

# CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008 filled up by the Vendor and/or the Vendor's Estate Agent named herein

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract. The terms of this contract are contained in the:

- Particulars of sale
- Special conditions, if any
- General conditions and the
- Vendor's Statement

and in that order of priority. The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

## SIGNING 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 this contract comprising:

- Form 1 (Contract of Sale of Real Estate-----Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate-----General Conditions);
- Vendor's Statement

SIGNED BY THE PURCHASER/S

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

.....  
Signature:

.....  
Signature:

.....  
print name of person signing:

.....  
print name of person signing:

.....  
state nature of authority if applicable  
(e.g. "director", "attorney under power of attorney")

.....  
state nature of authority if applicable  
(e.g. "director", "attorney under power of attorney")

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

SIGNED BY THE VENDOR/S

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

.....  
Signature:  
**SHAREE JANE HASE**

.....  
Signature:  
**KRISTAN BRETT HASE**

.....  
print name of person signing:

.....  
print name of person signing:

.....  
state nature of authority if applicable  
(e.g. "director", "attorney under power of attorney")

.....  
state nature of authority if applicable  
(e.g. "director", "attorney under power of attorney")

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

## IMPORTANT NOTE TO PURCHASERS

### Cooling-off period

### Section 31 Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you. You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

2.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

**MAXWELL COLLINS REAL ESTATE**  
55 Myers Street, Geelong VIC 3220

Tel: 5222 4711

Fax: 5221 7331

Ref: Lois Wilson

Email: lois@maxwellcollins.com.au

VENDOR

**SHAREE JANE HASE AND KRISTAN BRETT HASE**  
of 26 Whitecliff Way, Armstrong Creek VIC 3217

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER



**NELSON PROPERTY TRANSFER SERVICES**  
of Level 2, 77 Yarra Street, Geelong VIC 3220

Tel: 5221 7411

Ref: CB:25:21172

Email: callum@npts.com.au

PURCHASER

of

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel:

Ref:

Email:

PROPERTY ADDRESS

**12 CALLISTEMON CIRCUIT, LARA VIC 3212**

LAND

The land is described –

- \* in the attached copy title(s) Volume 12230 Folio 202
  - \* and known as 12 Callistemon Circuit, Lara VIC 3212
- and includes all improvements and fixtures

GOODS

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature. (List or attach Schedule)

**PAYMENT PRICE** \$

**DEPOSIT** \$ \_\_\_\_\_ By \_\_\_\_\_ of which \$ \_\_\_\_\_ has been paid

**BALANCE** \$ \_\_\_\_\_ payable at settlement

If the vendor **is** required to collect GST and the price above does **not** include GST you must write the words **“plus GST”** in the appropriate box headed **GST** on the following page.

If the purchaser is **not** entitled to vacant possession of the Land being sold you must write the words **“subject to lease”** in the appropriate box headed **Encumbrances** on the following page and particulars of any lease must be included.

**GST (refer to general condition 13)**

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

If this is a sale of a 'farming business' or 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**' to this box

**GST withholding (refer to Special Condition 2)**

In accordance with Section 14-250 of Schedule 1 of the *Tax Administration Act 1953* ("TAA"), below is written notice required to be provided:

Purchaser must make a  
GST Withholding Payment:

☒ No

☐ Yes

(If yes, the vendor must provide further details. If further details are not fully completed at the Contract date, the vendor must provide all these details in a separate notice at least 14 days before the due date for settlement)

**SETTLEMENT** is due on                    /                    / 2025

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan, whichever is later.

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:

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

**Encumbrances**

This sale is NOT subject to an existing mortgage unless the words '**subject to existing mortgage**' appear in this box

If the sale is '**subject to an existing mortgage**' then particulars of the mortgage are:

**Special conditions**

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

**Loan (refer to general conditions 14)**

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

Lender:

Loan Amount:  \$

Approval Date:  / / 2025

## Special Conditions

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

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

### 1. 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.

### 1B. \*Foreign resident capital gains withholding

\*This special condition applies to contracts entered into on or after 1 January 2025.

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1B.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
  - (b) ensure that the representative does so.
- 1B.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 2. GST Withholding

- 2.1 In this special condition, section references are to Schedule 1 of the Taxation Administration Act 1953 (Cth) as amended by Treasury Laws Amendment (2018 Measures No.1) Act 2018 (Cth) and asterisked terms have the same meanings as when used in that schedule.
- 2.2 If section 14-255(1) applies to the supply of the property, the vendor must give the purchaser the written notice required by that section at least seven days before settlement.
- 2.3 Failure to provide notice does not constitute a breach under this Contact. The purchaser is not excused from making a withholding payment where the vendor fails to give the required notice. The purchaser must make their own assessment as to whether GST is required to be withheld and must then make remittance to the commissioner.
- 2.4 If section 14-250 requires the recipient of supply to withhold an amount ('withholding sum') from the consideration payable to the vendor and pay it to the Commissioner, the purchaser must:
- (a) complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum and;
  - (b) at settlement, comply with section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum or;
  - (c) At Settlement the Purchaser must produce written evidence to the Vendor that the Purchaser has paid the GST Withholding Amount to the Commissioner of Taxation.
  - (d) The Vendor may refuse to Settle if the Purchaser fails to produce evidence to the Vendor that the GST Withholding Amount has been paid to the Commissioner of Taxation in accordance with this special condition 32.
  - (e) The Purchaser is responsible for any penalties or interest payable to the Commissioner of Taxation on account of late payment of the GST Withholding Amount.
  - (f) The Purchaser indemnifies and will keep the Vendor indemnified against any Loss arising out of or in respect of a breach by the Purchaser of this special condition 32.
  - (g) If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.
- 2.5 An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.
- 2.6 Except as expressly set out in this special condition, the rights and obligations of the parties under this contract including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.
- 2.7 In this special condition, 'settlement' means the time when the first \*consideration for the \*supply (other than consideration provided as a deposit) is first provided.

EC
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## 3. Electronic Conveyancing

*Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 3 applies, if the box is marked "EC"*

- 3.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 3.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition ceases to apply from when such a notice is given.
- 3.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 3.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 3.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 3.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties

has occurred; or

- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

3.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

3.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

3.9 The vendor must before settlement:

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

3.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3.11 The vendor also reserves the right to pass onto the purchaser any associated costs incurred with regards to any settlement time delay from any/all subsequent linked settlements within the PEXA portal

#### **4. Identity of the Land Sold**

The purchaser admits that the land as offered for sale, occupied by the vendor and inspected by the purchaser is identical to that described in the Title particulars as the LAND BEING SOLD in the Vendor Statement. The purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land, or call upon the vendor to move any fences or amend the title or bear all or any part of the cost of doing so.

#### **5. Planning**

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the vendor's title and the purchaser shall not be entitled to any compensation from the vendor in respect thereof.

#### **6. Building and Goods**

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Plumbing Industry, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendors Title and the purchaser shall not claim any compensation whatsoever from the Vendor, not require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy or any other similar document or any copy of any Guarantee or Insurance policy under any building legislation.

#### **7. Restrictions**

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are disclosed or not. The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereto.

8. **Warranties and exclusions**

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those embodied in the contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this Contract and signed by the vendor.

9. **Marketing Materials**

The purchaser agrees that he has not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and has relied solely on his own searches, enquiries and due diligence.

10. **Goods**

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their condition and any deficiencies.

11. **Loan**

General Condition 14.2 (c) is amended to read:

- (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 must provide evidence of non-approval within 2 clear business days after the approval date; and

12. **Delivery of Transfer**

The late delivery of the Transfer of Land pursuant to General Condition 6 shall be a default under this contract.

13. **Settlement**

The failure to settle pursuant to General Condition 10.3 shall be a default under this contract pursuant to General Condition 27.

14. **Purchaser resident of or entitled to purchase land in Australia**

In the event that the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this contract, the purchaser hereby warrants that he has when required by law, obtained the approval of the Treasurer of the Commonwealth of Australia and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer, has received a statement of non-objection by the Treasurer or submits evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisition and Takeovers Act 1975. The purchaser further acknowledges that in the event that this warranty is untrue in any respect the purchaser hereby indemnifies the vendor against any loss which the vendor may suffer as a result of the vendor having relied on this warranty when entering into this contract including any consequential loss.

15. **GST**

If the purchaser is required to pay GST, then the GST and all other money as set out below, shall be deemed to be part of the purchase price and the vendor shall retain an equitable interest in the land hereby sold until all GST, interest, penalties, costs and all other money due to the vendor under any written or oral agreement has been paid in full.

16. **Merger**

All terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the contract, which remain to be performed on the part of the purchaser or are capable of having effect on the part of the purchaser after the final settlement, shall remain in full force and effect notwithstanding the settlement and all those provisions shall not merge in the Transfer of Land instrument or registration. However, all terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the contract, to be performed on the part of the vendor and all other rights whatsoever and howsoever arising either in law or in equity that may have inured to the purchaser in law or in equity, shall cease to have any effect whatsoever and shall merge absolutely in the Transfer of Land instrument or registration.

17. **Stamp Duty**

If the vendor or his agent has provided an estimate of the amount of stamp duty payable by the purchaser, the vendor gives no warranty nor does he make any representation as to the actual amount of stamp duty that may be payable by the purchaser.

18. **Stamp Duty – More than one purchaser**

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

Name: .....	.....%
Name: .....	.....%
Name: .....	.....%
Total	100%

- 18.2 If the proportions recorded in the Transfer of Land differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional Stamp Duty which may be assessed as a result of the variation.
- 18.3 The purchasers shall fully indemnify the vendor, the vendor's agent and the vendor's conveyancer or 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 of Land differing from those in the contract or any other matter whatsoever.
- 18.4 This Special Condition shall not merge on completion of this contract.

**19. Non payment of the whole or part of the deposit**

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his option. General Condition 27 shall not apply where the deposit or part of the deposit is not paid when it is due.

**20. Solar Panels**

The vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

**21. State Revenue Office Duties Form**

21.1 Upon the purchaser confirming that all special conditions benefitting the purchaser have been met:-

- (a) the vendor will prepare the electronic document required for the assessment within the State Revenue Office Duties On Line (DOL) system and provide the purchaser with the DOL document ID number
- (b) the electronic Duties on Line must be finalised by the purchaser to a stage where it is ready for signature by the purchaser not less than seven (7) days prior to the settlement date in the contract or such other settlement date as may **be agreed between the parties (settlement date)**

21.2 Should the purchaser fail to finalise the electronic Duties On Line document at least seven (7) days prior to the Settlement Date in the contract or the purchaser changes the electronic Duties on Line document creating a need for the vendor to resign the electronic Duties On Line document, the vendor will not be required to settle the matter prior to the expiration of seven (7) days after the vendor resigns the electronic Duties On Line document.

21.3 Wherein appearing the singular shall include the plural, the male gender shall include the female gender or a body corporate.

**22. Building Inspection** ☐ ***This Special Condition is only applicable if the Box is checked***

22.1 The purchaser may end the Contract within 7 days from the day of sale if the purchaser:

- (a) Obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a Major Building Defect;
- (b) Gives the vendor a copy of the report and a written notice ending this Contract; and
- (c) Is not then in default under any other term and condition of this contract.

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

22.3 A notice under this general condition may be served on the vendor's legal practitioner or conveyancer.

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

**23. Pest Inspection** ☐ ***This Special Condition is only applicable if the Box is checked***

23.1 The purchaser may end the Contract within 7 days from the day of sale if the purchaser:

- (a) Obtains a written report from a pest control operator licensed under Victorian Law which discloses a current pest infestation on the land and designates it as a Major Infestation affecting the structure of a building on the land;
- (b) Gives the vendor a copy of the report and a written notice ending this Contract; and
- (c) Is not then in default under any other term and condition of this contract.

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



- 23.3 A notice under this general condition may be served on the vendor's legal practitioner or conveyancer.
- 23.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**24. Land Tax**

For Contracts entered into on or after 1 January 2024, Land Tax is not an adjustable item.

**25. Settlement Rescheduling Fee**

If settlement does not occur on the due date by reason of request by or fault of the purchaser or their mortgagee, and the purchaser is therefore in default of this Contract, the purchaser agrees to pay a rescheduling fee of \$220.00 at settlement for each rescheduled settlement by way of adjustment in favour of the vendor.

