attached	

Their total does not exceed - \$3,000.00

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

Not Applicable

1.2 Terms Contract

Not Applicable

1.3 Sale Subject to Mortgage

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

Particulars of any insurance in respect of any damage to or destruction to the property (required when the purchaser carries the risk of the property from the day of sale until settlement)-.

Not Applicable

2.2 Owner Builder

Particulars of any required insurance effected under the Building Act 1993 (required where the property includes a residence to which Section 137B of the Building Act 1993 applies)-.

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

As Attached

3.2 Road Access

There is access to the property by road

3.3 Designated Bushfire Prone Area

The land is not in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*

3.4 Planning Scheme

3.4.1.1 Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

5. BUILDING PERMITS

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

See Attached

6. OWNERS CORPORATION

The land is not affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

- 9.1 Certificate of Title Volume 12142 Folio 394
- 9.2 Plan of Subdivision PS814076C

10. SUBDIVISION

10.1 Unregistered Subdivision

Not Applicable

10.2 Staged Subdivision

Not Applicable

10.3 Further Plan of Subdivision

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

Is Attached

13. ADDITIONAL ATTACHMENTS

- *Planning Certificate*
- *Water Information Statement*
- *Property Planning Report*
- *Council Rates Notice of Assessment*
- *Land Tax Clearance Certificate*
- *Occupancy Permit*

Due Diligence Checklist

What you need to know before buying a residential property

Before buying 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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Due Diligence Checklist

What you need to know before buying a residential property

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 394

Security no : 124114024911H
Produced 09/04/2024 12:40 PM

LAND DESCRIPTION

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

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
SUZANNE DEMPSTER
MARTIN DEMPSTER both of UNIT 304 2A MAJOR STREET HIGHETT VIC 3190
AS489752R 30/08/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV780533E 24/06/2022
COMMONWEALTH BANK OF AUSTRALIA

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: 8 SEACOMBE GROVE SOMERVILLE VIC 3912

ADMINISTRATIVE NOTICES

NIL

eCT Control 18601V BANKWEST
Effective from 16/09/2022

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS814076C
Number of Pages (excluding this cover sheet)	5
Document Assembled	09/04/2024 12:40

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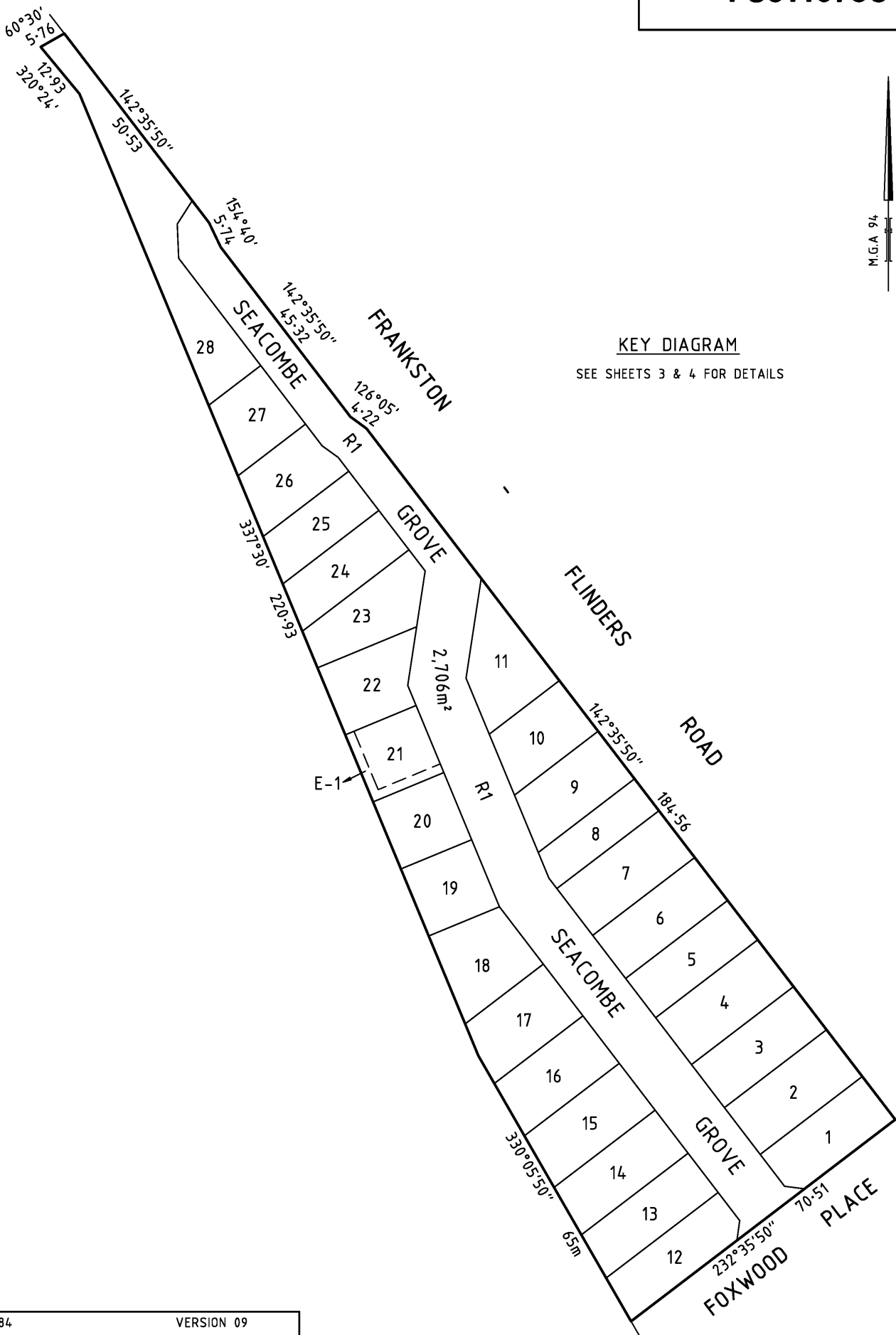
PLAN OF SUBDIVISION		EDITION 1	PS814076C		
LOCATION OF LAND PARISH TYABB TOWNSHIP - SECTION - CROWN ALLOTMENT - CROWN PORTION 19 (PART) TITLE REFERENCES VOL.1184.6 FOL.632 LAST PLAN REFERENCE LOT 2 ON PS733537R POSTAL ADDRESS (AT TIME OF SUBDIVISION) 1124 FRANKSTON-FLINDERS ROAD SOMERVILLE 3912 MGA CO-ORDINATES (APPROX. CENTROID) E 340 510 ZONE 55 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 ENCUMBERANCE 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 PLAN REGISTERED TIME: 4:16pm DATE: 15/8/2019	SHEET 1 OF 5 SHEETS Roger Mellor Assistant Registrar of Titles

PS814076C



KEY DIAGRAM

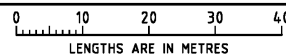
SEE SHEETS 3 & 4 FOR DETAILS



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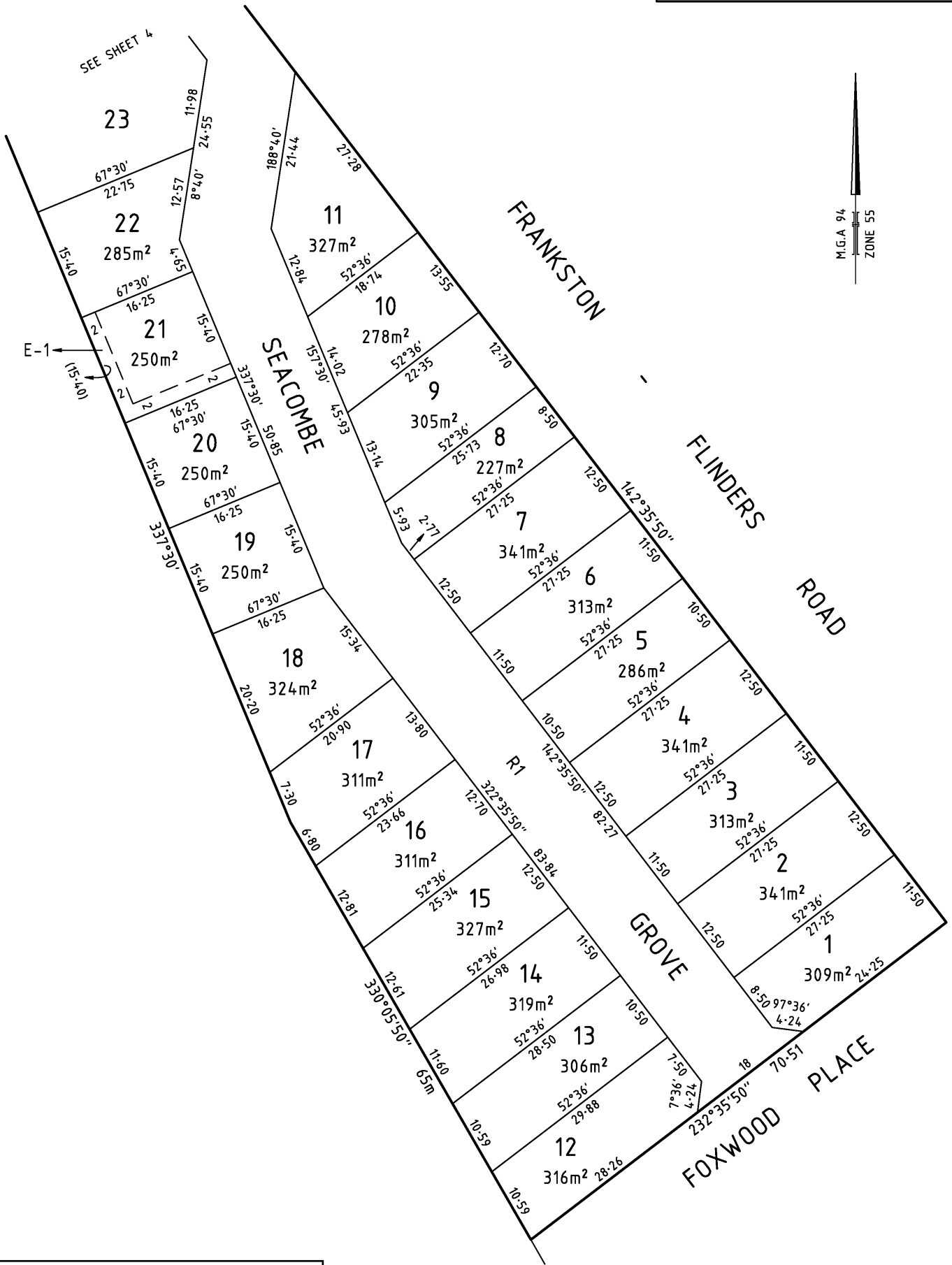
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SHEET 2

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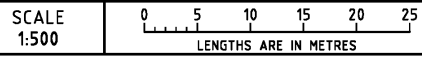
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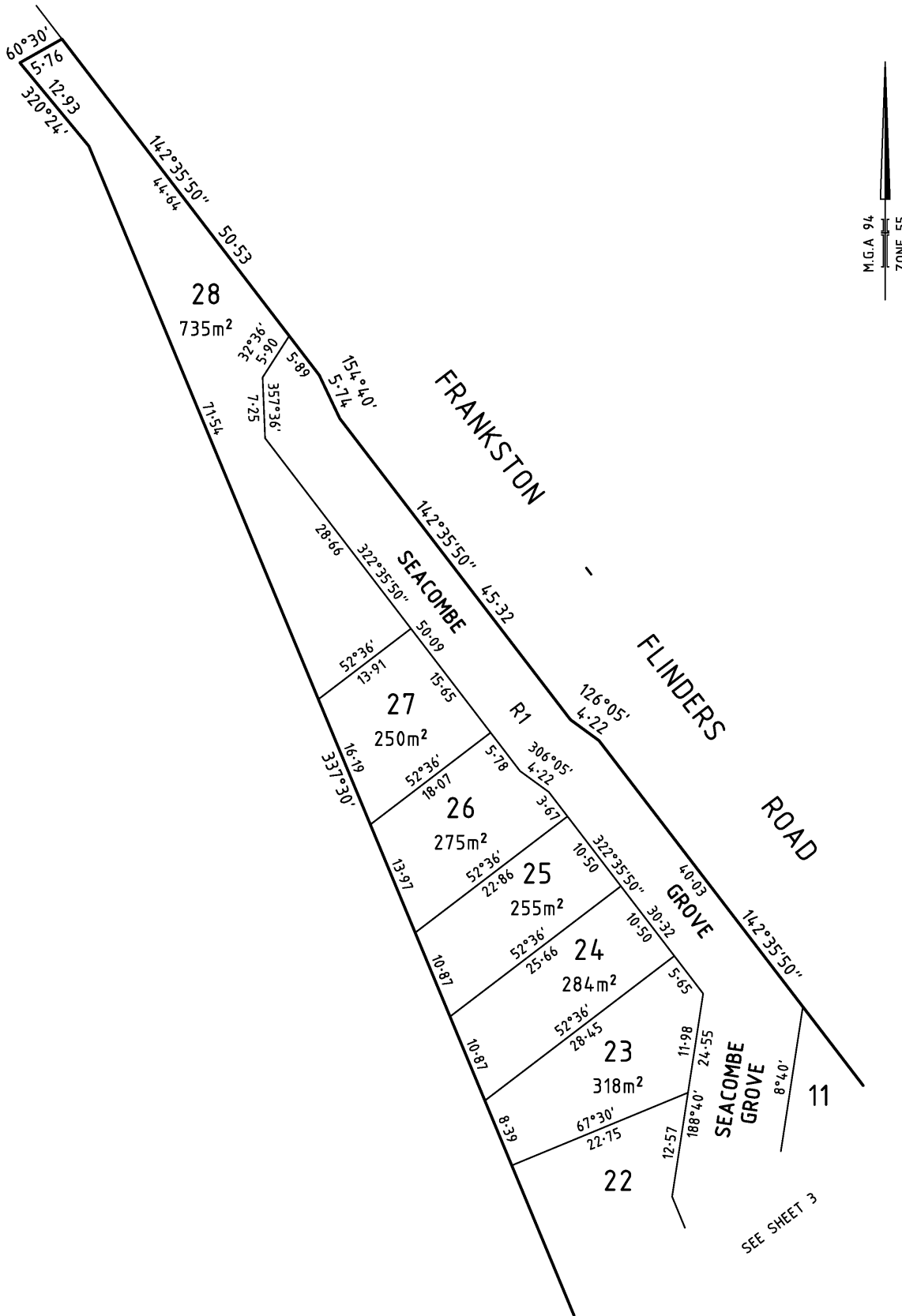


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SHEET 4

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 20/06/2019,
 SPEAR Ref: S126076M

PS814076C

SCHEDULE

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED:

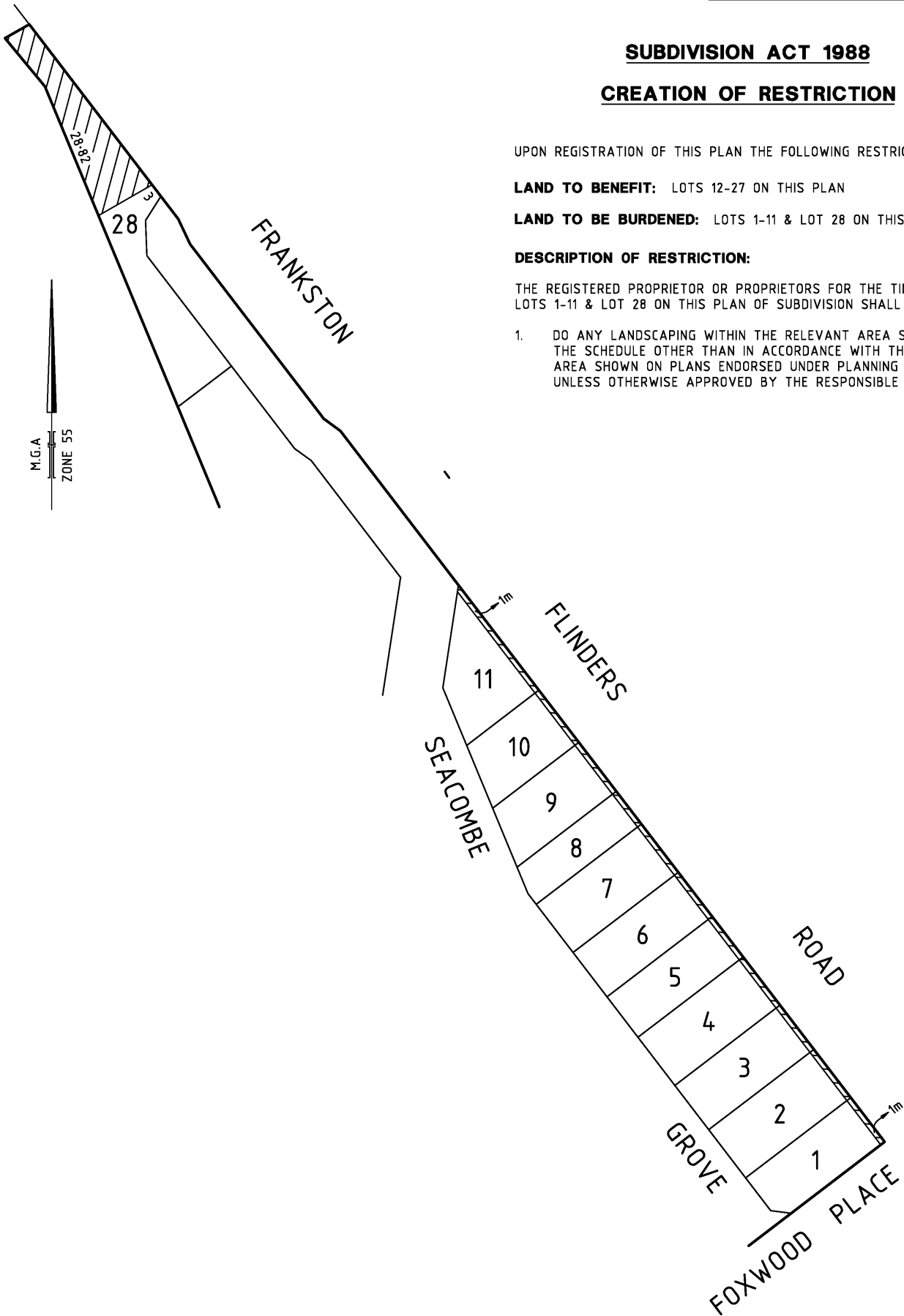
LAND TO BENEFIT: LOTS 12-27 ON THIS PLAN