**26. Delay on Settlement**

The vendor gives notice to the purchaser, and the purchaser acknowledges, that in the event that the purchaser fails to complete settlement on the due date, by reason of request by or fault of the purchaser or their mortgagee, and is therefore in default, the vendor will or may suffer the following losses and expenses which the purchaser shall be required to pay to the vendor:

- (a) The cost of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance calculated from the due date for settlement;
- (b) Interest payable by the vendor under any existing mortgage over the property calculation calculated from the due date for settlement;
- (c) Accommodation, storage and removal expenses incurred by the vendor;
- (d) Legal costs and expenses as between the vendor's conveyancers and the vendor;
- (e) A fee of \$220.00 (including GST) ("Rescheduling Fee") for each and every time the settlement date is changed. This Rescheduling Fee must be allowed by the purchaser to the vendor in the statement of adjustments;
- (f) Penalties payable by the vendor to a third party as a result of any delay in completion on the vendor's purchase of another property; and
- (g) Interest chargeable on the balance of the purchase monies in accordance with the terms of this contract.

**27. Adjustments**

The Statement of Adjustment of outgoings in respect of the property and copies of all certificates and other information used to calculate the adjustments shall be delivered by email correspondence to the vendor's conveyancer herein at least three (3) business days prior to settlement. In the event the Statement of Adjustments and copies of all certificates are not provided to the Vendor's conveyancer by email at least three (3) business days prior to settlement, the purchaser is deemed to be in default of the Contract and the purchaser shall be required to pay an administration fee in the sum of \$220.00 Including GST to the Vendor's conveyancer by way of adjustment at settlement.

**28. Loss or damage before settlement**

General Conditions 24.4, 24.5 and 24.6 do not apply to this Contract.

## CONTRACT OF SALE OF REAL ESTATE - GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

### TITLE

#### 1. Encumbrances

- 1.1 The Purchaser buys the property subject to:
- (a) any encumbrance shown in the Vendor's 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 If the Particulars of Sale provide that the Purchaser is taking over an existing mortgage:
- (a) the Purchaser assumes liability for the mortgage; and
  - (b) the price is satisfied to the extent of any mortgage money owing at the settlement; and
  - (c) the Vendor must treat any payment made by the Purchaser under the mortgage as a payment made to the Vendor under this Contract.

#### 2. Vendor warranties

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

#### 3. Identity of the Land

- 3.1 An omission or mistake in the description, measurement or area of the Land does not invalidate the sale.
- 3.2 The Purchaser may not:
- (a) make any objection or claim 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 Subject to general conditions 7.3 and 7.4, the vendor must ensure that at or before settlement, the purchaser receives—  
 (a) a release from the secured party releasing the security interest in respect of the property; 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 the due date for 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 the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted— if the security interest is registered in the Personal Property Securities Register.
- 7.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.
- 7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that—  
 (a) is not described by serial number in the Personal Property Securities Register; and  
 (b) is predominantly used for personal, domestic or household purposes; and  
 (c) 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.
- 7.5 A release for the purposes of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 7.6 If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.7 In addition to ensuring a release is received under general condition 7.2(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.
- 7.8 The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.9 If the purchaser does not provide an advice under general condition 7.8, 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.
- 7.10 If settlement is delayed under general condition 7.9, 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.
- 7.11 Words and phrases used in general condition 7 which are defined in the [Personal Property Securities Act 2009 \(Cth\)](#) have the same meaning in general condition 7.

## 8. **Builder warranty insurance**

The Vendor must provide at settlement details of any current builder warranty insurance 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 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 to that part of the Land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'register 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:
    - (i) to the Vendor's licensed estate agent or legal practitioner or conveyancer and held by the estate agent or legal practitioner or conveyancer on trust for the Purchaser until the registration of the plan of subdivision; or
    - (ii) if the Vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the Vendor in the Contract in the joint names of the Purchaser and the Vendor and held in that account 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 draft or cheque drawn on an authorised deposit-taking institution; or
  - (c) If the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this General Condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the Purchaser must pay the fees on up to three cheques drawn on 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 proof, to the reasonable satisfaction of the Purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the day of sale; and
  - (c) all conditions 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.
- 12.4 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in Section 27 (1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

## 13. GST

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

## 14. Loan

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

15. **Adjustments**
- 15.1 All periodic outgoings payable by the Vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the Vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the Land is treated as the only land of which the Vendor is owned (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.
3. **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 in Victoria.
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 prepaid 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 any party, whether the expression 'give' or 'serve' or any other expression is used.
18. **Nominee**
- The Purchaser may nominate a substitute or additional transferee, but the named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract.
19. **Liability of signatory**
- Any signatory for a proprietary limited company Purchaser is personally liable for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in the case of 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 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 served 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 service of the notice-
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. **Default not remedied**

28.1 All unpaid money under the Contract becomes immediately payable to the Vendor if the default has been made by the Purchaser and is not remedied and the costs and interest are not paid.

28.2 The Contract immediately ends if:

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

28.3 If the Contract ends by a default notice given by the Purchaser:

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

28.4 If the Contract ends by a default notice given by the Vendor:

- (a) the Deposit up to 10% of the Price is forfeited to the Vendor as the Vendor's absolute property, whether the Deposit has been paid or not; and
- (b) the Vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the Vendor may within one year of the Contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the Price on the resale

and any resulting expenses by way of liquidated damages; and

- (d) the Vendor may retain any part of the Price paid until the Vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the Vendor's damages must take into account the amount forfeited to the Vendor.

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

**GUARANTEE**

We,

of

(hereinafter called "the Guarantors" IN CONSIDERATION of the within named vendor selling to the within named Purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth HEREBY for ourselves our respective Executors and administrators COVENANT with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the Vendor 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 we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest, costs or other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the Purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

AS WITNESS our hands and seals the                      day of                      2025

SIGNED SEALED AND DELIVERED

by the Guarantors                      .....

in the presence of:                      .....

Witness .....



# NELSON PROPERTY TRANSFER SERVICES

Level 2, 77 Yarra Street, Geelong VIC 3220  
Tel: 5221 7411 Email: [geelong@npts.com.au](mailto:geelong@npts.com.au)

## SECTION 32 STATEMENT PARTICULARS OF SALE

**VENDOR:** SHAREE JANE HASE AND KRISTAN BRETT HASE  
**STREET ADDRESS:** 12 CALLISTEMON CIRCUIT, LARA VIC 3212  
**LAND BEING SOLD:** The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title:  
**VOLUME 12230 FOLIO 202**

The vendor makes this statement in respect of the land in accordance with Section 32 of the *Sale of Land Act* 1962. The statement must be signed by the vendor either personally or by his electronic signature.

### FINANCIAL MATTERS

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

- (a) Their total does not exceed **\$6,000.00**
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the above amount.
- (c) Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under that charge are as follows: - **NOT APPLICABLE**

### COMMERCIAL AND INDUSTRIAL PROPERTY TAX

The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

Yes ☐ No ☒

If Yes, the AVPCC number is: Not Applicable  
The Entry Date of the land was: Not Applicable

### INSURANCE

#### Damage or Destruction

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

#### Owner Builder

Where there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act* 1993 applies to the residence.

**NOT APPLICABLE**

### LAND USE - RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

- (a) Easements affecting the land - as set out in the documents attached (if any)
- (b) Covenants affecting the land - as set out in the documents attached (if any)
- (c) Leases affecting the land - as set out in the documents attached (if any)
- (d) Other similar restrictions affecting the land - as set out in the documents attached (if any)



Particulars of any existing failure to comply with the terms of any Easement, Covenant, Lease or other similar restriction are :-  
**NONE TO THE VENDORS KNOWLEDGE**

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

**ROAD ACCESS**

**There is access to the property by road**

**BUSHFIRE - PRONE AREA**

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

**PLANNING AND ROAD ACCESS** - Information concerning any planning instrument -

☒ Attached is a certificate with the required specified information.

☒ The required specified information is as follows:

- |     |                               |                                 |
|-----|-------------------------------|---------------------------------|
| (a) | Name of planning scheme       | Greater Geelong Planning Scheme |
| (b) | Name of responsible authority | City of Greater Geelong         |
| (c) | Zoning of the land            | GRZ - General Residential Zone  |
| (d) | Name of planning overlay      | As attached (if any)            |

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

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

**NONE TO THE VENDORS KNOWLEDGE** save as disclosed herein or in any Owners Corporation Certificate.

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

Particulars of any Mining Licences affecting the land are as follows :- **NOT APPLICABLE**

**BUILDING APPROVALS**

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

**AS ATTACHED (if relevant)**

**GROWTH AREA INFRASTRUCTURE CONTRIBUTION**

**NOT APPLICABLE**

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

PURCHASER'S ACKNOWLEDGEMENTS

The purchaser hereby acknowledges being given this statement signed by the vendor with all the attached documents and a **DUE DILIGENCE CHECKLIST** before the purchaser signed the contract

DATE OF ACKNOWLEDGMENT 2025

Signature of Purchaser .....



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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.

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

Page 1 of 1

VOLUME 12230 FOLIO 202

Security no : 124123974385M  
Produced 28/04/2025 03:46 PM

### LAND DESCRIPTION

Lot 917 on Plan of Subdivision 805400W.

PARENT TITLES :

Volume 08881 Folio 597 to Volume 08881 Folio 598

Volume 11660 Folio 360 Volume 12153 Folio 096 Volume 12172 Folio 764

Volume 12181 Folio 320

Created by instrument PS805400W 02/07/2020

### REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

KRISTAN BRETT HASE

SHAREE JANE HASE both of 12 CALLISTEMON CIRCUIT LARA VIC 3212

AT433967A 16/07/2020

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX892435M 10/04/2024

WESTPAC BANKING CORPORATION

COVENANT PS805400W 02/07/2020

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

### DIAGRAM LOCATION

SEE PS805400W 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: 12 CALLISTEMON CIRCUIT LARA VIC 3212

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK

Effective from 10/04/2024

DOCUMENT END



# Imaged Document Cover Sheet


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Document Identification	<b>PS805400W</b>
Number of Pages (excluding this cover sheet)	<b>7</b>
Document Assembled	<b>28/04/2025 15:46</b>

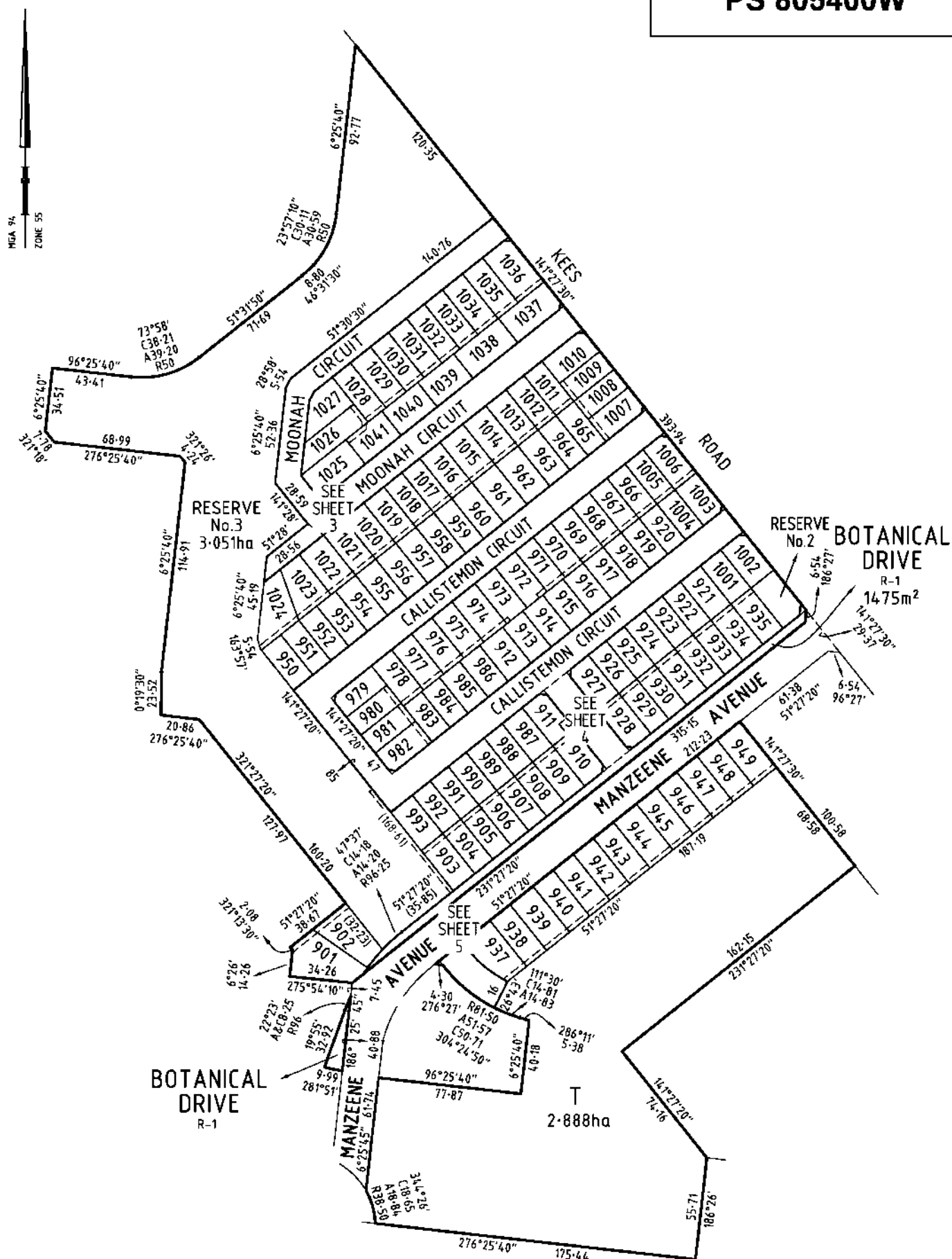
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<b>PLAN OF SUBDIVISION</b>			<b>EDITION 2</b>		<b>PS 805400W</b>	
<b>LOCATION OF LAND</b>  PARISH: MORANGHURK TOWNSHIP: - SECTION: 22 CROWN ALLOTMENT: 2 (PART) & 13 (PART) CROWN PORTION: -  TITLE REFERENCE: C/T VOL 8881 FOL 597 VOL 8881 FOL 598 VOL 11660 FOL 360 VOL 12172 FOL 764 VOL 12153 FOL 096 VOL 12181 FOL 320  LAST PLAN REFERENCE: LOT 4 LP91364 LOT 5 LP91364 LOT X PS649418T LOT U PS742162J LOT N PS748981M LOT P PS805387K  POSTAL ADDRESS: KEES ROAD, (at time of subdivision) LARA, 3212  MGA94 CO-ORDINATES: E: 270 240 ZONE: 55 (of approx centre of land N: 5 789 720 in plan)			<b>Council Name:</b> City of Greater Geelong  <b>Council Reference Number:</b> 14216 <b>Planning Permit Reference:</b> 464/2014 <b>SPEAR Reference Number:</b> S138097H  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 03/09/2019  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement is to be satisfied in stage: 12  Digitally signed by: Shane Pritchard for City of Greater Geelong on 16/06/2020  <b>Statement of Compliance issued:</b> 26/06/2020			
<b>VESTING OF ROADS AND/OR RESERVES</b>			<b>Notations</b>			
<b>IDENTIFIER</b>		<b>COUNCIL/BODY/PERSON</b>				
ROAD R-1 RESERVE No.1		CITY OF GREATER GEELONG POWERCOR AUSTRALIA PTY LTD A.C.N. 064 651 109				
RESERVE No.2 RESERVE No.3		BARWON REGION WATER CORPORATION CITY OF GREATER GEELONG				
<b>NOTATIONS</b>						
<b>SURVEY:</b> This plan is based on survey BP2986B  <b>STAGING:</b> This is not a staged subdivision Planning Permit No. 464/2014  This survey has been connected to permanent marks No(s). Moranghurk 17, 122, In Proclaimed Survey Area No. - 128 & 132			<b>Lots 1 to 900, 936, 994 to 1000 and Lots A to S (all inclusive) have been omitted from this plan.</b>  <u>Other purpose of this plan</u> To remove by agreement that part of drainage Easement E-3 (created in LP91364) that lies within this Plan via section 6 (1) (k) of the Subdivision Act 1988.  <u>Other purpose of this plan</u> Removal of Restrictive Covenant created in Transfer F781999 over the land in folio of the register Vol 8881 Fol 597  <u>Other purpose of this plan</u> Removal of Restrictive Covenant created in Transfer F074282 over the land in folio of the register Vol 8881 Fol 596  <u>Other purpose of this plan</u> Removal of Restrictive Covenant created in Transfer F032069 over the land in folio of the register Vol 12181 Fol 320  <u>Grounds for Removal</u> City of Greater Geelong Planning Permit No. 188/2020			
<b>EASEMENT INFORMATION</b>						
<b>LEGEND:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
<b>Easement Reference</b>	<b>Purpose</b>	<b>Width (Metres)</b>	<b>Origin</b>	<b>Land Benefited/In Favour of</b>		
E-1	PIPELINES OR ANCILLARY PURPOSES	2.50	THIS PLAN SECTION 136 OF THE WATER ACT 1989	BARWON REGION WATER CORPORATION		
E-2	PIPELINES OR ANCILLARY PURPOSES	3	PS 805387K SECTION 136 OF THE WATER ACT 1989	BARWON REGION WATER CORPORATION		
E-2	DRAINAGE	3	PS 805387K	CITY OF GREATER GEELONG		
E-4	PIPELINES OR ANCILLARY PURPOSES	2	THIS PLAN SECTION 136 OF THE WATER ACT 1989	BARWON REGION WATER CORPORATION		
<b>MANZEENE VILLAGE - STAGE 10 (133 LOTS)</b>				<b>AREA OF STAGE - 10.18ha</b>		
 10 Moorabool Street PO Box 4032 Geelong Vic 3220 T 61 3 5249 6888 spiire.com.au		<b>SURVEYORS FILE REF:</b> 304870SV00		<b>ORIGINAL SHEET SIZE:</b> A3	<b>SHEET 1 OF 6</b>	
		Digitally signed by: PHILLIP JOHN HERRIDGE, Licensed Surveyor, Surveyor's Plan Version (11), 15/06/2020, SPEAR Ref: S138097H		<b>PLAN REGISTERED</b> <b>TIME:</b> 4:33pm <b>DATE:</b> 02/07/20 <b>G. ROTTEVEEL</b> Assistant Registrar of Titles		

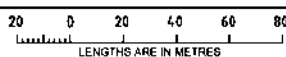
PS 805400W



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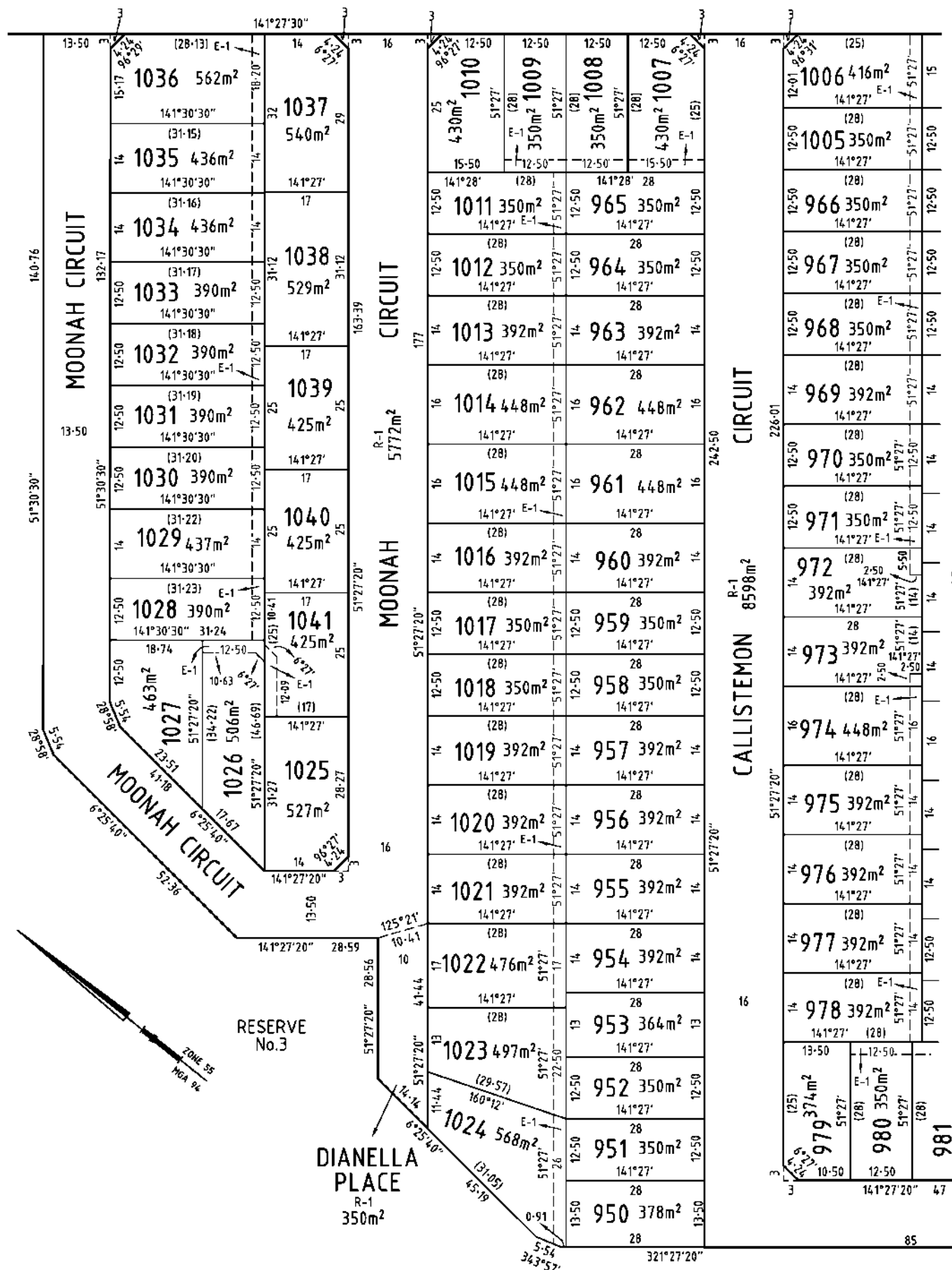
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SIZE: A3

SHEET 2

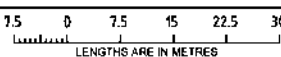
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City of Greater Geelong,  
16/06/2020,  
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KEES ROAD



SEE  
SHEET  
4

SCALE  
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ORIGINAL SHEET  
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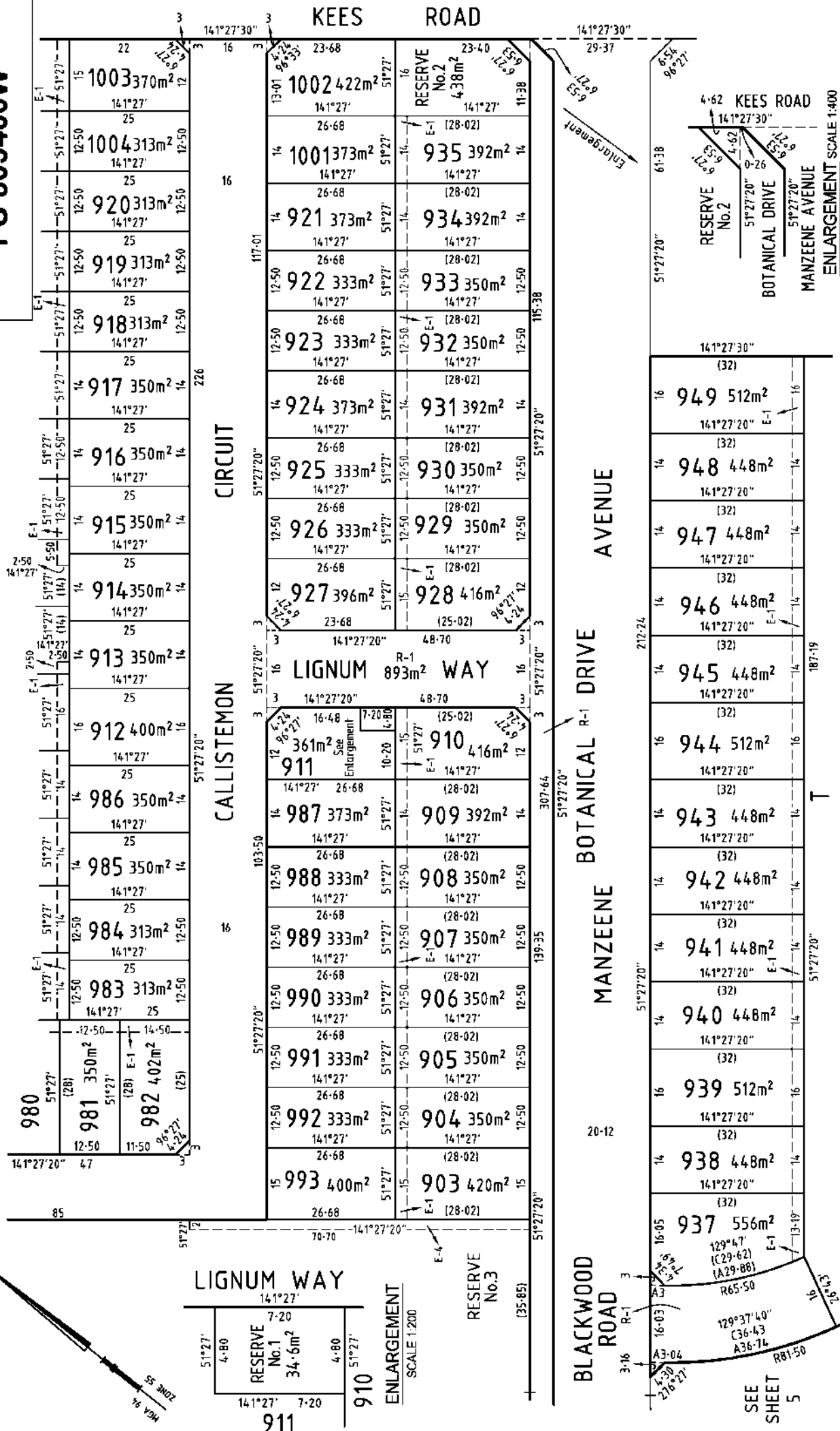
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16/06/2020,  
SPEAR Ref: S138097H