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:

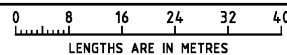
- DO ANY LANDSCAPING WITHIN THE RELEVANT AREA SHOWN HATCHED ON THE SCHEDULE OTHER THAN IN ACCORDANCE WITH THE TREE PLANTING AREA SHOWN ON PLANS ENDORSED UNDER PLANNING PERMIT P17/1705 UNLESS OTHERWISE APPROVED BY THE RESPONSIBLE AUTHORITY



REF. 13784 VERSION 09
 COMPUTER FILE: 3784sh5.DWG DATE: 20/03/2019

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SHEET 5

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 09/05/2019, SPEAR Ref: S126076M

Digitally signed by:
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 20/06/2019,
 SPEAR Ref: S126076M



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 09/04/2024 12:40:14 PM

Status	Registered	Dealing Number	AS209545P
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

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 Type	Instrument
Document Identification	AS209545P
Number of Pages (excluding this cover sheet)	46
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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
AND ENVIRONMENT ACT 1987**

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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.

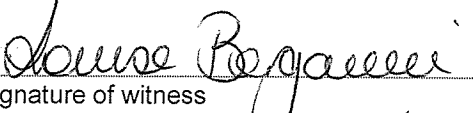
AS209545P

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:

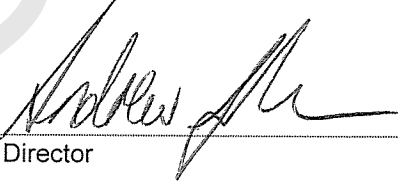

Signature of witness

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

<p>SIGNED SEALED AND DELIVERED by:</p> <p><i>Aden Liaw</i></p> <p>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:</p> <p></p> <p>Signature of witness</p> <p><i>Billy Ben Tip Lo</i></p> <p>Print name of witness</p>	<p>) <i>Aden Liaw</i></p> <p>)</p>
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AS209545P

ANNEXURE A – Development Plans

AS209545P

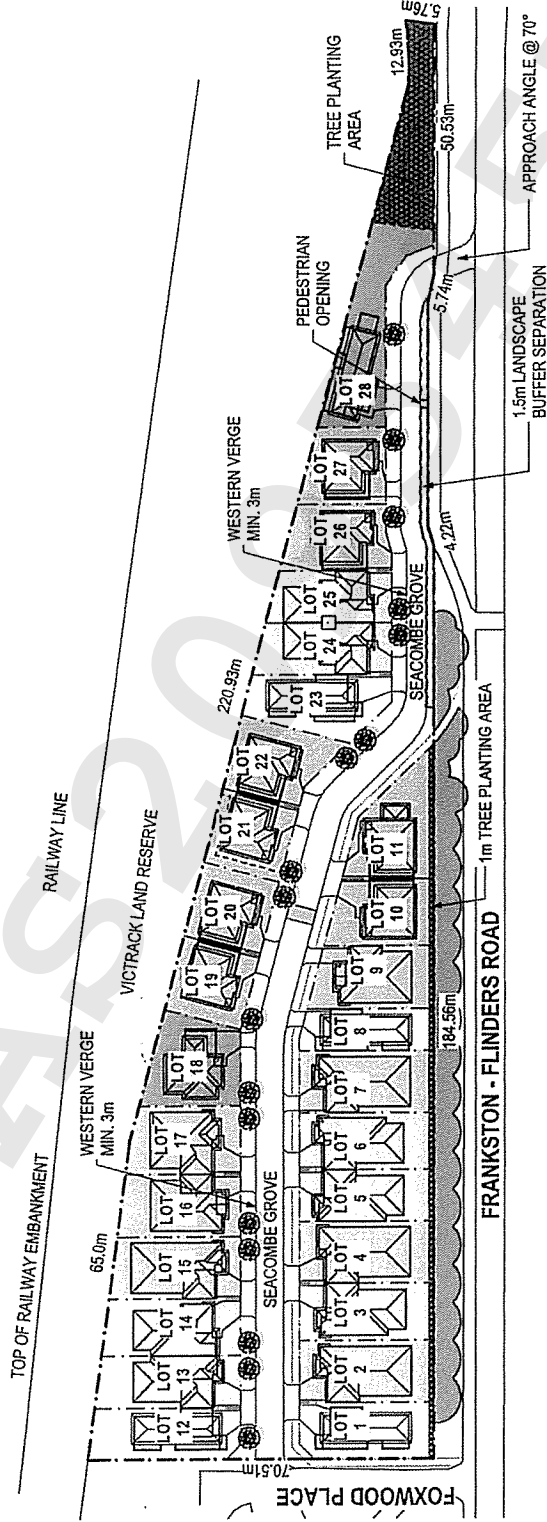
ENDORSED PLAN
 MORNINGTON PENINSULA PLANNING SCHEME
 PLANNING PERMIT NO: P17/1705
 SHEET: 1/38
 DATE: 09/07/2018

Signed: 
 STATUTORY PLANNER

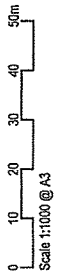
SITE SUMMARY

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




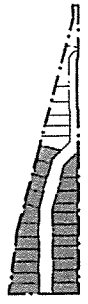
1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE



ENDORSED PLAN
 MORNINGTON PENINSULA PLANNING SCHEME
 PLANNING PERMIT NO: P171705
 SHEET: 2/38
 DATE: 09/07/2018

Signed: 
STATUTORY PLANNER



KEY PLAN



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

SITE LAYOUT PLAN LOT 1-22



Scale 1:500 @ A3

1124 FRANKSTON - FLINDERS ROAD
 SOMERVILLE

FRANKSTON - FLINDERS ROAD

FOXWOOD PLACE WORKS TO COUNCILS SATISFACTION

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BIN COLLECTION CONCEPT LAYOUT PLAN


1124 FRANKSTON - FLINDERS ROAD SOMERVILLE



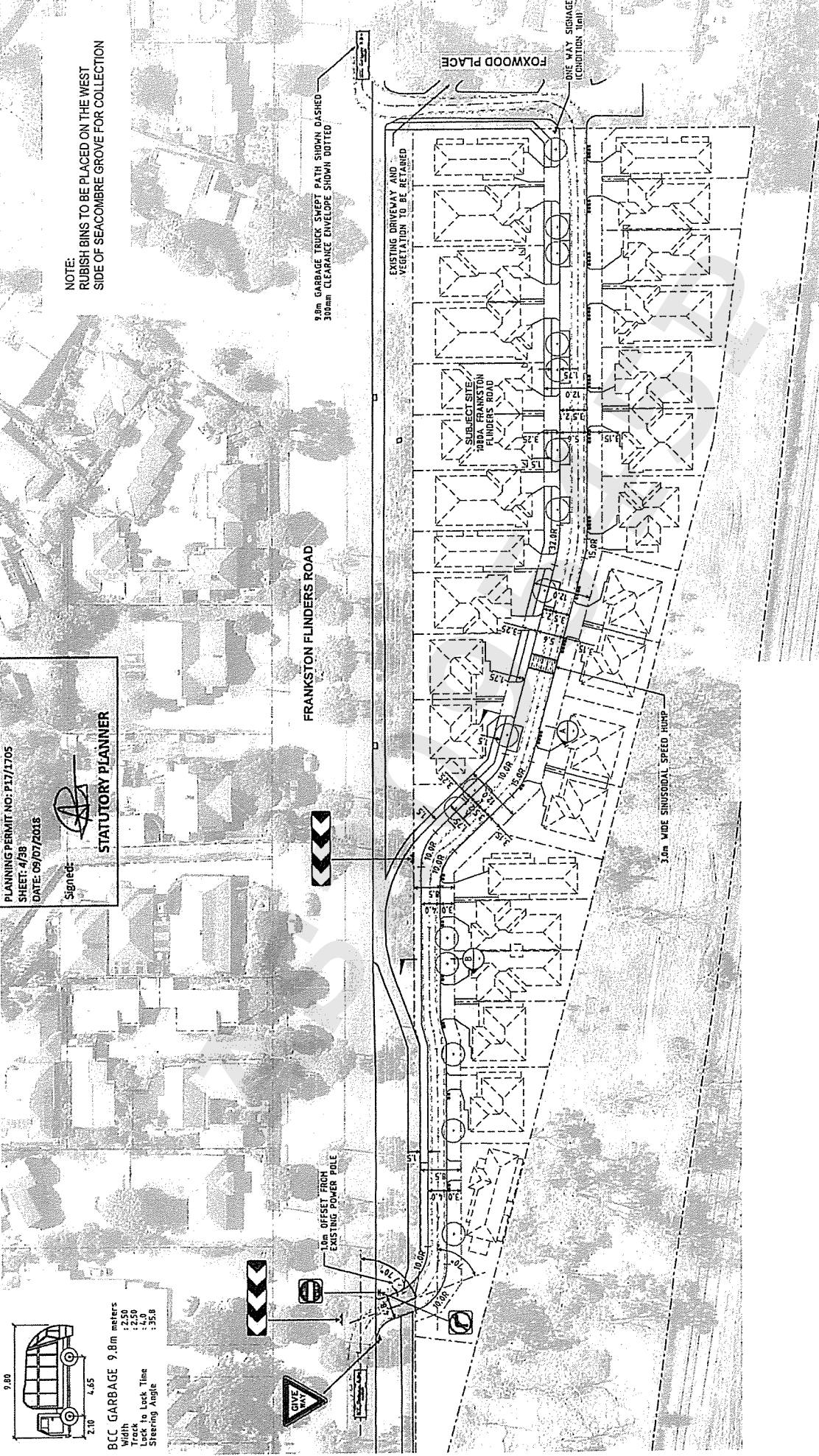
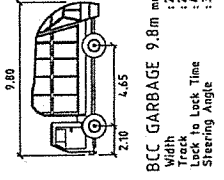
Scale 1:150 @ A3
0 7.5 15 22.5 30 37.5m

File: 20180714_MPS_Architects_Plan_1124 FRANKSTON - FLINDERS ROAD - SOMERVILLE.dwg


ENDORSED PLAN
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PLANNING PERMIT NO: P17/1705
SHEET: 4/38
DATE: 09/07/2018

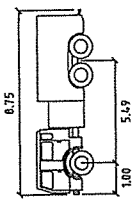
Signed: 
STATUTORY PLANNER

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



ENDORSED PLAN
 MORNINGTON PENINSULA PLANNING SCHEME
 PLANNING PERMIT NO: P17/1705
 SHEET: 5/28
 DATE: 09/07/2018

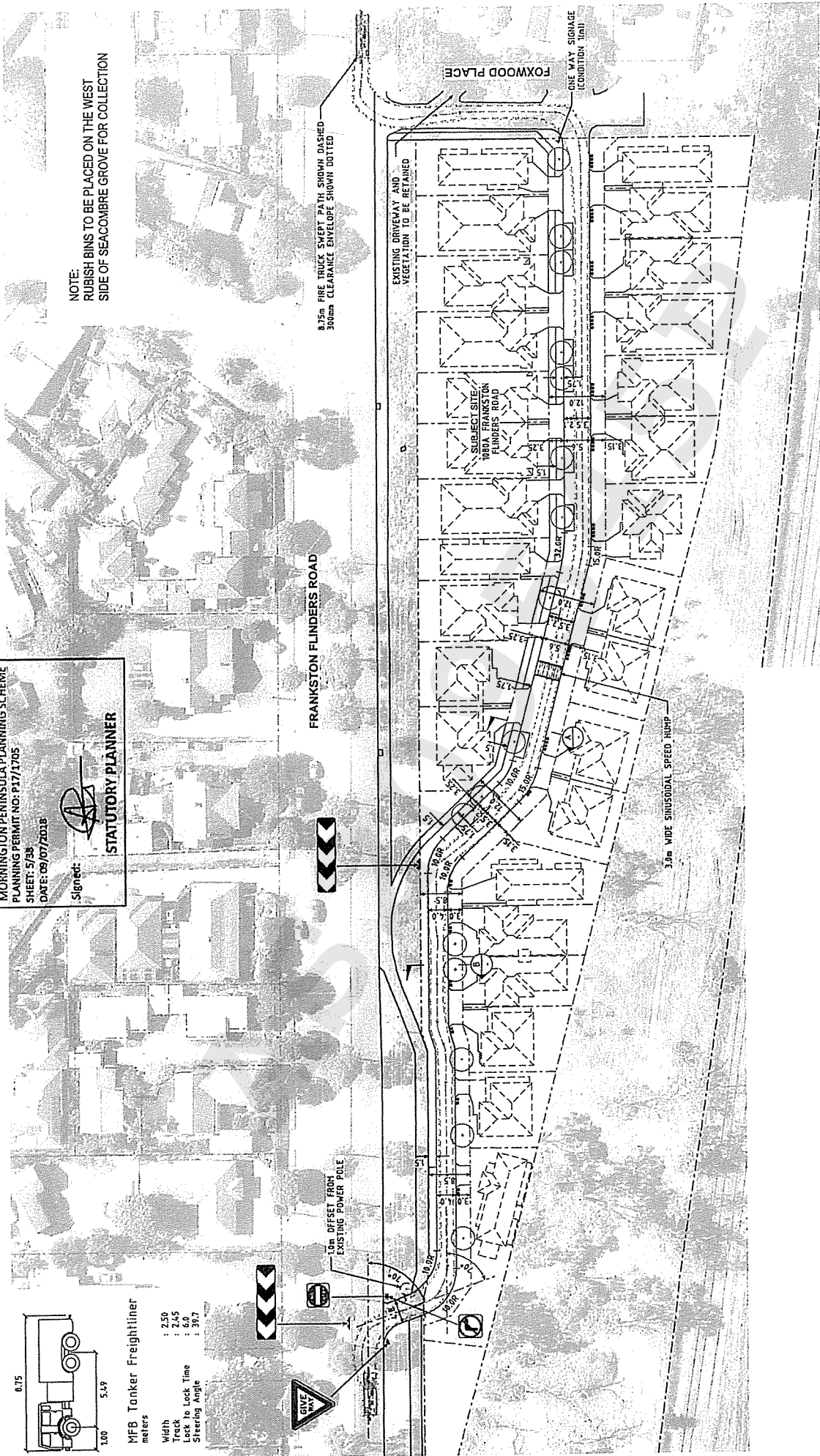
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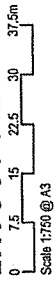
MFB Tanker Freightliner
 meters