SHEET 3



**PS 805400W**

SEE SHEET 3



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JOHN HERRIDGE, Licensed  
B097H

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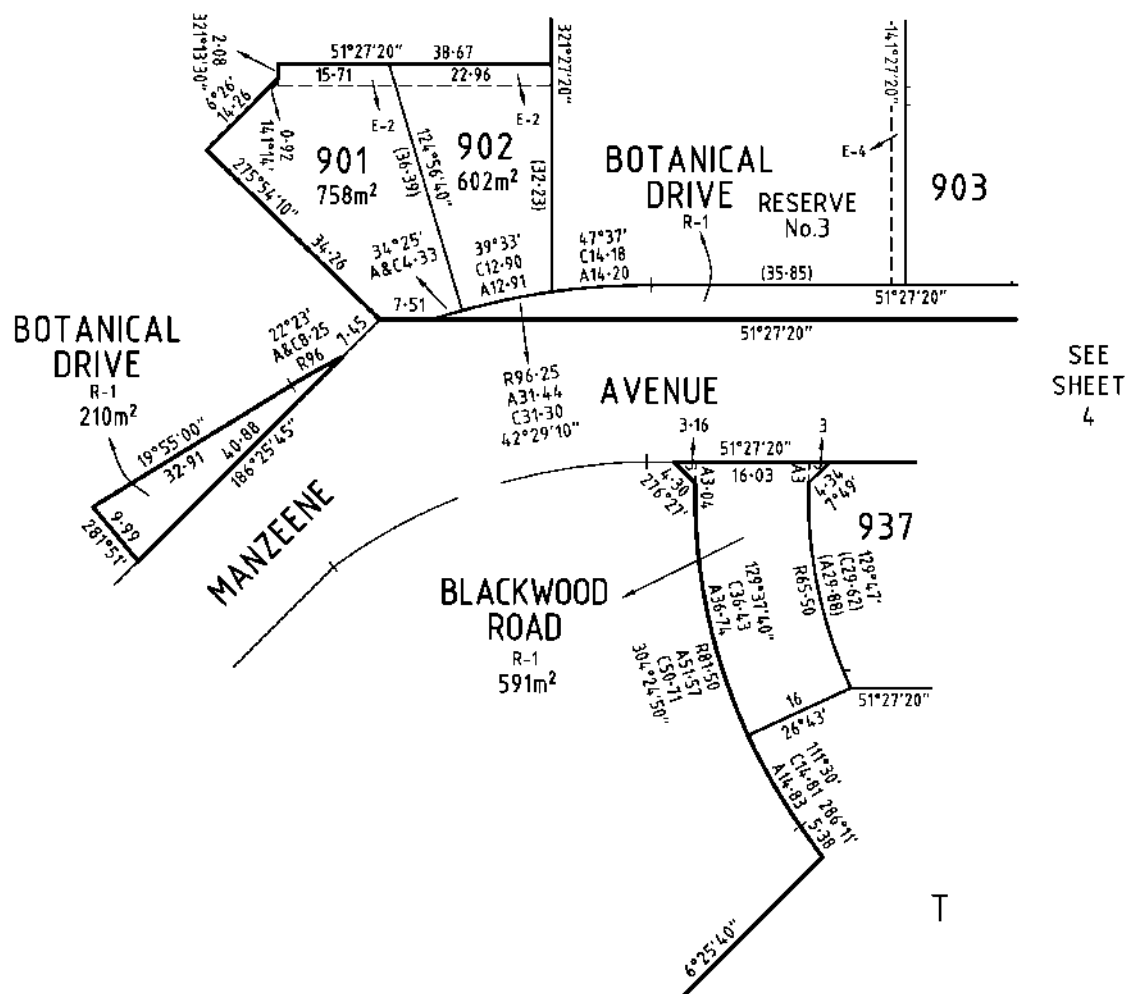
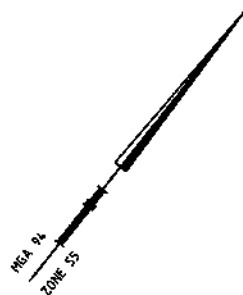
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LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A2

PS 805400W



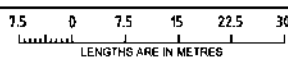
SEE  
SHEET  
4

T

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SCALE  
1: 750



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ORIGINAL SHEET  
SIZE: A3

SHEET 5

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16/06/2020,  
SPEAR Ref: S138097H

**PS 805400W**

Creation of Restriction No 1

The following Restriction is to be created upon registration of this plan:

Land to Benefit: Lots 901 to 935, 937 to 993 and 1001 to 1041 (all inclusive) on this plan.

Land to be Burdened: Lots 901 to 935, 937 to 993 and 1001 to 1041 (all inclusive) on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of the burdened lots must not:

1. Construct or allow to be constructed any improvements on any lot:

- 1.1 that is not in accordance with Manzeene Village Design Guidelines unless otherwise approved by the Manzeene Village Design Assessment Panel, 1/20 Wilson Street South Yarra Victoria 3141, a copy of which guidelines can be obtained from the Manzeene Village Design Assessment Panel; and
- 1.2 without obtaining written approval of the design for that improvement from the Manzeene Village Design Assessment Panel, which approval must be obtained even if the design for that lot improvement complies with the Manzeene Village Design Guidelines.

This Restriction will cease to have effect 8 years after the date of Registration of this plan.

Creation of Restriction No 2

The following Restriction is to be created upon registration of this plan:

Land to Benefit: Lots 902, 903, 950, 993, 1024 and Reserve No.3 on this plan.

Land to be Burdened: Lots 902, 903, 950, 993, 1024 and Reserve No.3 on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of the burdened lots must not:

Construct a fence that is inconsistent, or alter a fence so that it becomes inconsistent with the interface treatment plan endorsed as part of planning permit 464/2014 or as amended.

Creation of Restriction No 3

Upon registration of this plan the following restriction is created:

Land to Benefit: Lots 901 to 935, 937 to 993 and 1001 to 1041 (all inclusive) on this plan.

Land to be Burdened: Lots 901 to 935, 937 to 993 and 1001 to 1041 (all inclusive) on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of a burdened lot must not:

1. Build or permit to be built any building(s) that does not provide 1.0 metre clear horizontal access along the full length of a minimum one side boundary of the lot.



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ORIGINAL SHEET  
SIZE: A3

SHEET 6

Digitally signed by:  
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## RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PS805400W

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.  
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

[illegible]

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 28 April 2025 03:52 PM

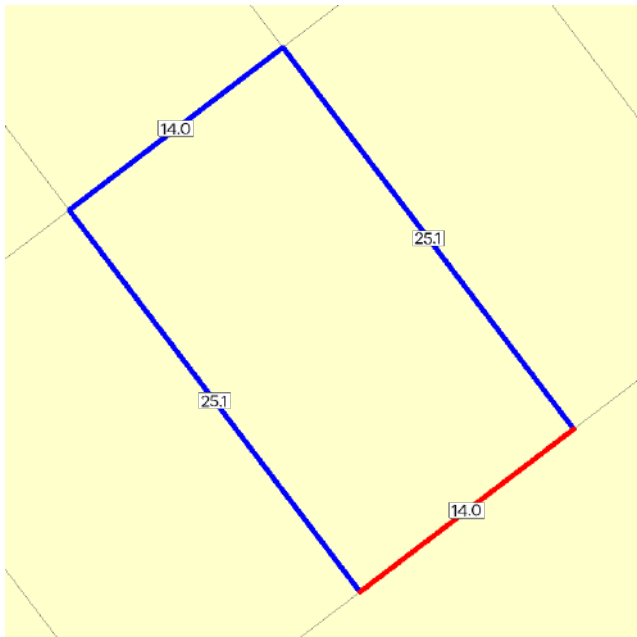
## PROPERTY DETAILS

Address: **12 CALLISTEMON CIRCUIT LARA 3212**  
Lot and Plan Number: **Lot 917 PS805400**  
Standard Parcel Identifier (SPI): **917\PS805400**  
Local Government Area (Council): **GREATER GEELONG**  
Council Property Number: **393761**  
Directory Reference: **Melway 422 G2**

[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

## SITE DIMENSIONS

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



**Area:** 351 sq. m

**Perimeter:** 78 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**  
Legislative Assembly: **LARA**

## PLANNING INFORMATION

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

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

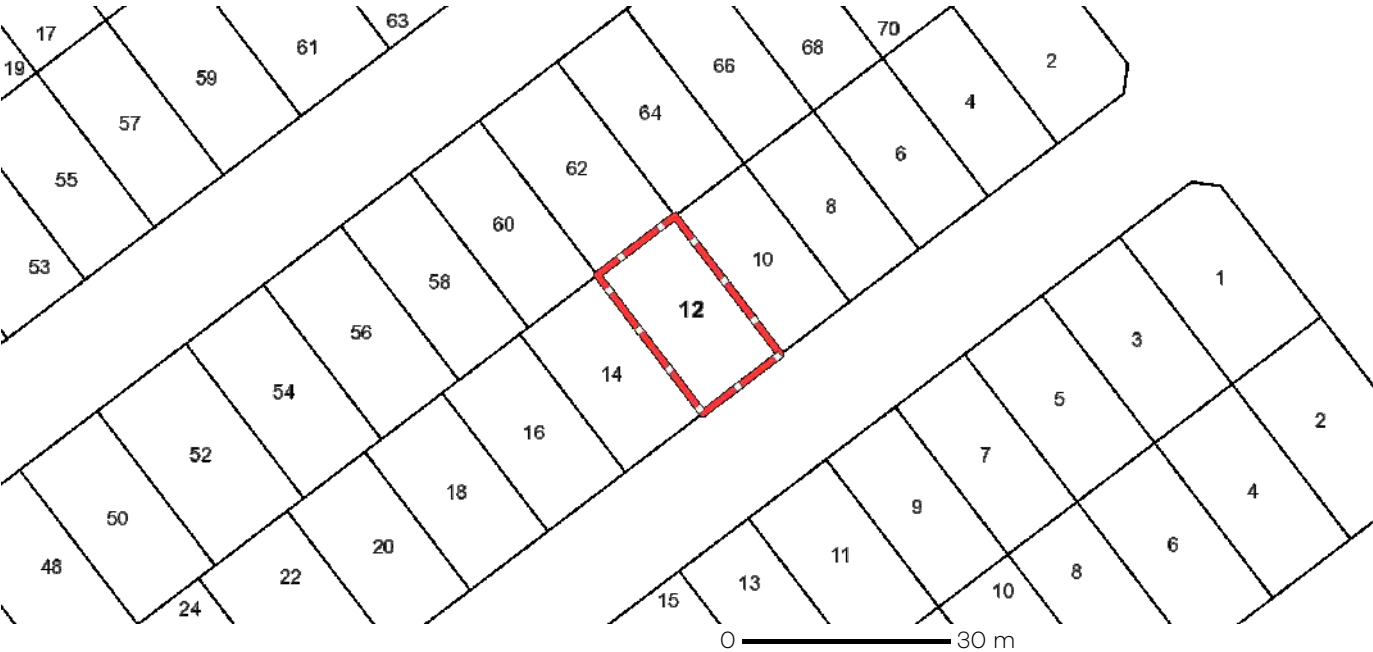
Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



 Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 28 April 2025 03:52 PM

PROPERTY DETAILS

Address: 12 CALLISTEMON CIRCUIT LARA 3212  
Lot and Plan Number: Lot 917 PS805400  
Standard Parcel Identifier (SPI): 917\PS805400  
Local Government Area (Council): GREATER GEELONG  
Council Property Number: 393761  
Planning Scheme: Greater Geelong  
Directory Reference: Melway 422 G2

www.geelongaustralia.com.au

Planning Scheme - Greater Geelong

UTILITIES

Rural Water Corporation: Southern Rural Water  
Urban Water Corporation: Barwon Water  
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STATE ELECTORATES

Legislative Council: WESTERN VICTORIA  
Legislative Assembly: LARA

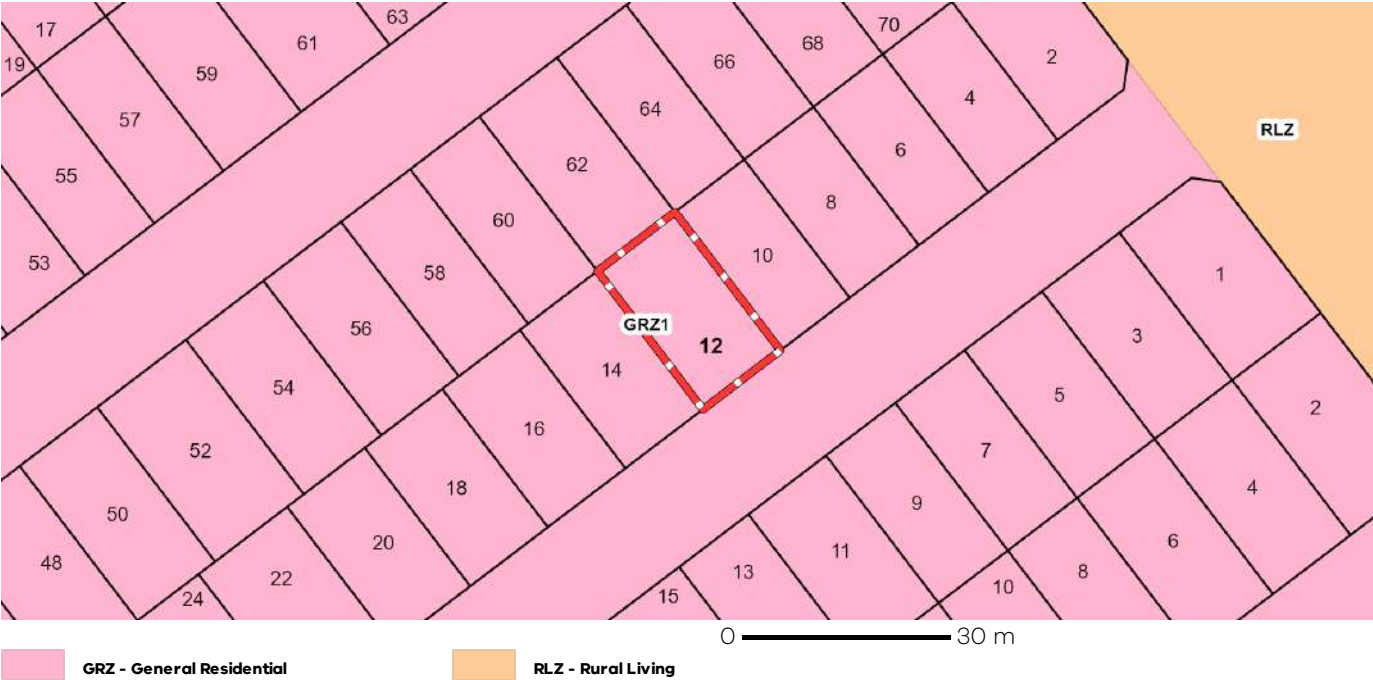
OTHER

Registered Aboriginal Party: Wadawurrung Traditional Owners Aboriginal Corporation

View location in VicPlan

Planning Zones

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

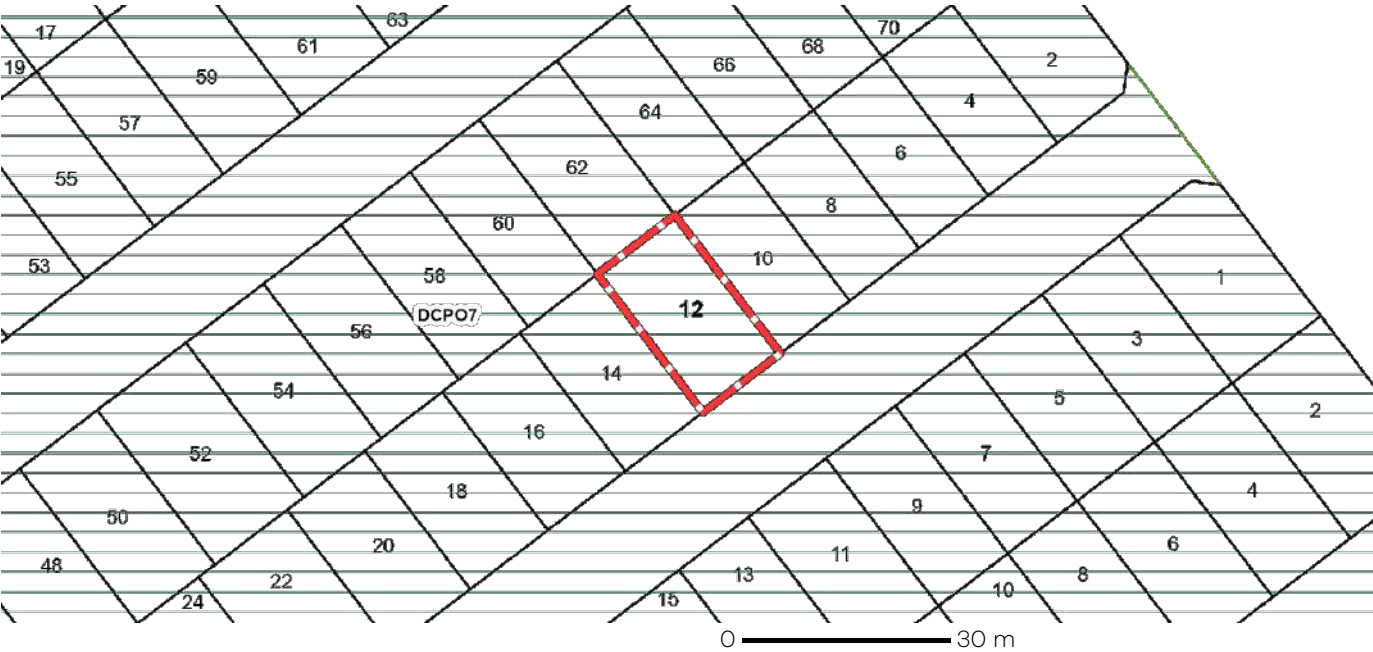


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

PLANNING PROPERTY REPORT

Planning Overlays

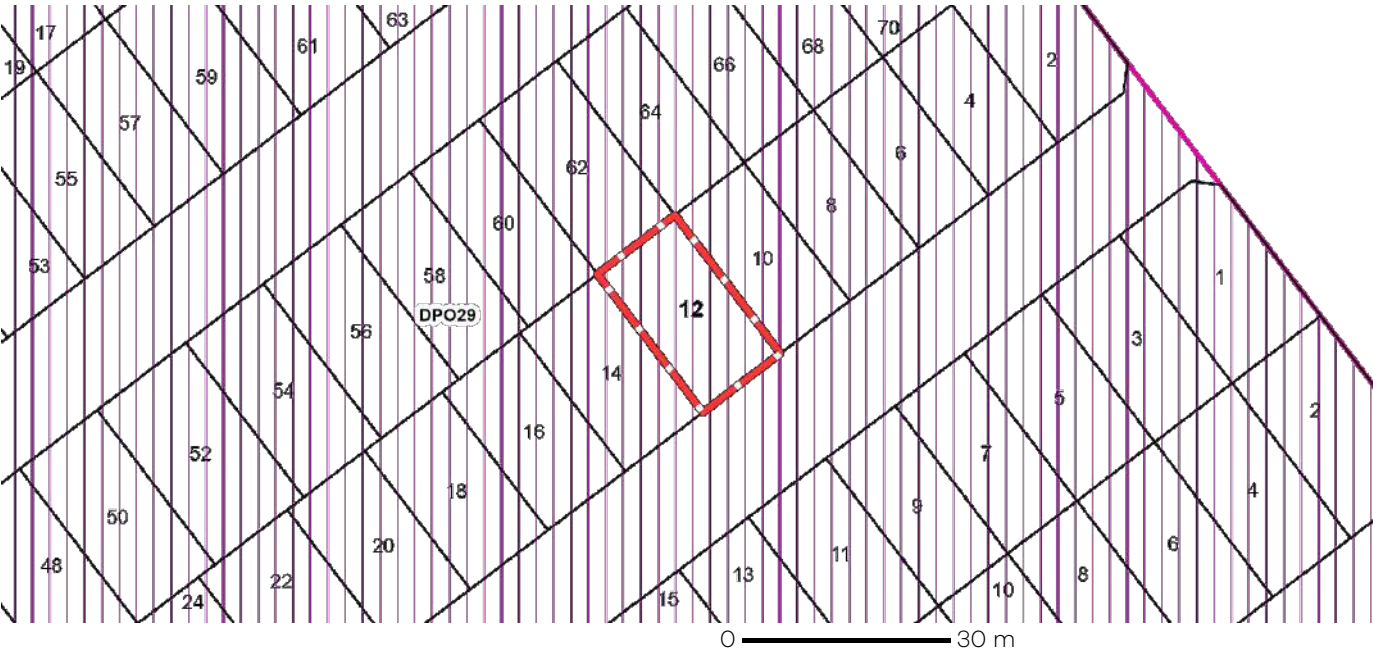
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)  
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 7 (DCPO7)



DCPO - Development Contributions Plan  
Overlay

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

DEVELOPMENT PLAN OVERLAY (DPO)  
DEVELOPMENT PLAN OVERLAY - SCHEDULE 29 (DPO29)



DPO - Development Plan Overlay

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





# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

## Further Planning Information

Planning scheme data last updated on 24 April 2025.

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

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

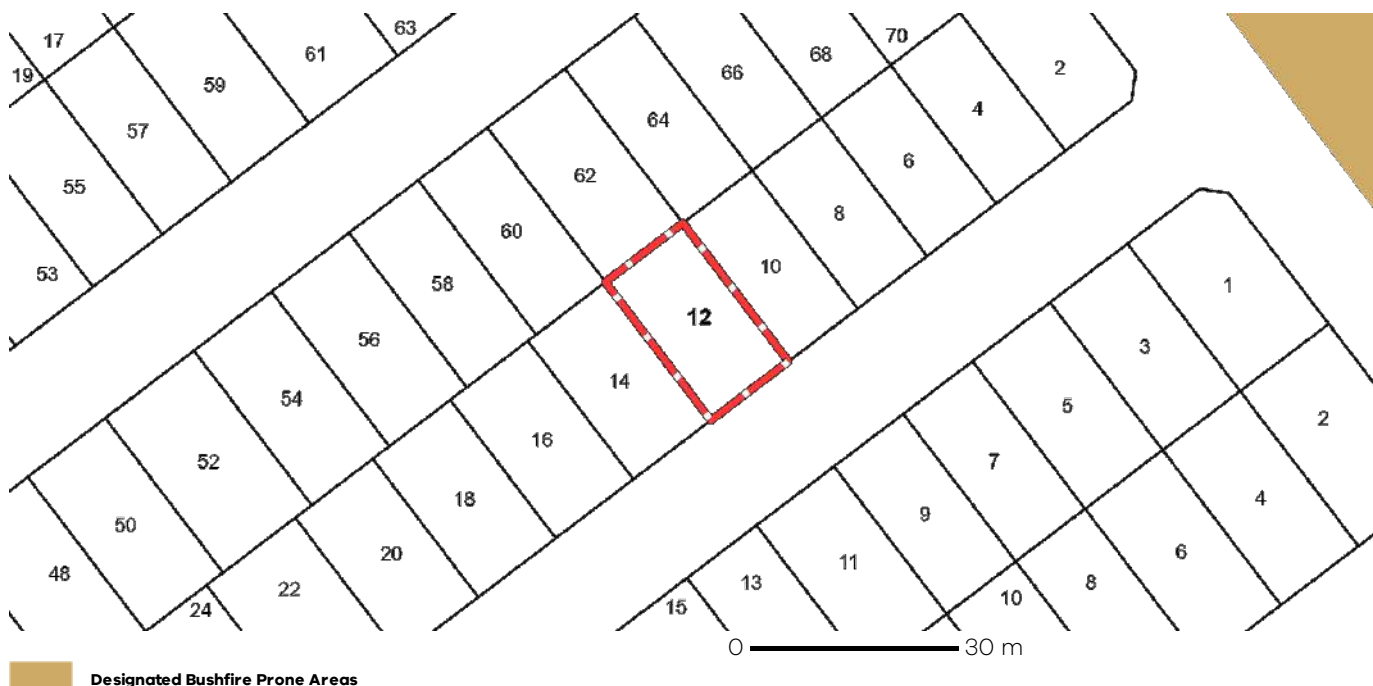
# PLANNING PROPERTY REPORT

## 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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

**45.06**

31/07/2018  
VC148

**DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY**

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

**Purpose**

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

To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

**45.06-1**

19/01/2006  
VC37

**Development contributions plan**

A permit must not be granted to subdivide land, construct a building or construct or carry out works until a development contributions plan has been incorporated into this scheme.