- Width : 2.50
- Track : 4.0
- Track to Lock Time : 39.7
- Steering Angle : 39.7

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




**VEHICLE SITE ACCESS CONCEPT
 LAYOUT PLAN**

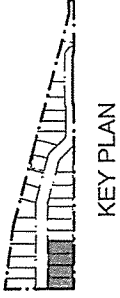


**1124 FRANKSTON - FLINDERS ROAD
 SOMERVILLE**

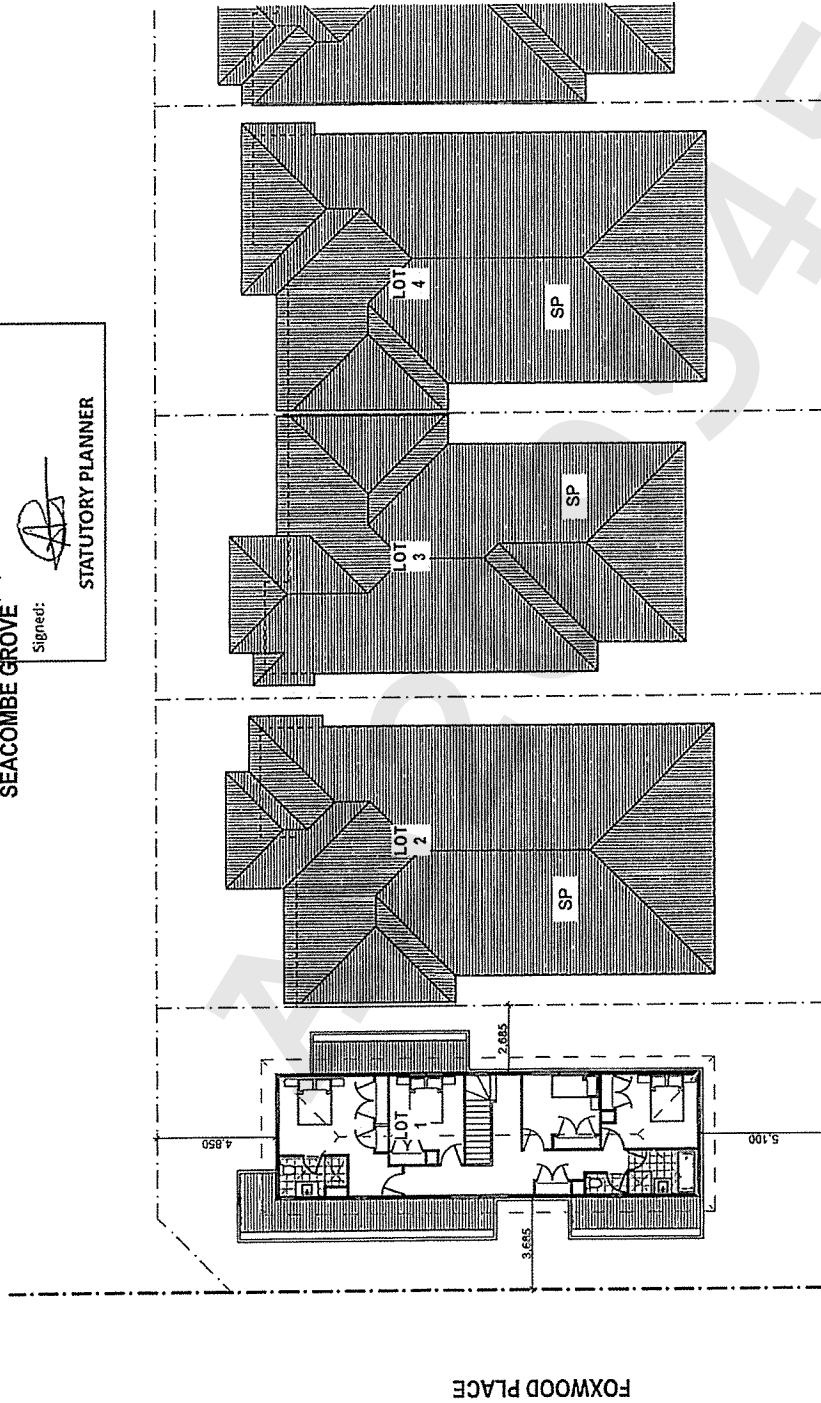
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 6 Jul 2018
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File: M:\1124 Frankston Flinders Road\Access\1124 Frankston Flinders Road_Vehicle Site Access Concept Layout Plan.dwg

ENDORSED PLAN
 MORNINGTON PENINSULA PLANNING SCHEME
 PLANNING PERMIT NO: P17/1705
 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

1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE

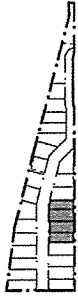


FIRST FLOOR PLAN LOTS 1-4



FRANKSTON - FLINDERS ROAD - 1124 FRANKSTON - FLINDERS ROAD





KEY PLAN

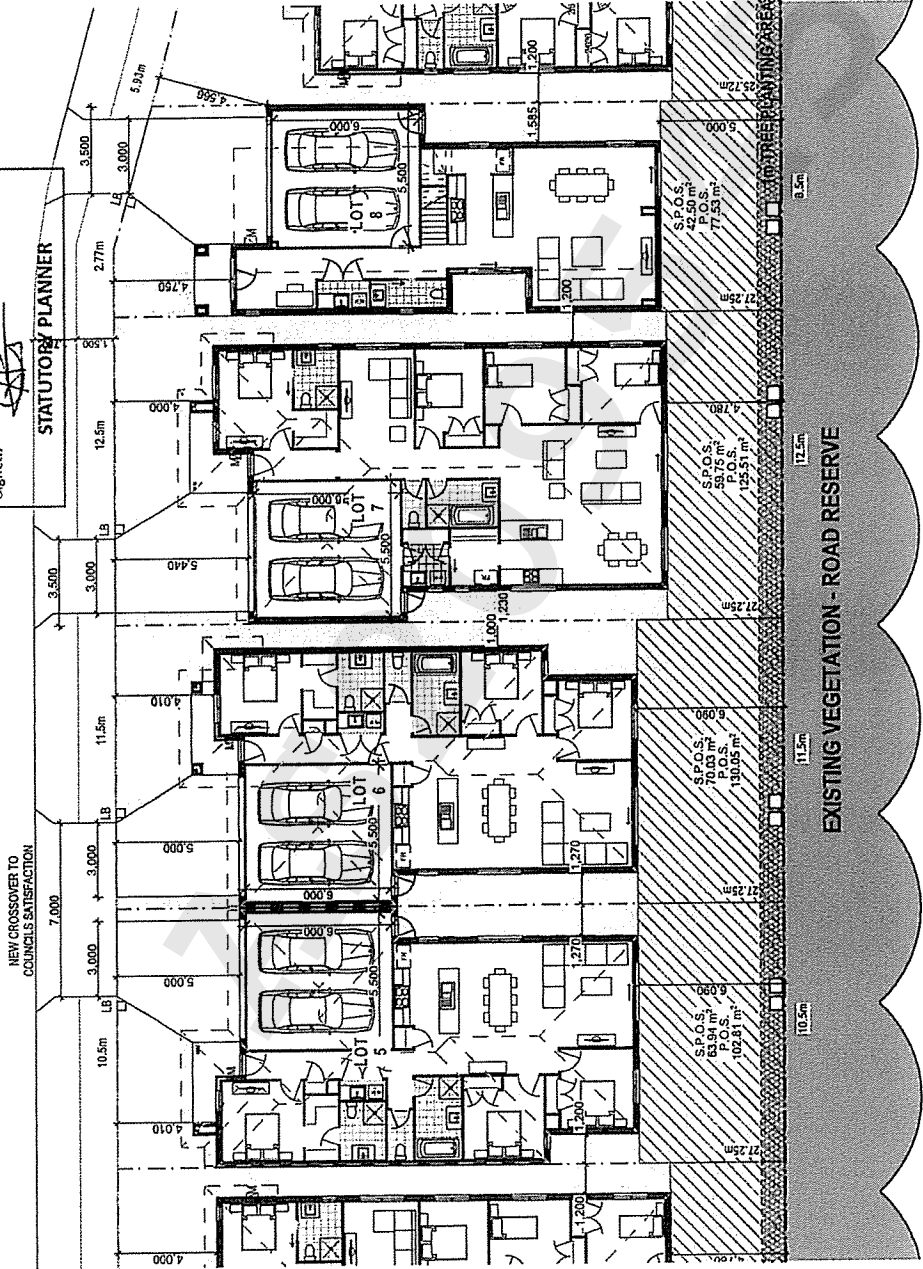
- LEGEND**
- SECLUDED PRIVATE OPEN SPACE
 - PRIVATE OPEN SPACE
 - LETTER BOX
 - ON-STREET CARPARK AS PER AS/NZS 2890.1:2004
 - GARBAGE BIN STORAGE LOCATION
 - EXISTING VEGETATION
 - INDICATIVE LANDSCAPING (SEE LANDSCAPE PLAN)

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

Signet:

STATUTOR PLANNER

SEACOMBE GROVE



FRANKSTON - FLINDERS ROAD

GROUND FLOOR PLAN LOTS 5-8

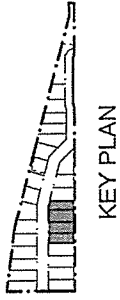
1124 FRANKSTON - FLINDERS ROAD

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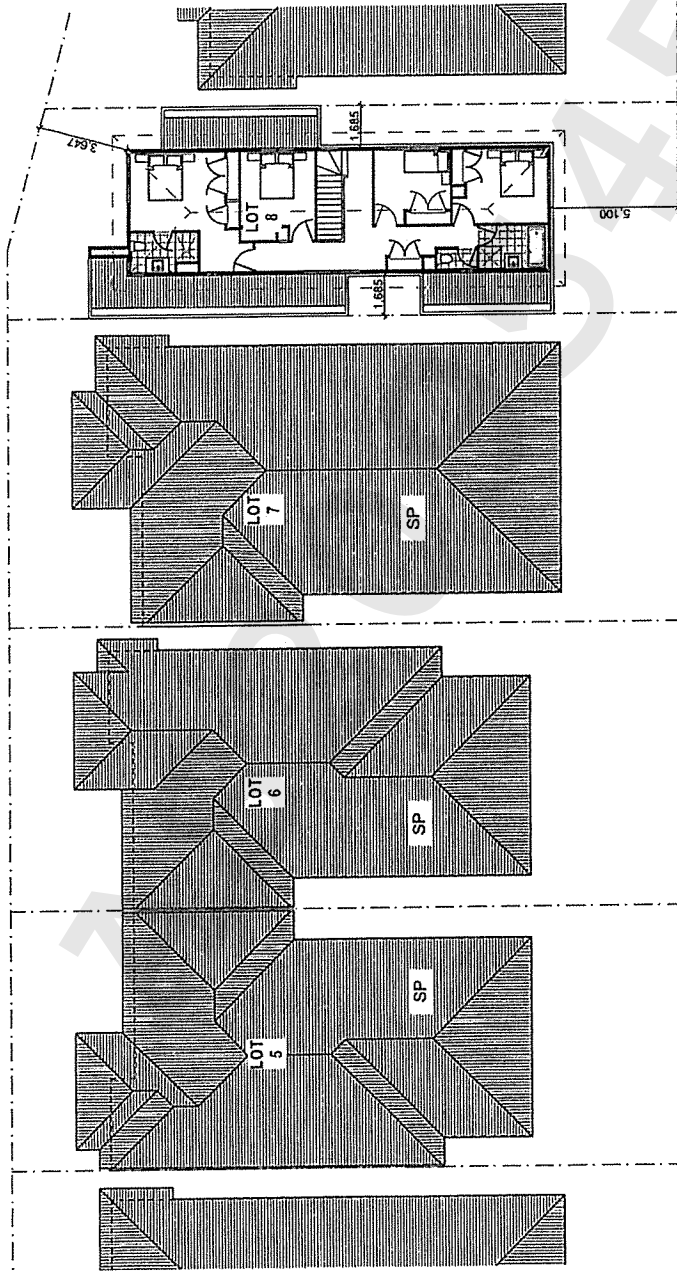
FRANKSTON - FLINDERS ROAD - 1124 FRANKSTON - FLINDERS ROAD



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

ENDORSED PLAN
MORNINGTON PENINSULA PLANNING SCHEME
PLANNING PERMIT NO: P17/1705
SHEET: 37/38
DATE: 09/07/2018
Signed: 
STATUTORY PLANNER

SEACOMBE GROVE



FRANKSTON - FLINDERS ROAD

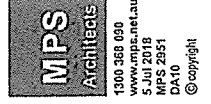
1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE

FIRST FLOOR PLAN LOTS 5-8

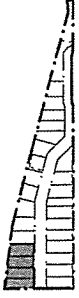


File: 1124 Frankston - Flinders Road - Level 1 - First Floor Plan - 1124 Frankston - Flinders Road.dwg



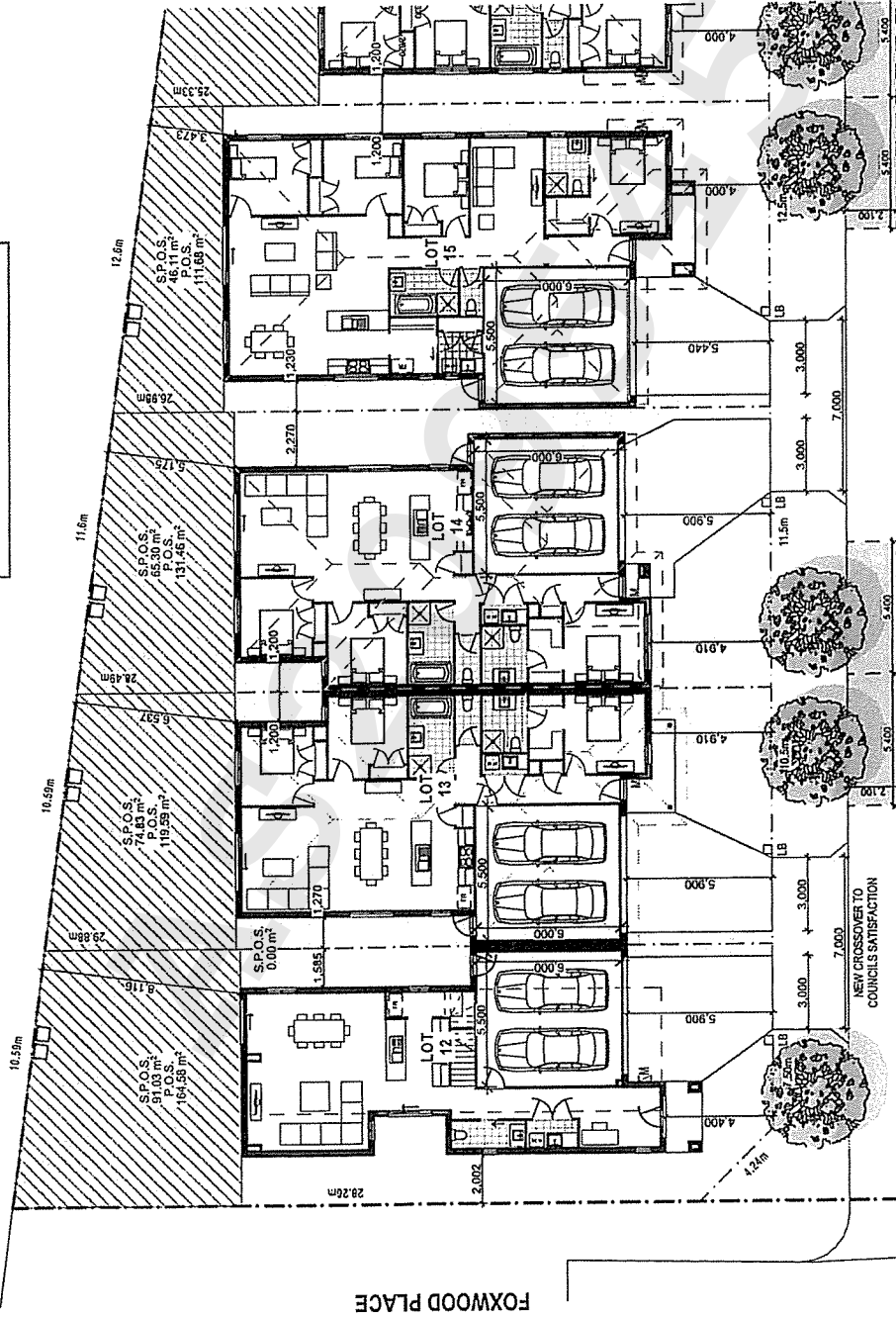
ENDORSED PLAN
 MORNINGTON PENINSULA PLANNING SCHEME
 PLANNING PERMIT NO: P17/1705
 SHEET: 12/38
 DATE: 09/07/2018

VICTRACK LAND RESERVE:
 STATUTORY PLANNER



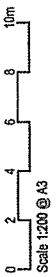
KEY PLAN

- 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)



SEACOMBE GROVE

GROUND FLOOR PLAN LOTS 12-15
1124 FRANKSTON - FLINDERS ROAD
 SOMERVILLE



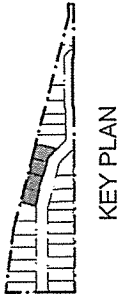
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






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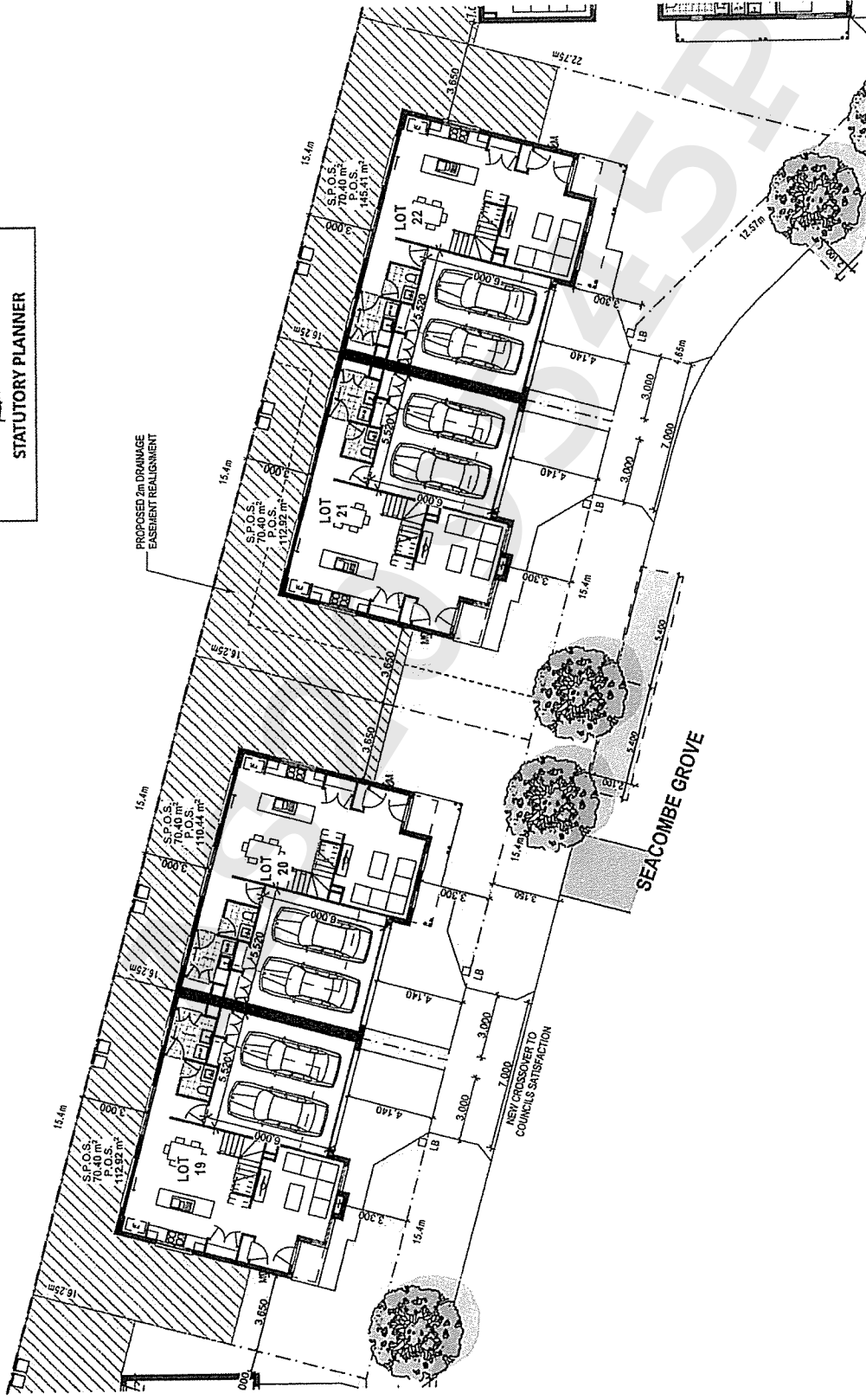
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 MORNINGTON PENINSULA PLANNING SCHEME
 PLANNING PERMIT NO: P17/1705
 SHEET: 16/38
 DATE: 09/07/2018

Signature: 
STATUTORY PLANNER

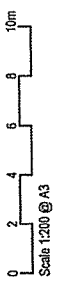
VICTRACK LAND RESERVE



- 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)



GROUND FLOOR PLAN LOTS 19-22



1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE

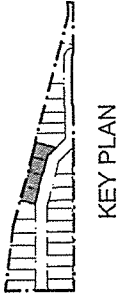
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FRANKSTON LAND AND WATER SERVICES

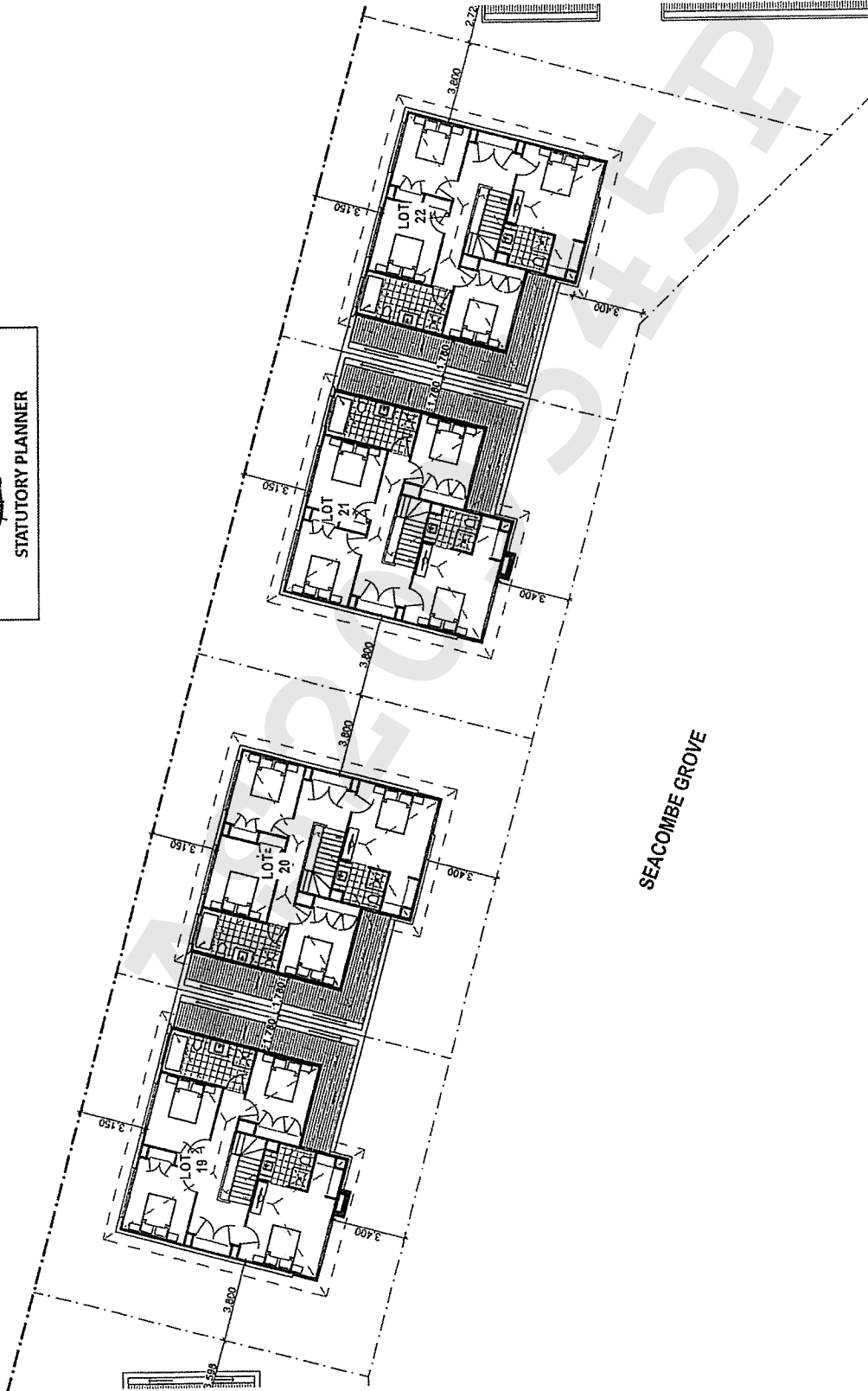
ENDORSED PLAN
 MORRINGTON PENINSULA PLANNING SCHEME
 PLANNING PERMIT NO: P17/1705
 SHEET: 17/38
 DATE: 09/07/2018

VICTRACK LAND RESERVE

Signed:  STATUTORY PLANNER



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



FIRST FLOOR PLAN LOTS 19-22




1124 FRANKSTON - FLINDERS ROAD

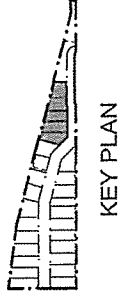
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






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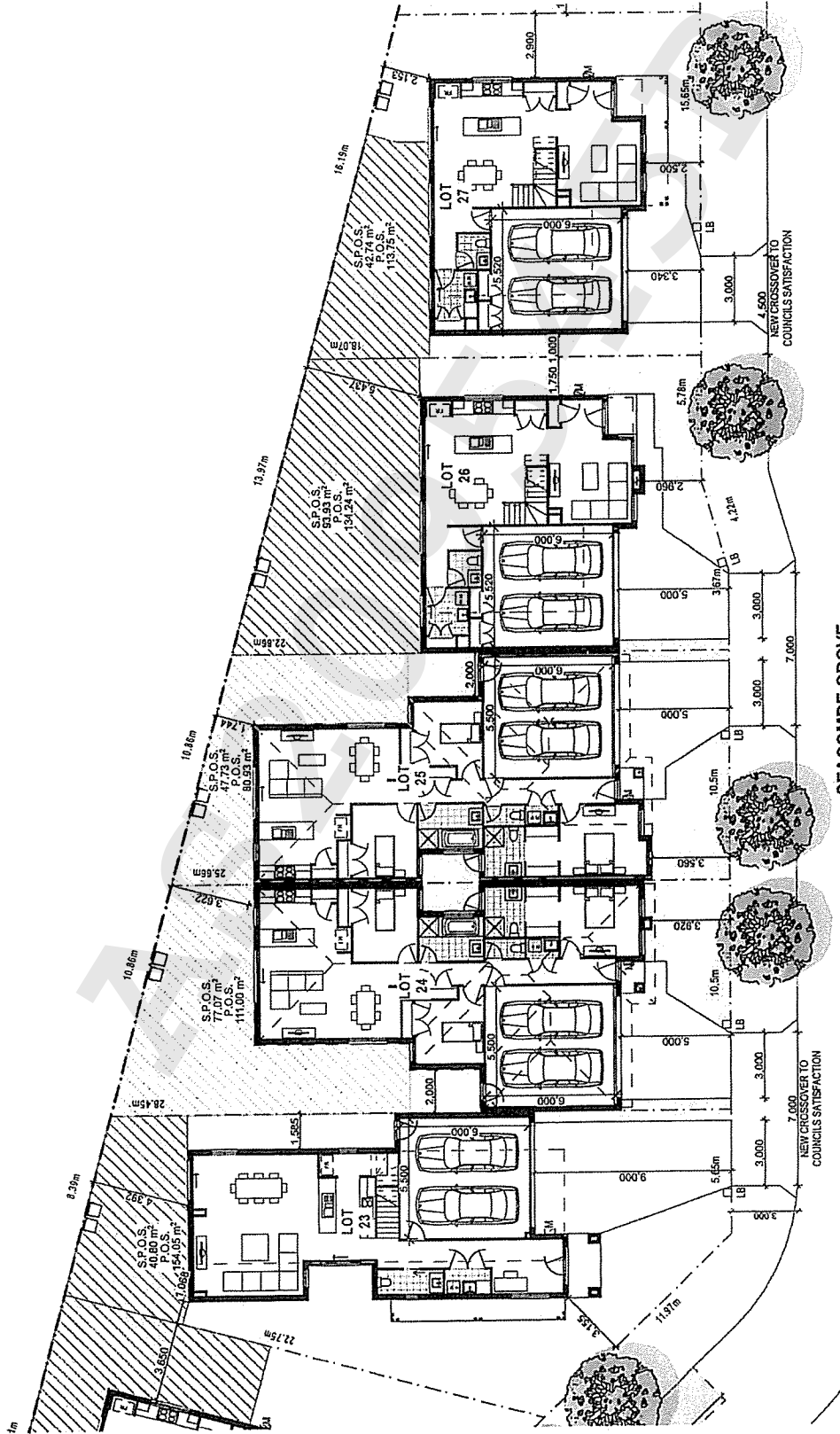
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 PLANNING PERMIT NO: P17/1705
 SHEET: 18/38
 DATE: 09/07/2018

Signed: 
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)



1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE

GROUND FLOOR PLAN LOTS 23-27



Scale 1:200 @ A3

File Path: C:\Users\mpe\Documents\1124 Frankston - Flinders Road - Somerville\1124 Frankston - Flinders Road - Somerville.dwg








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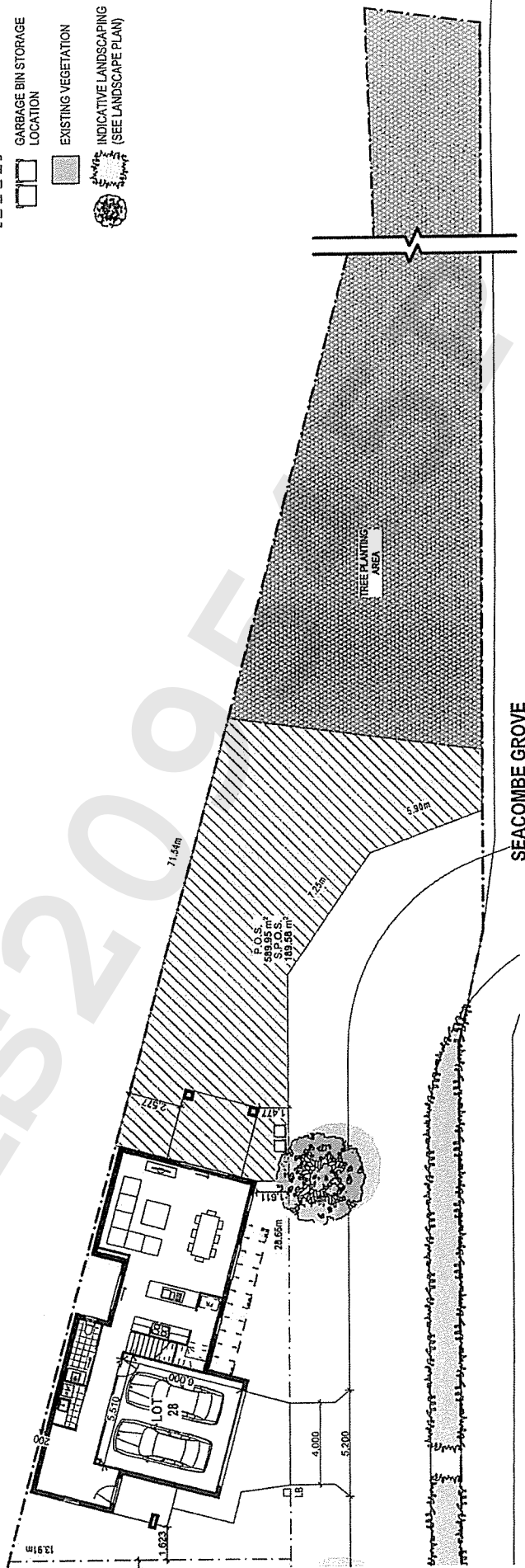
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 SHEET: 20/36
 DATE: 09/07/2018

Signed:  STATUTORY PLANNER

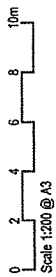
VICTRACK LAND RESERVE STATUTORY PLANNER



- 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 LOT 28




1124 FRANKSTON - FLINDERS ROAD

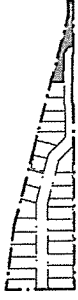
SOMERVILLE

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 MORNINGTON PENINSULA PLANNING SCHEME
 PLANNING PERMIT NO: P17/1705
 SHEET 21/38
 DATE: 09/07/2018