This does not apply to the construction of a building, the construction or carrying out of works or a subdivision specifically excluded by a schedule to this overlay.

A permit granted must:

- Be consistent with the provisions of the relevant development contributions plan.
- Include any conditions required to give effect to any contributions or levies imposed, conditions or requirements set out in the relevant schedule to this overlay.

**45.06-2**

19/01/2006  
VC37

**Preparation of a development contributions plan**

The development contributions plan may consist of plans or other documents and may, with the agreement of the planning authority, be prepared and implemented in stages.

The development contributions plan must:

- Specify the area to which the plan applies.
- Set out the works, services and facilities to be funded through the plan, including the staging of the provision of those works, services and facilities.
- Relate the need for the works, services or facilities to the proposed development of land in the area.
- Specify the estimated costs of each of the works, services and facilities.
- Specify the proportion of the total estimated costs of the works, services and facilities which is to be funded by a development infrastructure levy or community infrastructure levy or both.
- Specify the land in the area and the types of development in respect of which a levy is payable and the method for determining the levy payable in respect of any development of land.
- Provide for the procedures for the collection of a development infrastructure levy in respect to any development for which a permit is not required.

The development contributions plan may:

- Exempt certain land or certain types of development from payment of a development infrastructure levy or community infrastructure levy or both.
- Provide for different rates or amounts of levy to be payable in respect of different types of development of land or different parts of the area.

17/07/2014  
C285

SCHEDULE 7 TO CLAUSE 45.06 DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

Shown on the planning scheme map as DCPO7.

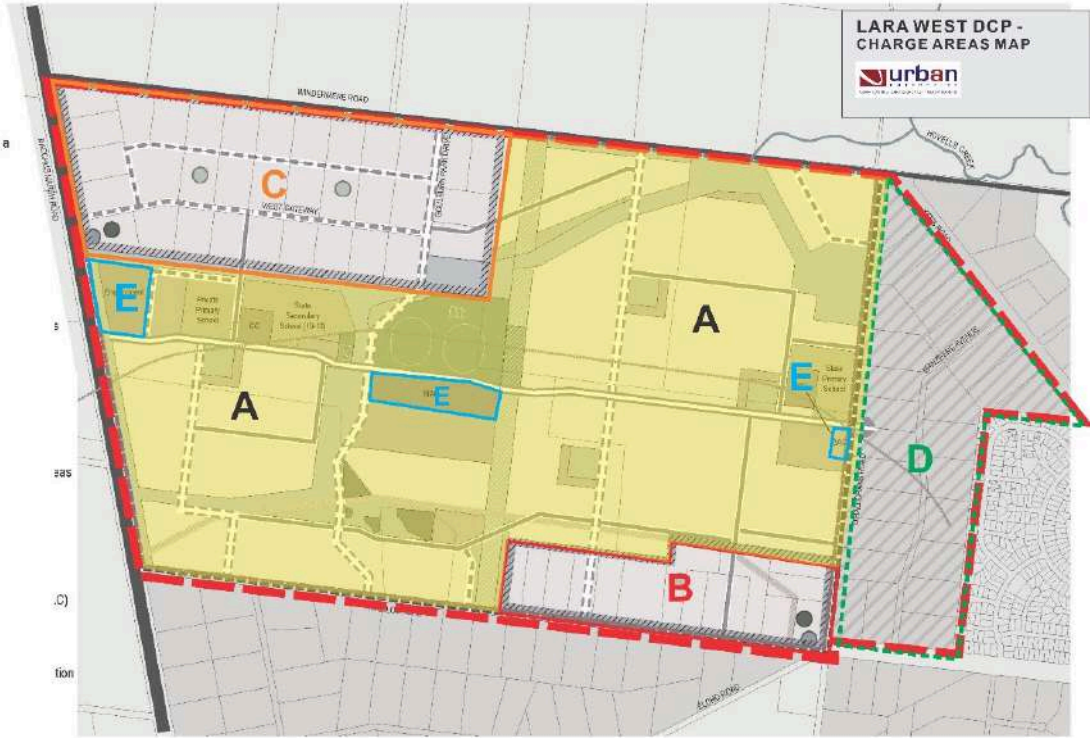
LARA WEST DEVELOPMENT CONTRIBUTIONS PLAN

1.0  
07/12/2020  
C396ggee

Area covered by this development contributions plan

This Development Contributions Plan (DCP) applies to the Lara West DCP Main Catchment Area. This area is shown in the Lara West DCP. The Main Catchment Area and individual Charge Areas are shown below.

Map 1 to Schedule 7 to Clause 45.06



2.0  
07/12/2020  
C396ggee

Summary of costs

Facility	Total cost \$	Time of provision	Actual cost attributable to development \$	Proportion of cost attributable to development %
Land Acquisition	\$1,215,700	Refer to DCP	\$1,215,700	100%
Roads and intersections	\$8,828,800	Refer to DCP	\$8,828,800	100%
Trails	\$291,200	Refer to DCP	\$291,200	100%
Open Space	\$9,842,090	Refer to DCP	\$6,329,449	64%
Community - DIL	\$15,635,297	Refer to DCP	\$15,635,297	100%
Community – CIL	\$4,026,990	Refer to DCP	\$4,026,990	100%
Strategic Planning and DCP	\$1,318,000	Refer to DCP	\$1,318,000	100%
TOTAL	\$41,158,077		\$37,645,436	91%

**GREATER GEELONG PLANNING SCHEME**

*Note: Contributions are listed in July 2012 values. Under the DCP the contributions are to be adjusted following annual indexation. These figures exclude GST.*

**3.0 Demand Units**

The DCP apportions cost based on demand units. In this DCP one demand unit is equal to one hectare of net developable land within the Lara West DCP Main Catchment Area (for the Development Infrastructure Levy), and one demand unit is equal to one dwelling within the Main Catchment Area (for the Community Infrastructure Levy).

Charge Area	Demand Units (Development Infrastructure Levy)	Demand Units (Community Infrastructure Levy)
<b>Charge Area A</b>	195.19	3,020
<b>Charge Area B</b>	15.33	230
<b>Charge Area C</b>	48.37	726
<b>Charge Area D</b>	44.63	669
<b>Charge Area E</b>	7.84	0
<b>TOTAL</b>	<b>311.36</b>	<b>4,645</b>

**4.0**  
17/07/2014  
C285

**Summary of contributions**

Charge Area	DIL per ha	CIL per dwelling
<b>Charge Area A</b>	\$125,716.34	\$866.95
<b>Charge Area B</b>	\$83,745.84	\$866.95
<b>Charge Area C</b>	\$80,662.17	\$866.95
<b>Charge Area D</b>	\$80,594.86	\$866.95
<b>Charge Area E</b>	\$37,932.59	N/A

*Note: Contributions are listed in July 2012 values. Under the DCP the contributions are to be adjusted following annual indexation. These figures exclude GST.*

The Development Contribution for each demand unit must be adjusted as follows:

- In relation to the costs associated with all infrastructure items other than land, the cost must be adjusted and the contribution amounts recalculated according to the following method:
  - The capital costs of each infrastructure item must be adjusted by reference to the *Producer Price Indexes Australia, Victoria (Table 17 Selected Output of Division E - Construction industry, Building Construction Victoria (for buildings) and Road and Bridge Construction Victoria (for roads, bridges, trails, etc))* published by the ABS (Series 6427.0) or similar index.
  - The revised infrastructure costs and the adjustment of the contributions must be calculated as at 1 July in each year.
  - In relation to the cost of land required under the DCP, the land value must be adjusted by adopting a revised land value for each parcel of land to be acquired based on the same valuation principles used for the original valuations.

## GREATER GEELONG PLANNING SCHEME

- The revised land value and the adjustment of the contributions must be calculated as of 1 July in each year.
- Within 14 days of the adjustments being made, the Responsible Authority must publish a notice of the amended contributions in a newspaper circulating in the municipality.

### 5.0

15/01/2024  
VC249

### Land or development excluded from development contributions plan

The DCP applies to all land in the Lara West Main Catchment Area for a period of 20 years.

The development of land for a small second dwelling is exempt from the requirement to pay a development infrastructure levy and a community infrastructure levy.

*Note: This schedule sets out a summary of the costs and contributions prescribed in the DCP. Refer to the incorporated development contributions plan for full details*

**43.04**

31/07/2018  
VC148

**DEVELOPMENT PLAN OVERLAY**

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

**Purpose**

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

To identify areas which require the form and conditions of future use and development to be shown on a development plan before a permit can be granted to use or develop the land.

To exempt an application from notice and review if a development plan has been prepared to the satisfaction of the responsible authority.

**43.04-1**

31/07/2018  
VC148

**Objectives**

A schedule to this overlay may specify objectives to be achieved for the area affected by the overlay.

**43.04-2**

31/07/2018  
VC148

**Requirement before a permit is granted**

A permit must not be granted to use or subdivide land, construct a building or construct or carry out works until a development plan has been prepared to the satisfaction of the responsible authority.

This does not apply if a schedule to this overlay specifically states that a permit may be granted before a development plan has been prepared to the satisfaction of the responsible authority.

A permit granted must:

- Be generally in accordance with the development plan.
- Include any conditions or requirements specified in a schedule to this overlay.

**43.04-3**

31/07/2018  
VC148

**Exemption from notice and review**

If a development plan has been prepared to the satisfaction of the responsible authority, an application under any provision of this planning scheme is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

**43.04-4**

25/02/2025  
VC257

**Preparation of the development plan**

The development plan may consist of plans or other documents and may, with the agreement of the responsible authority, be prepared and implemented in stages.

A development plan that provides for residential subdivision in the Neighbourhood Residential Zone, General Residential Zone, Housing Choice and Transport Zone, Residential Growth Zone, Mixed Use Zone, Township Zone, Comprehensive Development Zone and Priority Development Zone must meet the requirements of Clause 56 as specified in the zone.

The development plan must describe:

- The land to which the plan applies.
- The proposed use and development of each part of the land.
- Any other requirements specified for the plan in a schedule to this overlay.

The development plan may be amended to the satisfaction of the responsible authority.



07/12/2020  
C396ggee

## SCHEDULE 29 TO CLAUSE 43.04 DEVELOPMENT PLAN OVERLAY

Shown on the planning scheme map as **DPO29** .

### MANZEENE VILLAGE, LARA

This schedule applies to land in the Manzeene Village Precinct in Lara, generally bounded by Patullos Road, O'Hallorans Road, Kees Road and to the rear of established residential properties to the east.

The objective of this schedule is to ensure that a range of detailed planning issues are resolved prior to commencement of development of the area.

1.0  
07/12/2020  
C396ggee

#### Objectives

None specified.

2.0  
07/12/2020  
C396ggee

#### Requirement before a permit is granted

A permit may be granted for the following before a development plan has been approved by the responsible authority:

- an extension or alteration to existing building
- the construction or carrying out of minor works including site preparation works,
- subdivision of land to create a lot for an existing dwelling

Before granting a permit the responsible authority must be satisfied that the permit will not prejudice the future use and development of the land in an integrated and orderly manner.

3.0  
07/12/2020  
C396ggee

#### Conditions and requirements for permits

A permit must contain conditions or requirements which give effect to the provisions and requirements of the approved Development Plan.