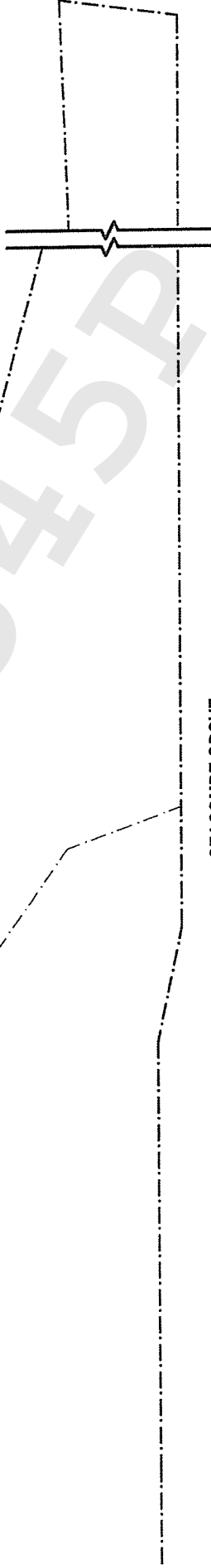
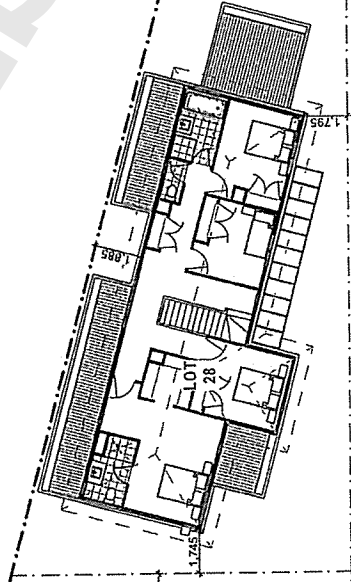
Signed: 
STATUTORY PLANNER



KEY PLAN

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

VICTRACK LAND RESERVE



SEACOMBE GROVE

FIRST FLOOR PLAN LOT 28

1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE




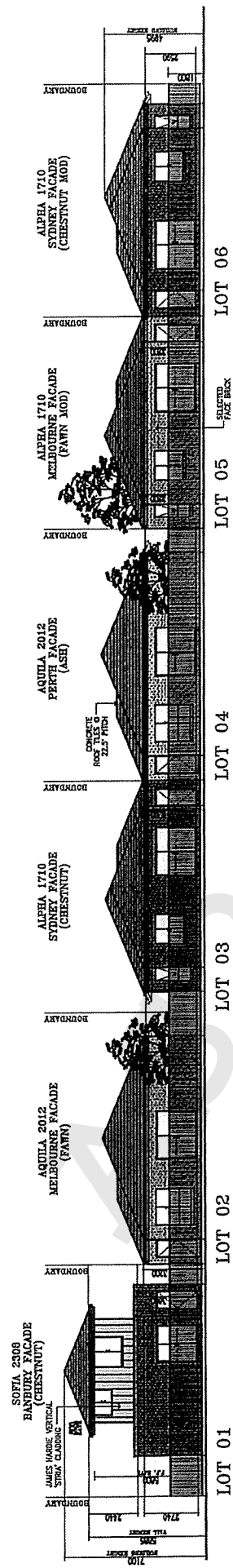
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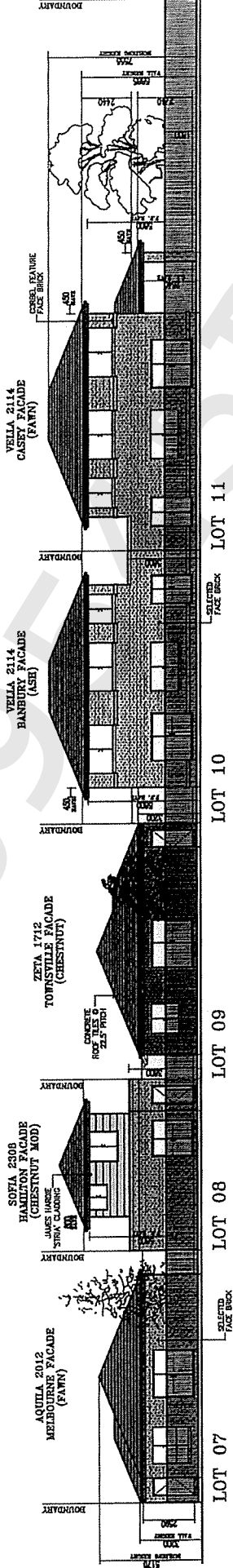
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ENDORSED PLAN
 MORNINGTON PENINSULA PLANNING SCHEME
 PLANNING PERMIT NO: P17/1705
 SHEET: 26/86
 DATE: 09/07/2018

Signed: 
STATUTORY PLANNER

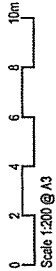


FRANKSTON - FLINDERS ROAD - SOUTH/WEST



FRANKSTON - FLINDERS ROAD - SOUTH/WEST

ELEVATIONS



1124 FRANKSTON - FLINDERS ROAD

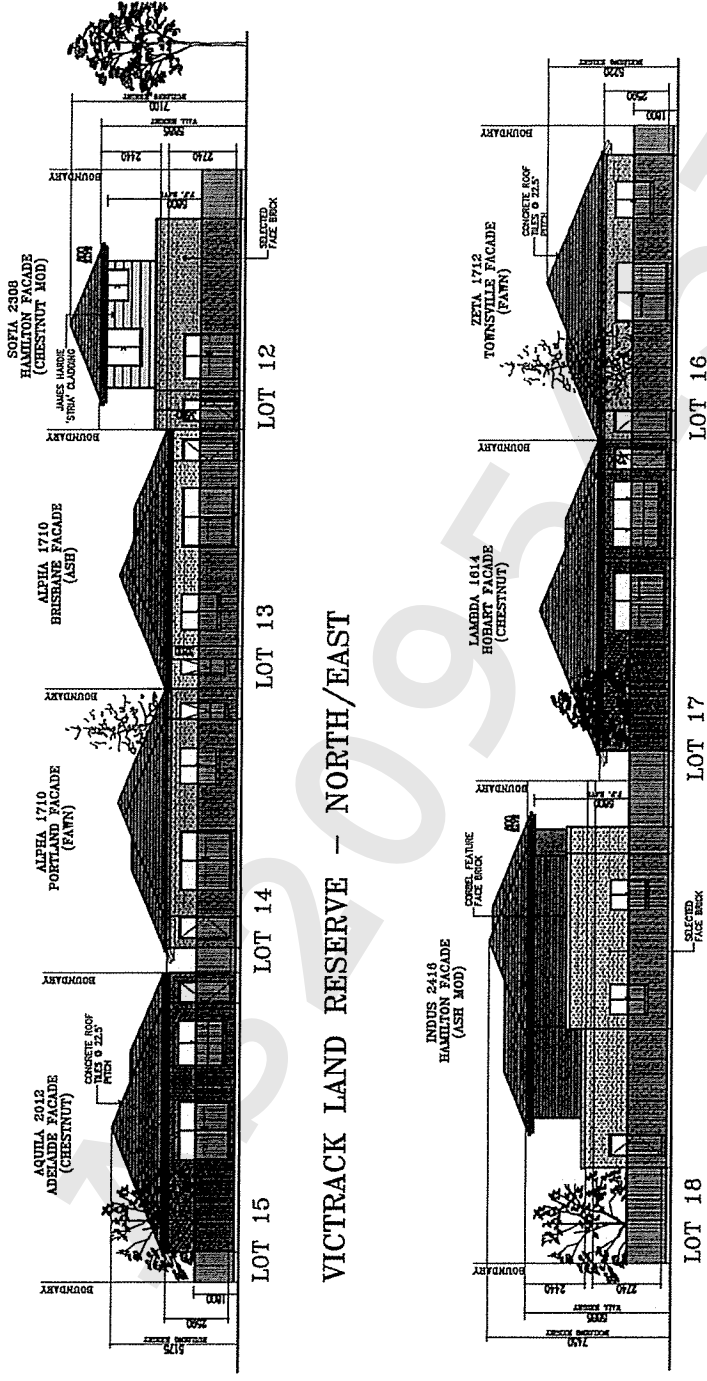
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ENDORSED PLAN
 MORNINGTON PENINSULA PLANNING SCHEME
 PLANNING PERMIT NO: P17/1705
 SHEET: 27/38
 DATE: 09/07/2018

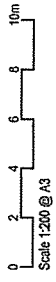
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STATUTORY PLANNER



VICTRACK LAND RESERVE – NORTH/EAST

VICTRACK LAND RESERVE – NORTH/EAST

ELEVATIONS



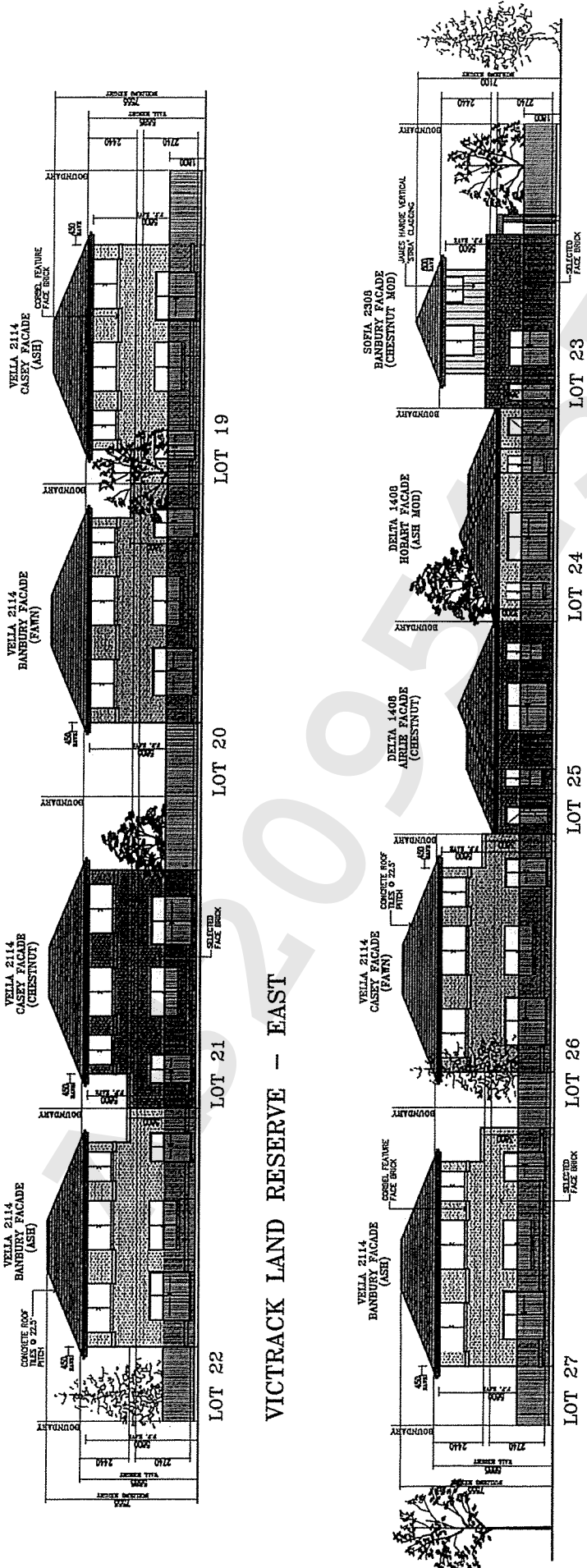
1124 FRANKSTON - FLINDERS ROAD
SOMERVILLE



P:\Projects\1124 Frankston - Flinders Road - Somerville\1124 Frankston - Flinders Road

ENDORSED PLAN
 MORNINGTON PENINSULA PLANNING SCHEME
 PLANNING PERMIT NO: P17/A705
 SHEET: 28/38
 DATE: 09/07/2018

Signed: 
 STATUTORY PLANNER



VICTRACK LAND RESERVE - EAST

VICTRACK LAND RESERVE - NORTH/EAST


ELEVATIONS



1124 FRANKSTON - FLINDERS ROAD
 SOMERVILLE

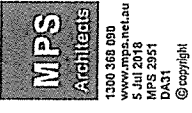
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 MORNINGTON PENINSULA PLANNING SCHEME
 PLANNING PERMIT NO: P17/1705
 SHEET: 30/38
 DATE: 09/07/2018

Signed: 

STATUTORY PLANNER

ASH EXTERNAL COLOUR SCHEME	CHESTNUT EXTERNAL COLOUR SCHEME	FAWN EXTERNAL COLOUR SCHEME
<p>MAIN BRICK - Austral Brick "Ash"</p> <p>CONCRETE ROOF TILES - "Sambuca" (Elobana)</p> <p>GUTTER, FASCIA & DOWNPIPES - "Monument"</p> <p>PAINTED POSTS, CEMENT SHEET & SELECTED CLADDINGS - "Wallaby"</p> <p>Front entry door MADINF4G - "Caramel stain"</p> <p>HORIZONTAL NEWPORT CLADDING - "Wallaby"</p> <p>CONTRAST RENDER - "Monument"</p> <p>UPGRADED TIMBER LOOK GARAGE DOOR - "Jalabo"</p> <p>COLOURED CONCRETE DRIVEWAY - "State"</p>	<p>MAIN BRICK - Austral Brick "Chestnut"</p> <p>CONCRETE ROOF TILES - "Barremundi" (Elobana)</p> <p>GUTTER, FASCIA & DOWNPIPES - "Woodland Grey"</p> <p>PAINTED POSTS, CEMENT SHEET & SELECTED CLADDINGS - "Dune"</p> <p>Front entry door MADINF4G - "Caramel stain"</p> <p>HORIZONTAL NEWPORT CLADDING - "Dune"</p> <p>CONTRAST CLADDING - "Woodland Grey"</p> <p>UPGRADED TIMBER LOOK GARAGE DOOR - "Jalabo"</p> <p>COLOURED CONCRETE DRIVEWAY - "State"</p>	<p>MAIN BRICK - Austral Brick "Engage"</p> <p>CONCRETE ROOF TILES - "Aniseed" (Elobana)</p> <p>GUTTER, FASCIA & DOWNPIPES - "Jasper"</p> <p>PAINTED POSTS, CEMENT SHEET & SELECTED CLADDINGS - "Jasper"</p> <p>Front entry door MADINF4G - "Caramel stain"</p> <p>HORIZONTAL NEWPORT CLADDING - "Jasper"</p> <p>CONTRAST RENDER - "Dune"</p> <p>UPGRADED TIMBER LOOK GARAGE DOOR - "Jalabo"</p> <p>COLOURED CONCRETE DRIVEWAY - "Earth"</p>
<p>CONTRAST BRICK - Austral Brick "Zinc"</p> <p>WINDOW & DOOR FRAME - "Black"</p> <p>GARAGE DOOR - "Night Sky"</p> <p>RENDER FINISH - "Surfmist"</p>	<p>CONTRAST BRICK - Austral Brick "Orchid"</p> <p>WINDOW & DOOR FRAME - "Woodland Grey"</p> <p>GARAGE DOOR - "Woodland Grey"</p> <p>RENDER FINISH - "Dune"</p> <p>CONTRAST RENDER - "Woodland Grey"</p>	<p>CONTRAST BRICK - Austral Brick "Indulgence Truffle"</p> <p>WINDOW & DOOR FRAME - "Dune"</p> <p>GARAGE DOOR - "Dune"</p> <p>RENDER FINISH - "Jasper"</p> <p>CONTRAST RENDER - "Dune"</p>



COLOUR SCHEDULE

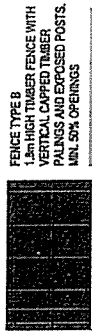
1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE

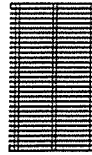
1. The colours shown here are for illustrative purposes only and are not to be used as a guide for the final appearance of the project.



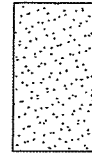
FENCE TYPE A
1.5m HIGH TIMBER PALING FENCE



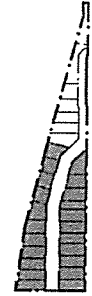
FENCE TYPE B
1.5m HIGH TIMBER FENCE WITH VERTICAL TIMBER POSTS AND PALINGS
MIN. 5% OPENINGS



FENCE TYPE C
1.5m HIGH TIMBER FENCE
MIN. 5% OPENINGS




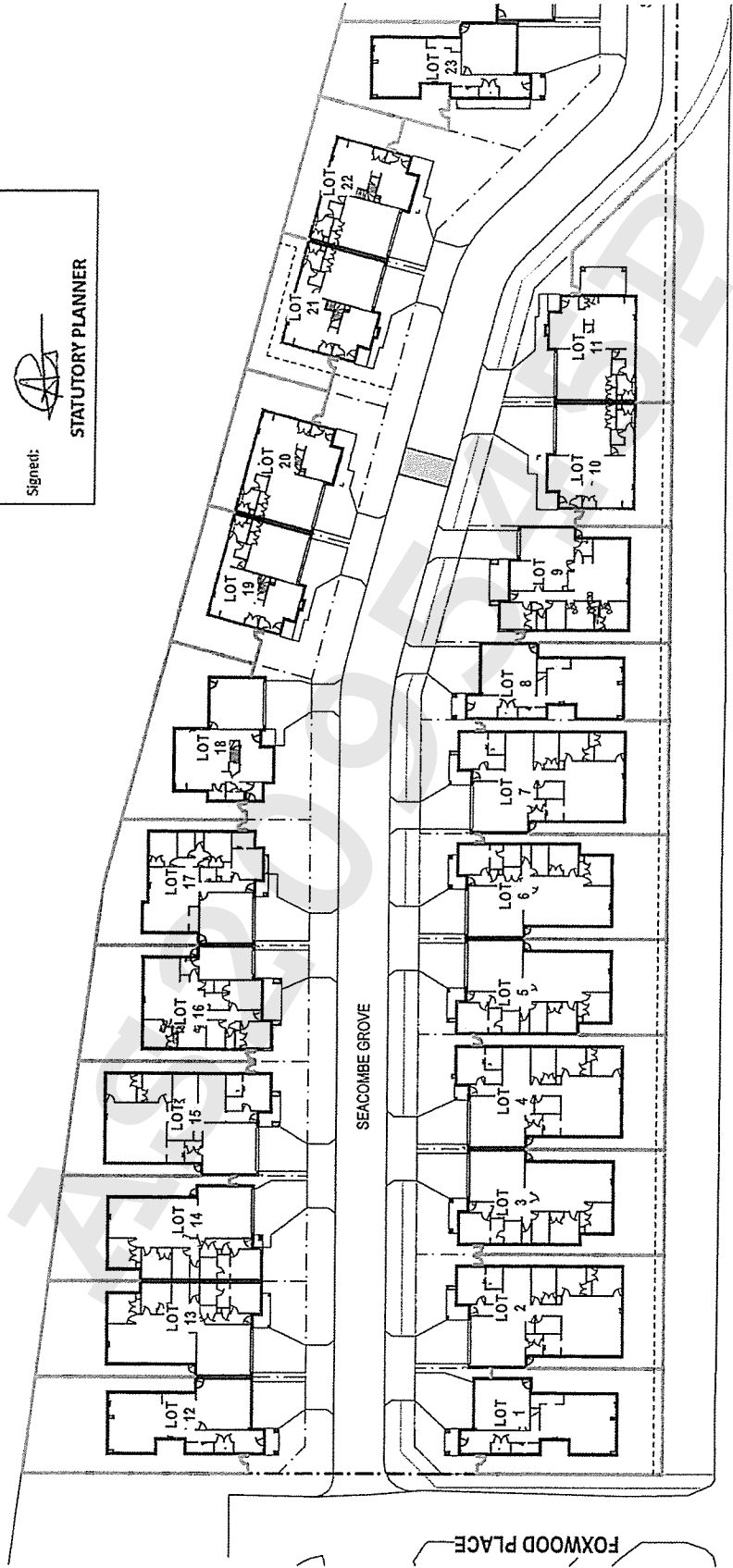
FENCE TYPE D
1.5m HIGH BRUSH PANEL FEATURE FENCE



KEY PLAN

ENDORSED PLAN
MORNINGTON PENINSULA PLANNING SCHEME
PLANNING PERMIT NO: P17/1705
SHEET: 31/38
DATE: 09/07/2018

Signet:  **STATUTORY PLANNER**

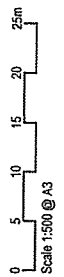


FRANKSTON - FLINDERS ROAD

1124 FRANKSTON - FLINDERS ROAD
SOMERVILLE

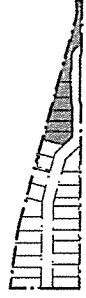


FENCING PLAN LOTS 1-22

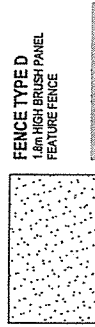


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KEY PLAN



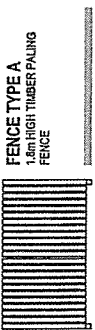
FENCE TYPE D
1.8m HIGH BRUSH PANEL
FEATURE FENCE



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

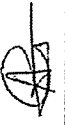


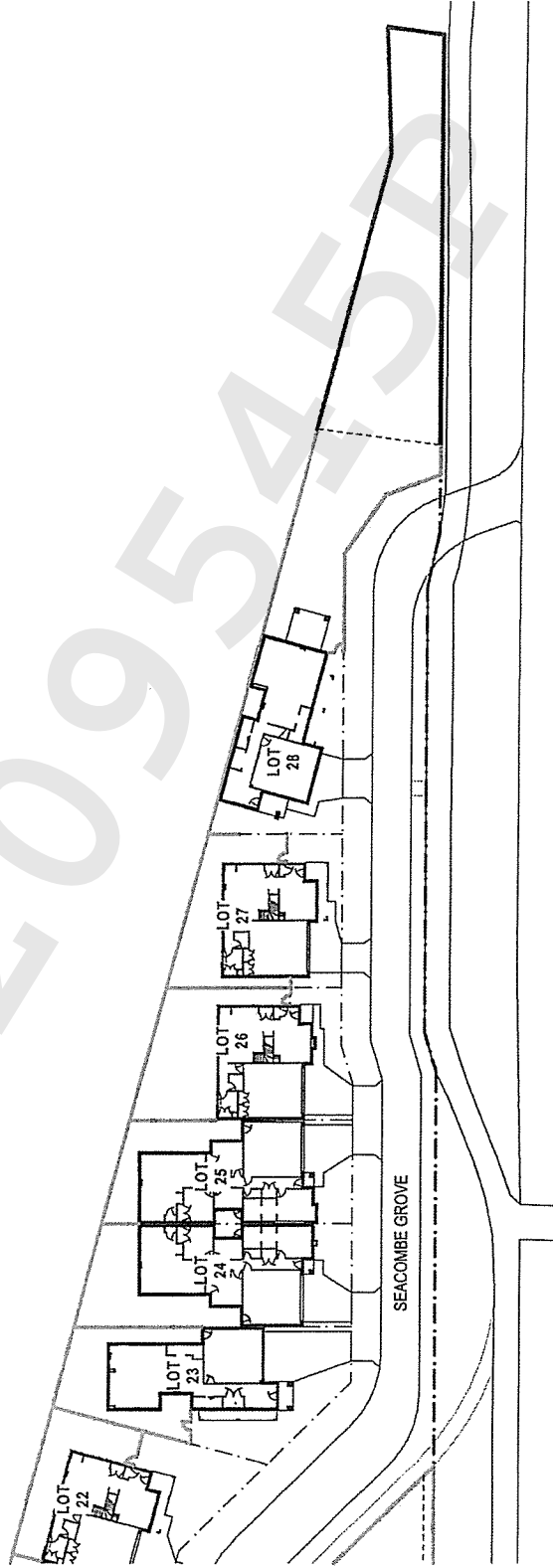
FENCE TYPE B
1.8m HIGH TIMBER FENCE WITH
VERTICAL CAPPED TIMBER
PALINGS AND EXPOSED POSTS,
MIN. 50% OPENINGS



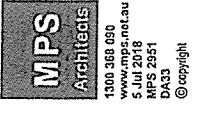
FENCE TYPE A
1.8m HIGH TIMBER PALING
FENCE

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

Signed: 
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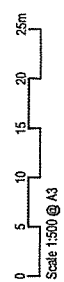


AS20954FD



FENCING PLAN LOTS 23-28

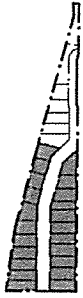
1124 FRANKSTON - FLINDERS ROAD
 SOMERVILLE



FRANKSTON/FLINDERS RD, SOMERVILLE TOWN/23-28/1124/AS20954FD

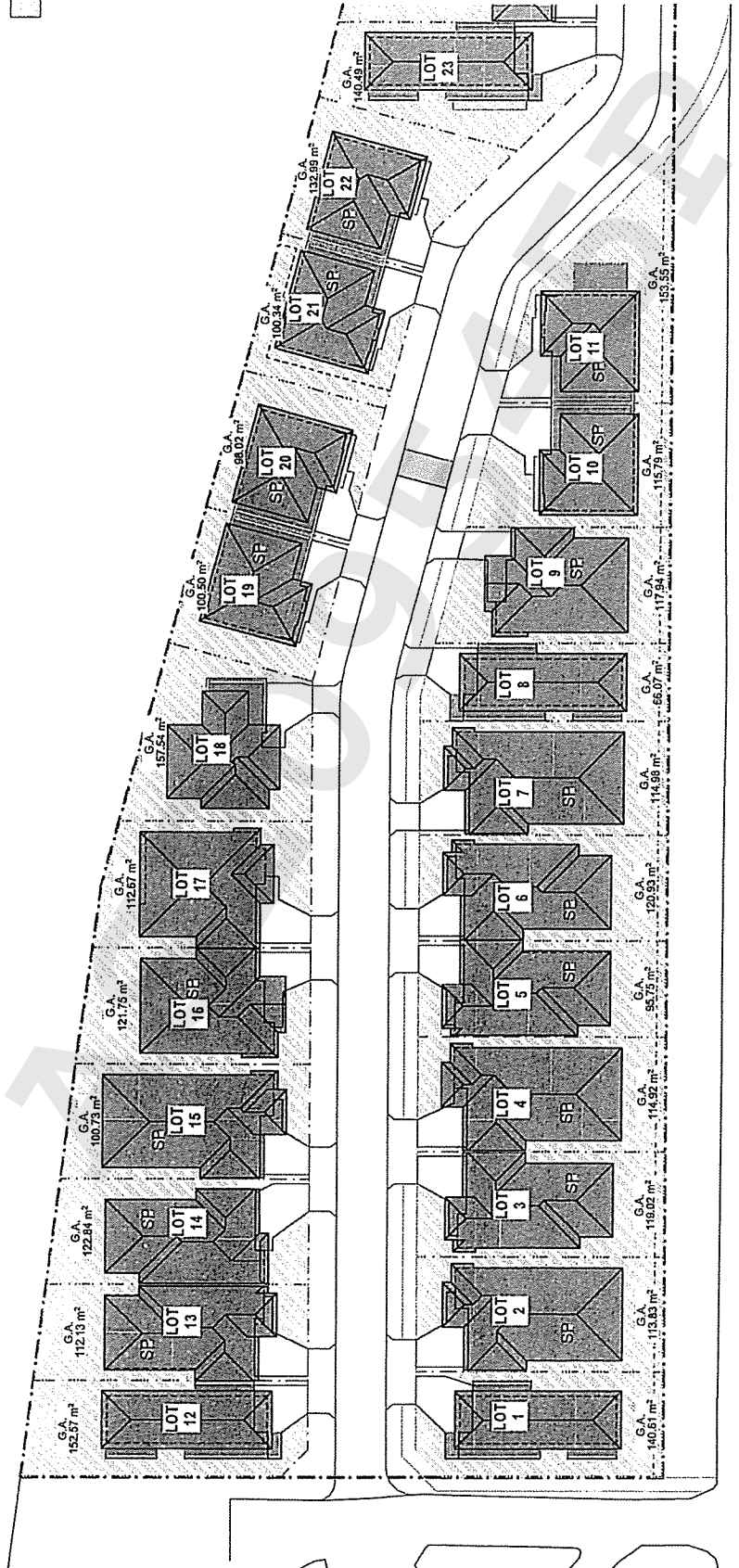
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 PLANNING PERMIT NO: P17/1705
 SHEET: 33/38
 DATE: 09/07/2018

Signed: 
STATUTORY PLANNER



KEY PLAN

LEGEND
 GARDEN AREA




GARDEN AREA PLAN LOT 1-22

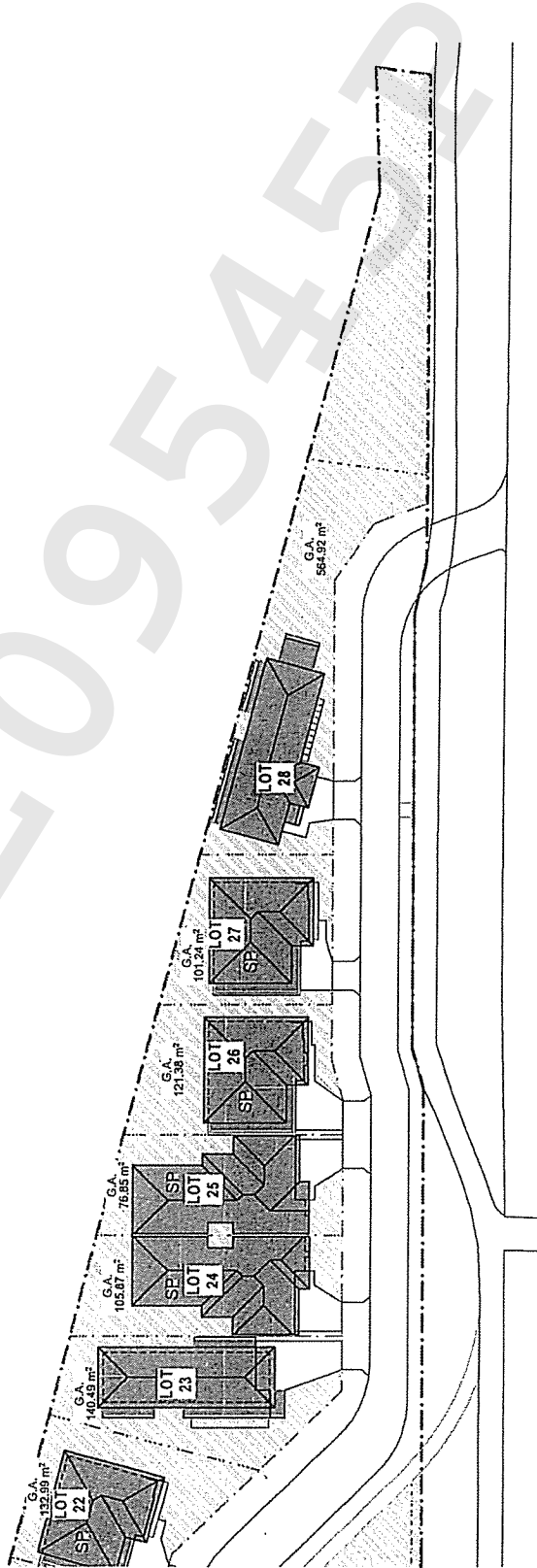
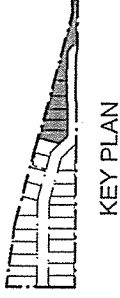


Scale 1:500 @ A3
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1124 FRANKSTON - FLINDERS ROAD
 SOMERVILLE

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

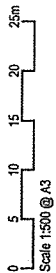
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STATUTORY PLANNER



AS209545

GARDEN AREA PLAN LOT 23-28

1124 FRANKSTON - FLINDERS ROAD
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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 (m ²)	309	341	313	341	286	313	341	227	305	278
HOUSE AREA (m ²)	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 (m ²)	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 (m ²)	327	316	306	319	327	311	311	324	250	250
HOUSE AREA (m ²)	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 (m ²)	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%	35.37%	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 (m ²)	250	285	318	284	255	275	250	735
HOUSE AREA (m ²)	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 (m ²)	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 (m ²)	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.

ENDORSED PLAN
 MORNINGTON PENINSULA PLANNING SCHEME
 PLANNING PERMIT NO: P17/1705
 SHEET: 35/38
 DATE: 09/07/2018

Signed: 
STATUTORY PLANNER

COMPLIANCE SCHEDULES

1124 FRANKSTON - FLINDERS ROAD SOMERVILLE





Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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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
--------------	----------

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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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**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: 619 148 265
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

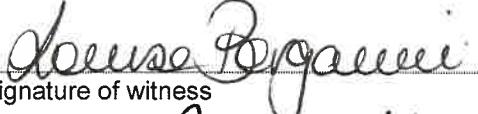
- 12.1 HS Credit (Melbourne) Pty Ltd as Mortgagee under Mortgage no. AR698014X which encumbers the Subject Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Subject Land.

AS209335E

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.