A permit for subdivision of land within the Kees Road Catchment identified within the Stormwater Management Plan April 2013 prepared by Spire must contain the following conditions and requirements, unless the responsible authority is satisfied that the conditions and requirements has been satisfied by an alternative method:

- Prior to certification of the Plan of Subvision the developer must secure easement(s) (or widened easements) to Hovells Creek to the satisfaction of Council.
- All costs associated with the facilitation and delivery of down stream drainage works to Hovells Creek, including acquisition of easement land and outfall construction, shall be at the cost of the developer.

4.0  
07/12/2020  
C396ggee

#### Requirements for development plan

The Development Plan may consist of a plan and associated planning and technical reports and other documents. The Development Plan must ensure the Manzeene Village Precinct is planned and integrated with the adjacent Lara West Precinct.

The Development Plan must include the following requirements:

An **Urban Design Masterplan** that includes:

- The location of all proposed land uses including, but not restricted to, roads, open spaces, encumbered open spaces, and medium density housing.

## GREATER GEELONG PLANNING SCHEME

- A general subdivision pattern that:
  - includes the location and general distribution of lots showing a variety of lot sizes and densities to encourage a diversity of housing types.
  - optimises solar access to as many lots as possible.
  - provides for restricted access to lots off Kees Road.
  - ensures roads are not edged by back fencing.
  - ensures open space reserves are primarily interfaced by roads and dwelling frontages.
- Details of proposed treatments to manage sensitive interfaces between residential and non-residential land uses and residential and established rural residential uses.
- Details of proposed urban design treatments, such as front setbacks and fencing treatments, to conserve and enhance the rural 'avenue' character of Manzeene Avenue and the rural character of Kees Road.
- Details of how land identified for useable public open space will be delivered as part of the open space contribution.
- Identification of the south-west corner as a possible site for non-residential uses including hotel, food and drink premises and service station.
- The views of the relevant authority administering the *Pipelines Act 2005* , on proposed land uses located within the pipeline measurement length (as shown in Map 1).
- A requirement that the development of land directly abutting the established residential properties to the east is designed to include a public pedestrian connection, if a lot on Cameron Crescent between Penny and Tydman Courts has been identified for this connection by Council prior to certification of the relevant stage of subdivision, or as otherwise agreed by Council and the Proponent.

An **Integrated Water Management Plan** responding to flooding, stormwater and drainage management. The plan must be generally in accordance with the principles outlined in the Stormwater Management Plan April 2013, prepared by Spiire (and informed by the BMT WBM Flood Impact Report April 2013) , and include:

- Reference to:
  - WSUD Engineering Procedures: Stormwater, CSIRO Publishing , 2005;
  - Clause 56.07 of the Greater Geelong Planning Scheme;
  - City of Greater Geelong Stormwater Management Plan, 2002; and
  - The Infrastructure Design Manual and associated Design Notes.
- A Drainage Strategy that addresses:
  - Drainage Feasibility;
  - Stormwater Quality Management;
  - Peak Discharge Management; and
  - Functional Peak Flood Level Determination.
- Identification of all land to be set aside for drainage purposes, detailing the approximate size and location of all drainage reserves and system components, including retarding basins to meet peak discharge limits and WSUD elements to meet Best Practice Environmental Management Guidelines.
- Identification of any land (including land external to the Manzeene Village development on which flooding will be affected by the Manzeene Village development) that:
  - is to be set aside for drainage purposes, including size, location and type of use of each of the major drainage elements to be located therein;

## **GREATER GEELONG PLANNING SCHEME**

- is subject to flooding pre-development;
- is subject to flooding post-development; and
- is proposed to be filled.
- A demonstration that all land proposed to be used for residential and permitted non-residential uses is above the 100 year ARI flood event plus the appropriate freeboard.
- Easement creation and/or widening and realignment as necessary to ensure adequate provision for pipe-laying and maintenance, both within the development Precinct, and to external affected properties.
- A stormwater management system that ensures peak discharge rates, pollutant loads of all stormwater leaving the site post development are no greater than pre-development and that ensures no adverse impacts to any surrounding area, upstream or downstream.
- Consideration of development staging in the event of: (a) the Lara West Precinct commencing prior to the Manzeene Village Precinct; or (b) the Manzeene Village Precinct commences first with the Lara West Precinct remaining undeveloped.

**A Road Network and Traffic Management Plan** that includes:

- A Movement Network that:
  - promotes a high degree of internal permeability for a variety of transport modes.
  - enables integration with the Lara West Precinct, including the continuation of the main East-West Connector Street through to Manzeene Avenue and along Manzeene Avenue to Kees Road, being designed to accommodate a public bus route and signalised at its intersection with O’Hallorans Road.
  - integrates with the proposed shared path along Patullos Road.
- A Traffic Impact Assessment that:
  - calculates the expected traffic volumes and the impact on the existing road network as a result of the development.
  - identifies necessary treatments or upgrades of roads, intersections or the pedestrian network, including Kees Road, between Benjamin Drive and Windermere Road.
  - outlines the management of the south-west corner by concentrating access/egress on O’Hallorans Road and limiting access/egress to Manzeene Avenue and Patullos Road.
  - defines the cross-sections, including where relevant, verge widths, nature strips, kerb & channel, pavement widths and pathways for all identified roads within the development, to meet the network traffic needs.
- Concept designs for O’Halloran’s Road and the intersections of Patullos Road/ O’Hallorans Road and Windermere Road with O’Hallorans & Kees Roads (subject to inclusion of channelised right turn lanes), consistent with designs prepared for the Lara West Precinct.
- A Pedestrian and Bicycle Network Plan should be prepared that:
  - provides an integrated and continuous network of safe, efficient and convenient footpaths, shared paths and bicycle lanes.
  - enables connections with the future growth area to the west.

**An Open Space and Landscape Masterplan** that includes:

- An open space contribution equal to the amount specified in the schedule to Clause 53.01 or in-lieu cash payment or combination of both. No more than 2.3 per cent of encumbered open space, including drainage reserves and native grassland reserves, shall form part of the open space contribution.

**GREATER GEELONG PLANNING SCHEME**

- Areas of at least 0.5 hectares to be developed as small local parks generally adjacent to drainage reserves to cater for active and passive uses provided generally within 400 metres walking distance of all dwellings.
- All public open space to be a useable size and configuration. Buffer areas to drainage basins are not creditable as unencumbered open space unless they meet the minimum 0.5 hectare amount of useable open space.
- Areas of public open space should be clearly visible and accessible.
- Conceptual plans for all areas of public open space showing general layout and indicative landscape treatments (such as seating, play spaces and paving materials) with any infrastructure being in accordance with the standards set out in Council's Sustainable Communities Infrastructure Development Guidelines May 2010 and the use of local indigenous plant species where appropriate.
- The extent of existing native grassland areas set aside for practical retention. The Masterplan must include specific reserve management actions addressing the retention and enhancement of the native grassland areas.
- The retention, where possible, of trees of high arboricultural value as identified in the assessment prepared by Tree Logic Pty Ltd, 29 November 2012, to provide biodiversity, landscape and amenity value.

The Open Space and Landscape Masterplan must be consistent with the purpose and objectives of the Manzeene Village Lara Native Vegetation Precinct Plan, June 2014.

Map 1 to Schedule 29 Clause 43.04  
High-Pressure Gas Pipeline Measurement Length (as defined in AS2885)  
Manzeene Village Precinct, Lara





## Lot 917 12 CALLISTEMON CRCT LARA

Scale: 1:500

Created: 28/04/2025

### Legend

- Gravity Sewer
- Pressure Sewer
- Portable Water
- Recycled Water



DISCLAIMER: Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.

Barwon Region Water Corporation  
ABN 86 348 316 514

Date of Issue  
07 April 2025

Tax Invoice/Statement

1300 656 007

www.barwonwater.vic.gov.au



K B & S J Hase  
26 Whitecliff Way  
ARMSTRONG CREEK, VIC 3217

Account number  
**69000001 00221672**

Payment due  
**Paying by Instalments**

Total amount due  
**\$ 144.18**

You have established a payment plan with Direct Debit. Your instalment will be deducted from your nominated bank account. If you would like to change your payment plan, please contact us.

Your account summary

Service Address: 12 CALLISTEMON CRCT LARA 3212

Previous balance	\$158.50	DR
Payments/adjustments	\$210.00	CR
Your balance	\$51.50	CR
New charges	\$195.68	DR
<b>Total</b>	<b>\$144.18</b>	<b>DR</b>

Help reduce paper use and switch to our convenient e-Billing and get your bill delivered directly to your email inbox.

By registering your email with us, we can keep you updated about planned works or emergencies in your area.

Visit [barwonwater.vic.gov.au/updatesmydetails](http://barwonwater.vic.gov.au/updatesmydetails) to find out more.

If you have a Centrelink Pension or Health Care Card, or Department of Veterans Affairs Gold Card, you may be eligible for a discount. Contact us for details.

We're here to help you with your water bill

If you're concerned about being able to pay your water bill, we offer extra support and flexibility to suit your situation. We have numerous customer support options available and can tailor an option to suit your individual needs.

For more information, please call us on 1300 656 007 between 8 am and 6 pm, Monday to Friday.

We'll put you in touch with a specialist who'll deal with your enquiry promptly and sensitively.

Get in touch,  
**we're here to help.**

www.barwonwater.vic.gov.au

Installation Type: Residential House

Bill Details as at 07 APR 2025		Value	GST	Price
WATER SERVICE CHARGE	1 APR 2025 to 30 JUN 2025	36.74	0.00	36.74
SEWERAGE SERVICE CHARGE	1 APR 2025 to 30 JUN 2025	158.94	0.00	158.94
Total		\$ 195.68	\$ 0.00	\$ 195.68
Balance brought forward				51.50 CR
Please pay				\$ 144.18



**Need help paying your bill?**  
Contact us to set up a payment plan and talk about grants, rebates and concessions.



**Residential Tenants and Landlords**  
Tenants with separate meters pay water volume charges only.



**Moving house?**  
Please let us know at least 2 days before you move in or out so we can arrange a meter reading and update your details.



**Communication assistance**  
Hearing or speech impaired? Contact us via the National Relay Service on 13 36 77. We provide a free interpreter service. Contact the Translation and Interpreter Service on 13 14 50.



**Servizio Interpreti**      **Služba za usluge tumačenja**      **Услуге тумача**  
**Dolmetschdienst**      **Служба за преведување**      **传译服务**

Contact Us

☎ 1300 656 007  
Email [info@barwonwater.vic.gov.au](mailto:info@barwonwater.vic.gov.au)  
**General enquiries, billing and payment options**  
Mon - Fri, 9.00am - 5.00pm  
**Emergencies and faults**  
24 hours, 7 days

Statement No 7119599 165

Payment Options



**Direct Debit**  
To arrange a direct debit, please call or visit our website.



**Billers Code: 585224**      Contact your financial institution to pay from  
**Ref: 6900 0001 0022 1672 2**      your cheque, savings or credit account.



**Centrelink**  
Centrelink recipients can arrange automatic payments through Centrepay.  
Contact us for details.



**By Cheque**  
Post the payment slip with your cheque payable to Barwon Water to:  
PO Box 14206, Melbourne City MC VIC 8001. Please do not use staples or pins.



**Billpay Code: 0803**

- In person at any post office
- Online at [www.postbillpay.com.au](http://www.postbillpay.com.au)
- Call 13 18 16 for credit card payments

**Ref: 6900 0001 0022 1672 2**

Account number  
**69000001 00221672**

Payment due  
**Paying by Instalments**

Total amount due  
**\$ 144.18**

Statement No 7119599 165

**POST billpay®**



\*803 69000001002216722 \$144.18 8





# Support and payment assistance



**Are you having difficulty paying your water bill?**  
**We offer a range of payment and support options.**

## Payment plans

We offer a range of flexible and tailored solutions to help you pay your water bill, whatever your circumstances.

**One-off payment extensions:** for when life throws up unexpected challenges.

**Bill smoothing:** split your bill and pay in regular instalments: weekly, monthly or fortnightly. Pay in person or direct debit from your bank account.

**Centrepay:** if you receive a Centrelink benefit, you can pay your utility bills automatically.

## Support programs

We understand that any of us can sometimes face financial challenges. We provide a range of customer support programs and can tailor an option to suit your needs. There is no cost to access these services.

**‘Arrange and save’:** if you have an overdue bill, this program can help get you back on track.  
As a bonus, if you make five instalment payments

– on time and in full, we’ll cover the sixth as an incentive.