AS 209335B

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

<p>SIGNED SEALED AND DELIVERED by:</p> <p><i>Adam Liron</i></p> <p>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:</p> <p>_____ Signature of witness</p> <p><i>Billy Bun Yap LP</i> Print name of witness</p>	<p>)</p> <p>)</p> <p>) <i>Adam</i></p>
--	--

AS209335B

ANNEXURE A – Landscape Plan

AS209335B

ENGINEERED PLAN
 COMMUNITY PLANNING & LANDSCAPE ARCHITECTURE
 1124 FRIMMING - PHOENIX RD
 PERTH WA 6150
 T 08 9447 1200
 F 08 9447 1201
 E info@landata.com.au
 www.landata.com.au

VICTRACK LAND



LEGEND

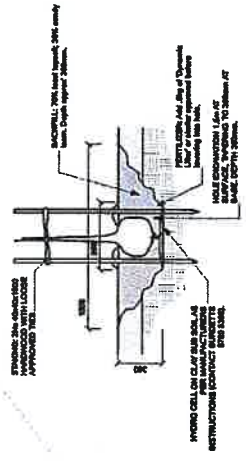
- Existing trees retained, refer to ARCHITECTURAL ASSESSMENT & REPORT
- Existing trees removed, refer to ARCHITECTURAL ASSESSMENT & REPORT
- Lawn
- Garden bed
- Gravel pathway
- Concrete pedestrian pathway
- Concrete driveway paving
- Existing Boundary
- Proposed Boundary, refer to architectural drawings

Note: Fence details as per Fencing plans by MPCS Architects



3 Garden Bed
Scale: 1:10

Plant List	Qty	Common Name	Planting Area	Planting Date	Planting Depth
1	10	White Oak	2m x 10m	2m x 10m	1.5m
2	10	Blackberry	2m x 10m	2m x 10m	1.5m
3	10	Native Ironwood	2m x 10m	2m x 10m	1.5m
4	10	Fraxinus	2m x 10m	2m x 10m	1.5m
5	10	Acacia	2m x 10m	2m x 10m	1.5m
6	10	Callery White	2m x 10m	2m x 10m	1.5m
7	10	Callery White	2m x 10m	2m x 10m	1.5m
8	10	Callery White	2m x 10m	2m x 10m	1.5m
9	10	Callery White	2m x 10m	2m x 10m	1.5m
10	10	Callery White	2m x 10m	2m x 10m	1.5m
11	10	Callery White	2m x 10m	2m x 10m	1.5m
12	10	Callery White	2m x 10m	2m x 10m	1.5m
13	10	Callery White	2m x 10m	2m x 10m	1.5m
14	10	Callery White	2m x 10m	2m x 10m	1.5m
15	10	Callery White	2m x 10m	2m x 10m	1.5m
16	10	Callery White	2m x 10m	2m x 10m	1.5m
17	10	Callery White	2m x 10m	2m x 10m	1.5m
18	10	Callery White	2m x 10m	2m x 10m	1.5m
19	10	Callery White	2m x 10m	2m x 10m	1.5m
20	10	Callery White	2m x 10m	2m x 10m	1.5m
21	10	Callery White	2m x 10m	2m x 10m	1.5m
22	10	Callery White	2m x 10m	2m x 10m	1.5m
23	10	Callery White	2m x 10m	2m x 10m	1.5m
24	10	Callery White	2m x 10m	2m x 10m	1.5m
25	10	Callery White	2m x 10m	2m x 10m	1.5m
26	10	Callery White	2m x 10m	2m x 10m	1.5m
27	10	Callery White	2m x 10m	2m x 10m	1.5m
28	10	Callery White	2m x 10m	2m x 10m	1.5m
29	10	Callery White	2m x 10m	2m x 10m	1.5m
30	10	Callery White	2m x 10m	2m x 10m	1.5m
31	10	Callery White	2m x 10m	2m x 10m	1.5m
32	10	Callery White	2m x 10m	2m x 10m	1.5m
33	10	Callery White	2m x 10m	2m x 10m	1.5m
34	10	Callery White	2m x 10m	2m x 10m	1.5m
35	10	Callery White	2m x 10m	2m x 10m	1.5m
36	10	Callery White	2m x 10m	2m x 10m	1.5m
37	10	Callery White	2m x 10m	2m x 10m	1.5m
38	10	Callery White	2m x 10m	2m x 10m	1.5m
39	10	Callery White	2m x 10m	2m x 10m	1.5m
40	10	Callery White	2m x 10m	2m x 10m	1.5m
41	10	Callery White	2m x 10m	2m x 10m	1.5m
42	10	Callery White	2m x 10m	2m x 10m	1.5m
43	10	Callery White	2m x 10m	2m x 10m	1.5m
44	10	Callery White	2m x 10m	2m x 10m	1.5m
45	10	Callery White	2m x 10m	2m x 10m	1.5m
46	10	Callery White	2m x 10m	2m x 10m	1.5m
47	10	Callery White	2m x 10m	2m x 10m	1.5m
48	10	Callery White	2m x 10m	2m x 10m	1.5m
49	10	Callery White	2m x 10m	2m x 10m	1.5m
50	10	Callery White	2m x 10m	2m x 10m	1.5m



2 Semi Advanced Tree
Scale: 1:20

MEMIA
 MEMIA Environmental Management
 1124 Frimming - Phoenix Rd
 Perth WA 6150
 T 08 9447 1200
 F 08 9447 1201
 E info@memia.com.au
 www.memia.com.au

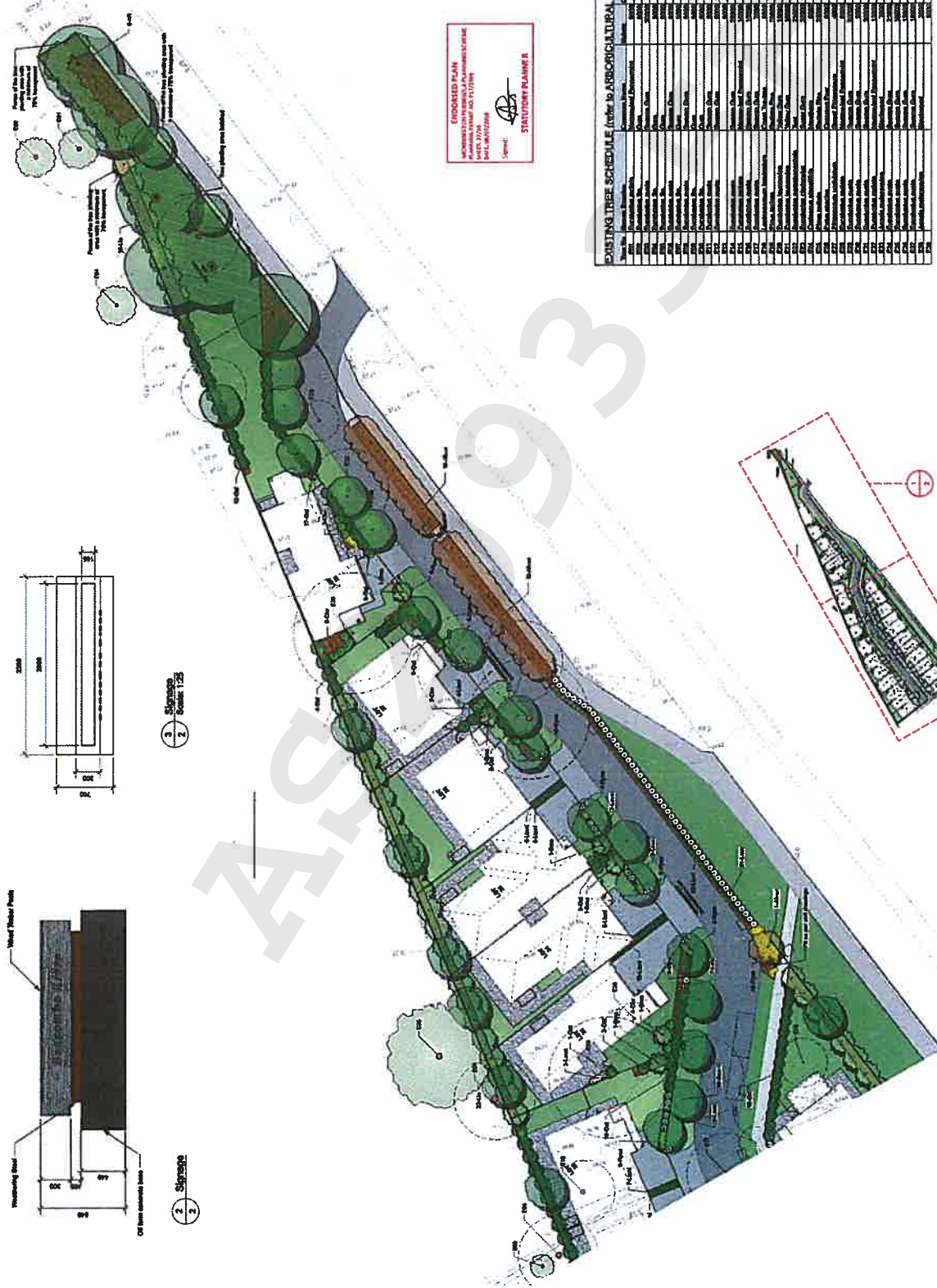
For Planning Only, not for construction - 27/6/18

4 Planting Plan
Scale: 1:250

LEGEND

- Existing trees retained, refer to ARBOCULTURAL ASSESSMENT & REPORT
- Existing trees removed, refer to ARBOCULTURAL ASSESSMENT & REPORT
- Lawn
- Garden bed
- Gravel pathway
- Concrete pedestrian pathway
- Concrete driveway paving
- Existing Element (proposed for retention, refer to architectural drawings)

Note: Fence details as per Fencing plans by MPS Architects



PROPOSED PLAN
 APPROVED FOR MEMIA PLANNING BY MEMIA
 DATE: 27/08/2018
 REF: 18/0127/018
 (Seal) STATUTORY PLANNER II

EXISTING TREE SCHEDULE (refer to ARBOCULTURAL ASSESSMENT & REPORT)

Tree No.	Tree Name	Common Name	Species	Height (m)	DBH (cm)	Condition	Location	Retention
001	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 001	Retain
002	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 002	Retain
003	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 003	Retain
004	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 004	Retain
005	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 005	Retain
006	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 006	Retain
007	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 007	Retain
008	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 008	Retain
009	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 009	Retain
010	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 010	Retain
011	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 011	Retain
012	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 012	Retain
013	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 013	Retain
014	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 014	Retain
015	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 015	Retain
016	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 016	Retain
017	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 017	Retain
018	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 018	Retain
019	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 019	Retain
020	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 020	Retain
021	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 021	Retain
022	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 022	Retain
023	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 023	Retain
024	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 024	Retain
025	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 025	Retain
026	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 026	Retain
027	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 027	Retain
028	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 028	Retain
029	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 029	Retain
030	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 030	Retain
031	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 031	Retain
032	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 032	Retain
033	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 033	Retain
034	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 034	Retain
035	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 035	Retain
036	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 036	Retain
037	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 037	Retain
038	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 038	Retain
039	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 039	Retain
040	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 040	Retain
041	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 041	Retain
042	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 042	Retain
043	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 043	Retain
044	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 044	Retain
045	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 045	Retain
046	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 046	Retain
047	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 047	Retain
048	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 048	Retain
049	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 049	Retain
050	Platanus sp.	Platanus	Platanus	15.00	150	Good	Site 050	Retain

For Planning Only, not for construction - 27/8/18

Site Plan Reference

Planning Plan Sheet: 1250

1	1126 Frankston - Finders Rd	2014
2	Hemlock Investments Pty Ltd	27
3	TP Landscapes Concept Plan	27
4	MEMIA Pty Ltd	27



MEMIA
 1126 Frankston - Finders Rd
 Hemlock Investments Pty Ltd
 TP Landscapes Concept Plan
 MEMIA Pty Ltd
 Project: Frankston Highway Project, Site 1126 & 1127 (containing) - 27/8/2017

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1020614

APPLICANT'S NAME & ADDRESS

BRENDAN DE BEER C/- LANDATA
DOCKLANDS

VENDOR

DEMPSTER, MARTIN

PURCHASER

DEMPSTER, SUZANNE

REFERENCE

DEMPSTER (3231)

This certificate is issued for:

LOT 15 PLAN PS814076 ALSO KNOWN AS 8 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

09 April 2024

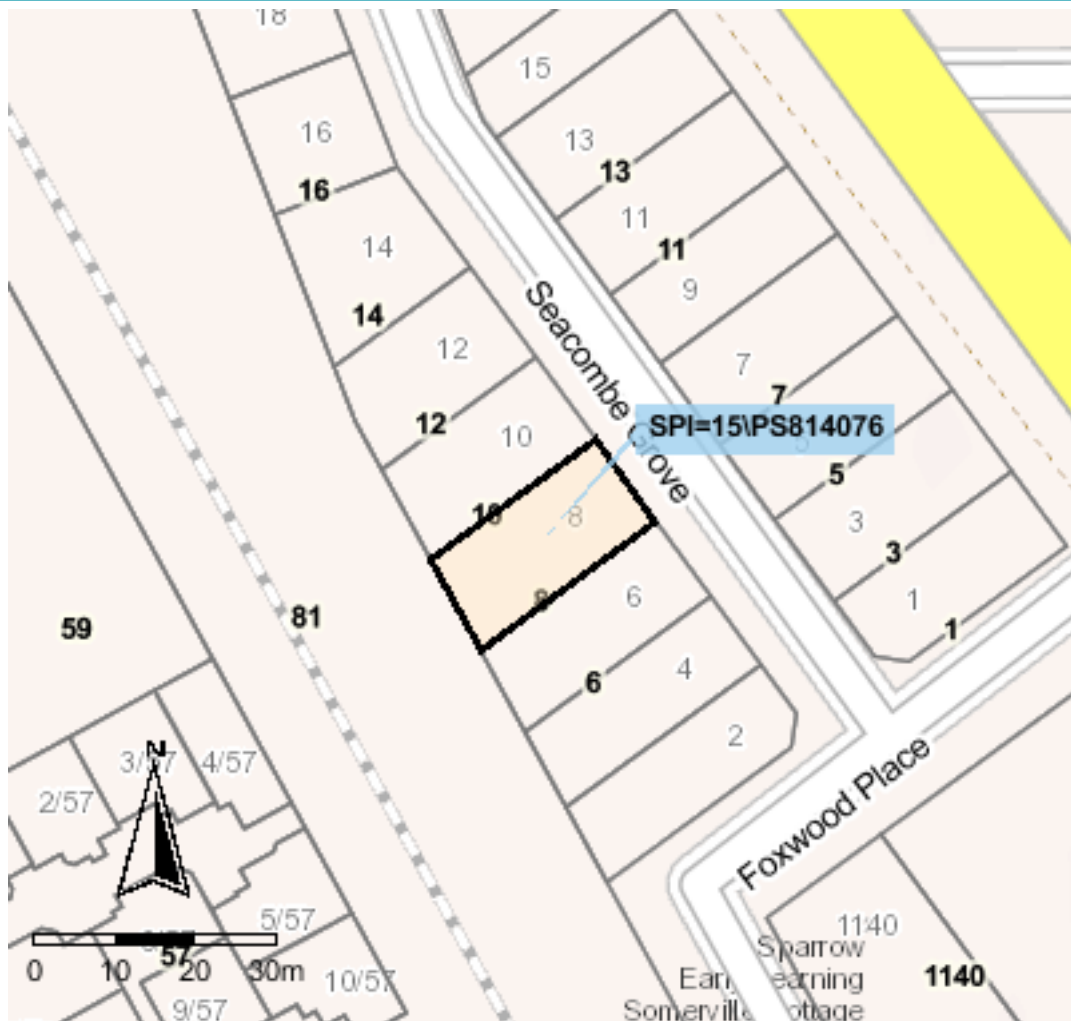
Sonya Kilkeny
Minister for Planning

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.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

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

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

Privacy Statement

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

Brendan de Beer
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 15 8 SEACOMBE GROVE
SOMERVILLE 3912
15 PS 814076

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03S//00017/00007	LANDATA CER 72427647-032-8	09 APRIL 2024	46365451

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	01/04/2024 to 30/06/2024	\$21.21
Melbourne Water Corporation Total Service Charges	01/04/2024 to 30/06/2024	\$29.54

(b) By South East Water

Water Service Charge	01/04/2024 to 30/06/2024	\$21.48
Sewerage Service Charge	01/04/2024 to 30/06/2024	\$94.37
Subtotal Service Charges		<u>\$166.60</u>

TOTAL UNPAID BALANCE \$166.60

- The meter at the property was last read on 03/04/2024. Fees accrued since that date may be estimated by reference to the following historical information about the property:
 - 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, Sewerage 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.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

- 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. 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.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

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.

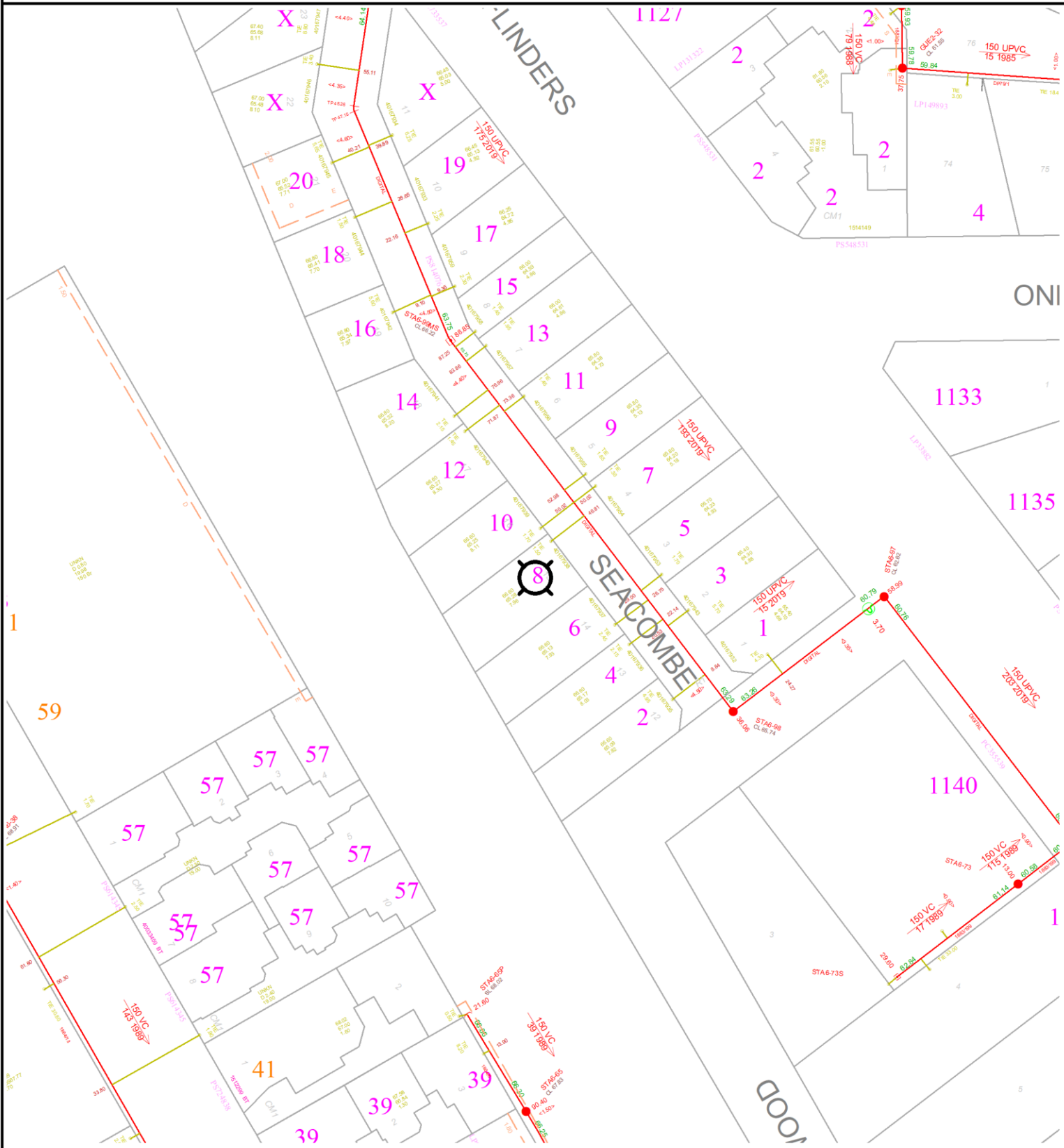
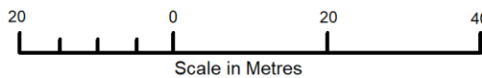
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



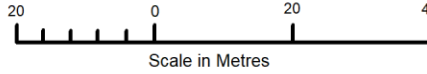
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, 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.

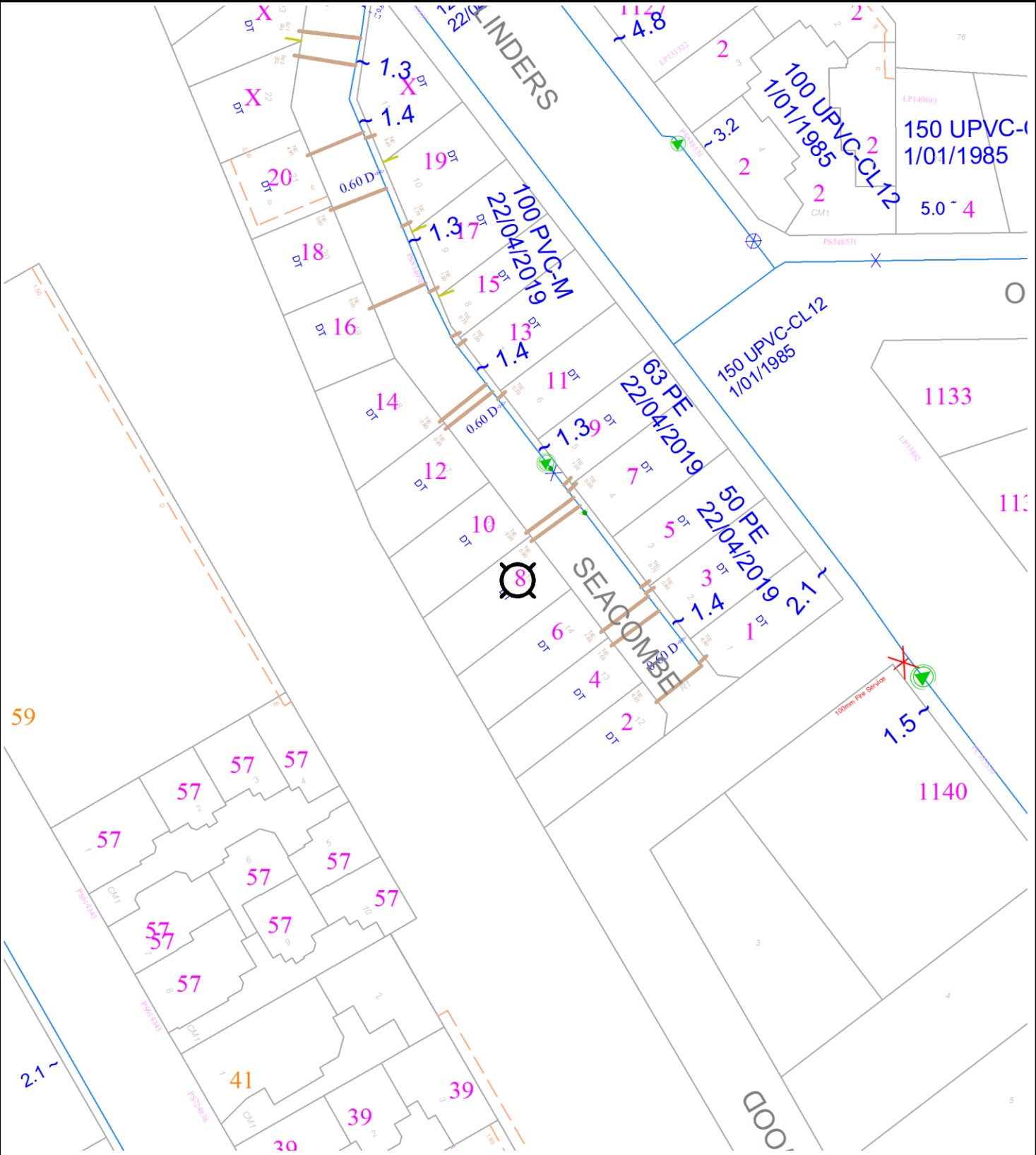


Property: Lot 15 8 SEACOMBE GROVE SOMERVILLE 3912

Case Number: 46365451

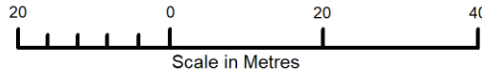


Date: 09APRIL2024



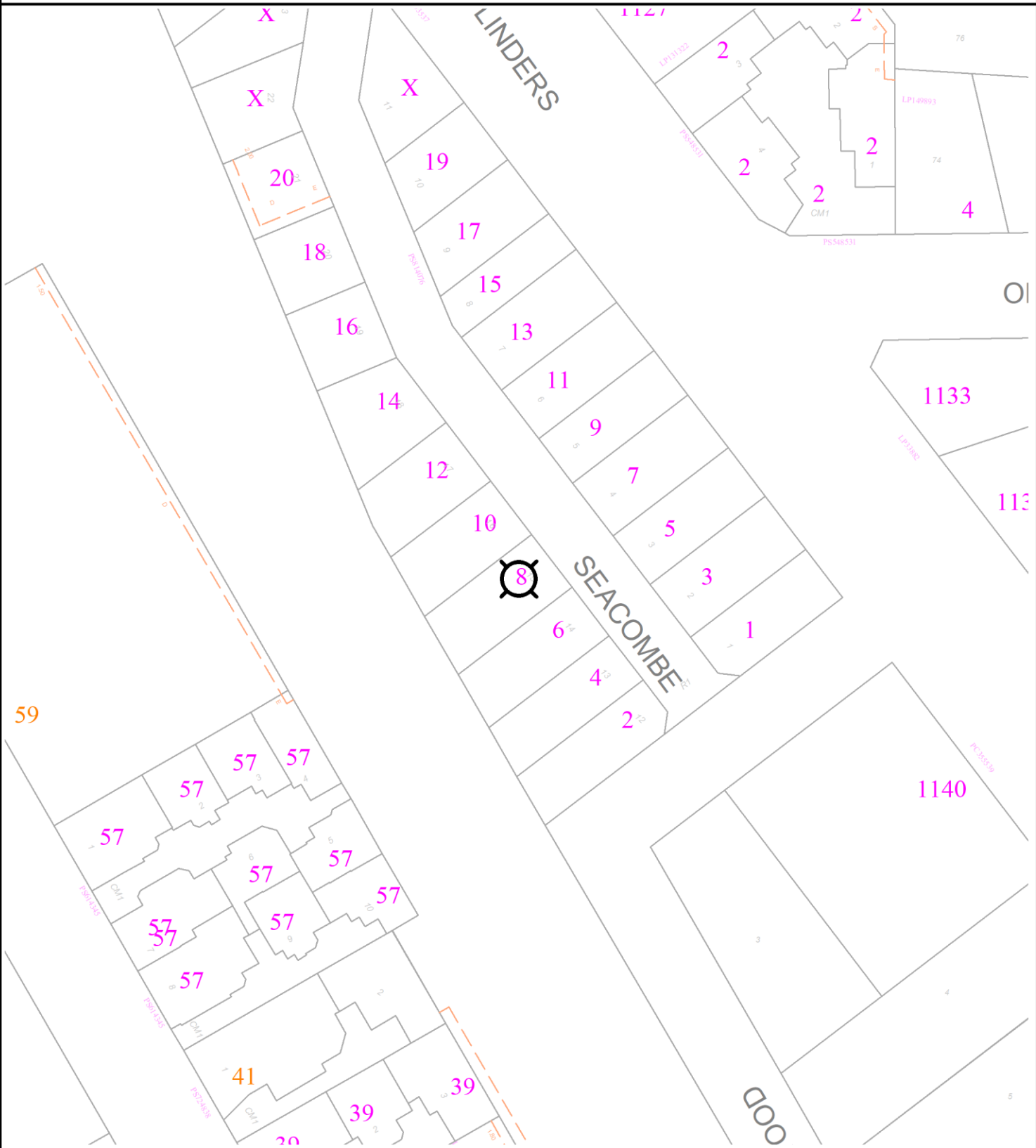
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, 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



Case Number: 46365451

Date: 09APRIL2024



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
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			~ 1.0 Offset from Boundary

From www.planning.vic.gov.au at 09 April 2024 12:42 PM

PROPERTY DETAILS

Address: **8 SEACOMBE GROVE SOMERVILLE 3912**
 Lot and Plan Number: **Lot 15 PS814076**
 Standard Parcel Identifier (SPI): **15\PS814076**
 Local Government Area (Council): **MORNINGTON PENINSULA**
 Council Property Number: **148628**
 Planning Scheme: **Mornington Peninsula**
 Directory Reference: **Melway 148 F1**

www.mornpen.vic.gov.au

[Planning Scheme - Mornington Peninsula](#)

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**

OTHER

Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



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

Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

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

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

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

RN
2023

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)



031-3188 (21036)

M Dempster & S Dempster
57/15 Beach Road
HAMPTON VIC 3188

2023-24 Rates and Valuation Notice



MORNINGTON
PENINSULA
Shire

Property number

148628

Total amount due

\$1,474.65

Arrears (due immediately)

\$0.00

Current payable

\$1,474.65

Due 15/02/2024

Instalments

1st	\$368.55	Due 30/09/2023
2nd	\$368.70	Due 30/11/2023
3rd	\$368.70	Due 28/02/2024
4th	\$368.70	Due 31/05/2024

Property details

8 Seacombe Grove SOMERVILLE VIC 3912
Lot 15 PS 814076 Vol 12142 Fol 394

Site Value:

\$350,000

Capital improved value

\$680,000

Net annual value

\$34,000

AVPCC

110 - Residential

Financial details

Residential Improved Rate	0.0012830 x CIV	\$872.40
Waste Service Charge		\$446.00

Total Shire rates and charges **\$1,318.40**

Fire Service Levy Residential Fixed		\$125.00
Fire Service Levy Residential Variable	0.000046 x CIV	\$31.25

Total State Government Fire Levy **\$156.25**

Balance due **\$1,474.65**

Key dates

Date of Issue	15/08/2023
Date of declaration	30/05/2023
Date of valuation	01/01/2023

ezyBILL Have your next rates notice sent via email.

mornpen.ezybill.com.au

The rating year is from 01/07/2023 to 30/06/2024.

You can make more frequent payments with a plan.

Payment plan and differential rates information: mornpen.vic.gov.au/rates

Property owners:

M Dempster, S Dempster

The Mornington Peninsula Shire imposes a 0.36% surcharge on all credit and debit card payments.



Post Billpay code: 3064
Ref no: 1486286

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



Billcode: 20537
Ref no: 4001486286

BPAY® this payment via Internet
or phone banking.

BPAY View® View and pay this bill
using internet banking.

BPAY View Registration No: 4001486286



*3064 1486286

Green/hard waste voucher
Non-transferable.
Expires 30 September 2024.
20230114862804



Green/hard waste voucher
Non-transferable.
Expires 30 September 2024.
20230114862804



Green/hard waste voucher
Non-transferable.
Expires 30 September 2024.
20230114862804



Green/hard waste voucher
Non-transferable.
Expires 30 September 2024.
20230114862804



Property Clearance Certificate

Land Tax



BRENDAN DE BEER

Your Reference: LD:72427647-014-4.DEMPSTE

Certificate No: 74574285

Issue Date: 09 APR 2024

Enquiries: ESYSPROD

Land Address: 8 SEACOMBE GROVE SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46475481	15	814076	12142	394	\$1,500.00

Vendor: MARTIN DEMPSTER

Purchaser: SUZANNE DEMPSTER

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS SUZANNE DEMPSTER	2024	\$350,000	\$1,500.00	\$0.00	\$1,500.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	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: \$680,000

SITE VALUE: \$350,000

CURRENT LAND TAX CHARGE: \$1,500.00

Notes to Certificate - Land Tax

Certificate No: 74574285

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" 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 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 = \$1,500.00

Taxable Value = \$350,000

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

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 74574285

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: 74574285

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

Windfall Gains Tax



BRENDAN DE BEER

Your LD:72427647-014-4.DEMPSTER

Reference: (32)

Certificate No: 74574285

Issue Date: 09 APR 2024

Land Address: 8 SEACOMBE GROVE SOMERVILLE VIC 3912

Lot	Plan	Volume	Folio
15	814076	12142	394

Vendor: MARTIN DEMPSTER

Purchaser: SUZANNE DEMPSTER

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.

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick

Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 74574285

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 74574286</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 74574286</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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OCCUPANCY PERMIT

Building Act 1993, Building Regulations 2018 : Regulation 192. Form 16 Job No:201911227

To Agent

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

Owner Details

Martin & Suzanne Dempster
114/220 Bay Road, SANDRINGHAM VIC 3191
Phone Business : 0477719877 Fax :

Builder :

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

Project Address :

No. 8, Lot 15, Seacombe Grove, SOMERVILLE 3912
Municipality: Mornington Peninsula Shire Council

title: 814076 Volume: 12142 Folio: 394

site area m²: 327

Nature of Building

Construction of a detached dwelling and garage

Total new floor area, m²: 191

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 Re-Inspection (steps)

Approval Date

30/01/2020
03/02/2020
04/02/2020
27/02/2020
26/05/2020

Occupancy Permit No: 4668960224990

Issue Date :28 May 2020

Signed

RELEVANT BUILDING SURVEYOR Vito Munafa 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.

DATED

2024

VENDOR: MARTIN DEMPSTER & SUZANNE DEMPSTER

CONTRACT OF SALE OF REAL ESTATE

Property: 8 SEACOMBE GROVE SOMERVILLE 3912

J & L Lawyers trading as Sandcorp Conveyancing
Suite 5, 23-25 Melrose Street
Sandringham VIC 3191

Tel: 03 9533-1555 Fax: 03 8678-1236
E: contact@sandcorp.com.au