**Utility relief grant:** this is a Victorian Government program to help pay an overdue electricity, gas or water bill due to temporary financial crisis. If you are eligible, you may receive up to \$650 towards your utilities bills, available every two years.

### High water bill due to undetectable leak?

Received an unusually high water bill? If it’s because of a leak that you could not have known about, you may be eligible for a one-off allowance to help cover the extra cost.

### Medical conditions and life support machines

If you have a medical condition that requires high water consumption (e.g. for bathing or laundering) you could be eligible for a rebate. If you use a haemodialysis machine and have a concession card, you’re eligible for a government rebate plus a further 50% discount on remaining water volume charges.

## Support for customers experiencing family violence

Our staff are trained in identifying and responding to the complex issues associated with family violence.

This includes the utmost respect for your privacy and confidentiality, and access to specialised support networks.

## Connections with counsellors

A number of local organisations provide free financial counselling services. We can connect you to them for additional support and advice.

Similarly, if you're referred to us by one of these organisations, we'll work together to access the support you're eligible for.

## Bill appear higher than usual?

If you're using more water than usual, the extra litres over a few months can easily add up to some extra dollars on your bill.

For ways to save water around the home, visit [www.barwonwater.vic.gov.au/saving-water](http://www.barwonwater.vic.gov.au/saving-water)

## Business customers

We offer a range of flexible and tailored solutions to help you pay your business water bill.

We can also provide advice on how your business can be more water efficient or manage a leak – all of which can help reduce your bills in the future.

## Get in touch – we're here to help

If you're having trouble paying your bill, or simply want to learn more about our options for customers in financial hardship, get in touch – we're here to help.

We will put you in touch with a specialist who will help you with your enquiry promptly, sensitively and confidentially.

Our friendly, Geelong-based customer contact centre is available weekdays 8 am to 6 pm on **1300 656 007**.

For detailed information about concessions, support and payment assistance, including eligibility criteria, visit [www.barwonwater.vic.gov.au/billhelp](http://www.barwonwater.vic.gov.au/billhelp).



### For further information

☎ 1300 656 007 | ✉ [info@barwonwater.vic.gov.au](mailto:info@barwonwater.vic.gov.au)

[www.barwonwater.vic.gov.au](http://www.barwonwater.vic.gov.au)

f t y i n



# 2024-25 RATES, VALUATION AND CHARGES NOTICE



ABN 18 374 210 672  
All items are GST free.

S J Hase and K B Hase  
26 Whitecliff Way  
ARMSTRONG CREEK VIC 3217

RATE NO.	938823		
PROPERTY	12 Callistemon Circuit, LARA VIC 3212 350m2 917 PS 805400		
AVPCC	110 – Detached Dwelling		
VALUATIONS	Site: Land only	\$300,000	
	Capital improved: Land + building + improvements	\$575,000	
	Net annual	\$28,750	
RATES AND CHARGES	Residential Rate 0.00201164 x \$575,000	\$1,156.65	
	*Waste Management Charge \$473.25 x 1	\$473.25	
	Sub Total	\$1,629.90	
FIRE SERVICES PROPERTY LEVY	Classification: Residential		
	Residential Variable 0.000087 x \$575,000	\$50.00	
	Residential Fixed	\$132.00	
	Sub Total	\$182.00	
	Total Due	\$1,811.90	

ONE  
PAYMENT  
IN FULL

\$1,811.90  
Due by  
15 February 2025

## or pay by instalment

To become an instalment payer you must pay your first instalment in full by 30 September 2024, otherwise your balance will be due on 15 February 2025.

FIRST  
INSTALMENT

\$453.05  
Due by  
30 September 2024  
  
Via your direct debit  
arrangement

SECOND  
INSTALMENT

\$452.95  
Due by 30 November 2024

THIRD  
INSTALMENT

\$452.95  
Due by 28 February 2025

FOURTH  
INSTALMENT

\$452.95  
Due by 31 May 2025

Rating Period	1 July 2024 to 30 June 2025
Declared	1 July 2024
Valuation Level	1 January 2024
Operative	1 July 2024
Issue Date	24 August 2024

## PAYMENT METHODS

### DIRECT DEBIT



Our records indicate that you have elected to pay by direct debit. The amount due will be debited in accordance with your instructions on the due date(s). If you have any questions regarding your direct debit please call 03 5272 5272

Payments after the 14 August 2024 may not appear on this notice.

\*The Waste Collection Charge includes an Environmental Protection Agency (EPA) levy estimated at \$67.24.

# ABOUT YOUR RATES, VALUATION AND CHARGES NOTICE

P: 03 5272 5272  
E: [revenue@geelongcity.vic.gov.au](mailto:revenue@geelongcity.vic.gov.au)  
[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)  
Wadawurrung Country  
Wurriki Nyal  
137-149 Mercer Street, Geelong

## FINANCIAL SUPPORT

Find up-to-date resources and answers to common questions at [www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

## WHAT IF I MISS OR UNDERPAY THE FIRST INSTALMENT?

To become an instalment payer you must pay your first instalment in full by 30 September 2024, otherwise your balance will be due on 15 February 2025.

## WHAT HAPPENS IF MY PAYMENTS ARE LATE?

Penalty interest at 10 per cent as set by the Victorian Government, is charged on all overdue amounts.  
  
If we have to take action to recover any overdue amount, you may be required to pay recovery and legal costs.

## HOW ARE PAYMENTS ALLOCATED?

We allocate the money you pay in the following order:

- legal and debt recovery costs, if any
- overdue and interest, if any
- your current rates, charges and fire levy.

## WHAT ASSISTANCE IS AVAILABLE?

As well as our many payment options, we also offer:

1. **Rates deferral\*** – if you’re experiencing financial hardship.
2. **Individual payment plans** – also for financial hardship.
3. **Rates waiver\*** – for low income households experiencing a valuation increase over 50 per cent, without property improvements.
4. **Pensioner rebate\*** – excludes Health Care Card holders.

For more information search for ‘rates arrangements’ on our website.

\* Sections 27 and 28 of the *Fire Services Property Levy Act 2012* also allow qualifying ratepayers to use these assistance measures.

## WHAT IF I DISAGREE WITH SOMETHING ON MY RATES NOTICE?

Please contact us, so we can review your situation and try to find a solution. If your issue can’t be resolved, the table below explains your rights of appeal.  
  
If you choose to appeal, you must still pay your rates by the due date. If your appeal is successful, we will credit your account or refund, if requested.

What you can appeal	By when	Legislation	How to lodge
Differential rate applied to your property	Within 60 days of the date of issue of the initial rates notice.	<i>Local Government Act 1989</i> – Section 183	Search for ‘differential rating’ at <a href="http://www.vcat.vic.gov.au">www.vcat.vic.gov.au</a>
The property valuation / AVPCC	Within two months** of the date of issue of the initial rates notice	<i>Valuation of Land Act 1960</i> – Sections 16,17,18	Search for ‘valuation objection’ on our website, or contact us.
Any other rate or charge	Within 60 days of the date of issue of the initial rates notice.	<i>Local Government Act 1989</i> – Section 184	Must be lodged in the County Court – seek legal advice.

\*\*Within four months if a notice has not been supplied to the occupier of the land.

## HOW MUCH HAVE MY RATES INCREASED THIS YEAR?

We have complied with the Victorian Government’s rates cap.  
  
The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipal district
- (ii) the application of any differential rate
- (iii) the inclusion of other rates and charges not covered by the rates cap.

## KEY TERMS TO HELP YOU UNDERSTAND YOUR RATES

**Differential rate** – the ‘rate in the dollar’ charged on properties will vary, depending on the land use category applied (for example, residential or commercial). Search for ‘rating strategy’ on our website or contact us.

**Valuation** – your property has 3 values, site value (SV)\*, capital improved value (CIV) and net annual value (NAV). CIV (includes SV)\* is used to calculate your rates. Search for ‘property valuation’ on our website for more information.

**Australian Valuation Property Classification Code (AVPCC)** - is a classification that assigns a code to land based on its existing use.

**Refund requests** for overpaid rates may attract a \$30 administrative fee. Please ensure that you enter the correct payment details.

**Change of mailing address** - It is your responsibility to notify the City of any change of address so there is no delay in receiving your notice and to avoid penalties.

# Used by the State Government to calculate land tax. Visit [www.sro.vic.gov.au](http://www.sro.vic.gov.au) for more information.

The differential applicable to this property is shown on the front of this notice.

Differential Rating Table:

Differential	Rates in \$	Total
Residential Land	0.00201164	\$1,156.65
Commercial / Industrial Land	0.00391729	\$2,252.40
Vacant Land	0.00275846	\$1,586.10
Farm Land	0.00101016	\$580.8
Mixed Use Land	0.00305012	\$1,753.80

## PRIVACY STATEMENT

We will comply with the Information Privacy and Health Privacy Principles as set out in the *Privacy and Data Protection Act 2014*. For more information, search for ‘privacy’ on our website.

## LISTED OWNERS:

KB Hase  
SJ Hase



# 2025 Land Tax Assessment Notice

For land held in joint ownership

STATE  
REVENUE  
OFFICE  
VICTORIA  
ABN 76 775 195 331



7059532055001000001  
MRS SHAREE JANE HASE  
26 WHITECLIFF WAY  
ARMSTRONG CREEK VIC 3217

THIS NOTICE IS ISSUED TO YOU ON BEHALF OF:  
MR KRISTAN BRETT HASE  
MRS SHAREE JANE HASE

## Manage your land tax online

- View and pay assessments
- Apply for exemptions
- Update property ownership

[sro.vic.gov.au/mylandtax](https://sro.vic.gov.au/mylandtax)

  
Paul Broderick  
Commissioner of State Revenue

CUSTOMER NUMBER  
QUOTE IF YOU CONTACT US

106575916

ASSESSMENT NUMBER  
THIS CHANGES EVERY YEAR

85971026

ISSUE DATE

14 MAR 2025

TOTAL PAYABLE

INTEREST IS CHARGED ON LATE PAYMENTS

### TWO WAYS TO PAY

1

IN FULL

PAY BY

6 JUN 2025

See payment methods listed at the bottom of your assessment.

2

INSTALMENTS

SET UP BY

6 JUN 2025


Instalments can only be set up in our online system **AutoPay** — allowing you to schedule interest-free direct debit payments for up to 38-weeks from the issue date via a debit card, credit card or bank account.


Choose from the following options:

4 EQUAL  
INSTALMENTS

MONTHLY  
INSTALMENTS

FORTNIGHTLY  
INSTALMENTS







[sro.vic.gov.au/autopay](https://sro.vic.gov.au/autopay)

PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®



Billers Code: 5249


REF: 85971026

Telephone and internet banking

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

[bpay.com.au](https://bpay.com.au)

CARD



Customer No: 106575916

REF: 85971026

Visa or Mastercard only

Pay via our website or phone 13 21 61.

A card payment fee applies.

[sro.vic.gov.au/paylandtax](https://sro.vic.gov.au/paylandtax)

AUSTRALIA POST



Post  
Billpay

\$1,980.00

Pay in-store

Take this notice to any Australia Post.

State Revenue Office (VIC) payment



\*382 400 0085971026 6

# Statement of lands for period 1 January 2025 to 31 December 2025

Assessment number: 85971026  
Level of value date: 1 January 2024

Lands owned as at midnight 31 December 2024 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax.

Item	Address/Municipality	Land ID/References	Single holding tax <sup>†</sup>	Proportional tax <sup>††</sup>	Taxable value
1	12 CALLISTEMON CCT, LARA, 3212 GREATER GEELONG	047503986 917 S805400	\$1,350.00	\$1,164.71	\$300,000
2					
Total taxable value					

## Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must **notify us within 60 days** of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting **sro.vic.gov.au/assessment**

## Explanation of codes (for details, go to sro.vic.gov.au/codes)

<sup>†</sup>SINGLE HOLDING TAX

<sup>††</sup>PROPORTIONAL TAX

This is the amount of tax you would pay on the one property. This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment.

**FORM 2**  
**Building Act 1993**  
**Building Regulations 2018**  
**Regulation 37(1)**

**CERTIFIED**  
**BUILDING**  
**SURVEYING**

# BUILDING PERMIT

**CBS: 202000951**

**Issued to (Agent of Owner)**

Name: Tanya Cilia - Escape Homes Pty Ltd ACN/ABN: 115 066 343	
Address : 2-16 Ravenhall Way RAVENHALL VIC 3023	
Contact Person: Tanya Cilia	Mobile: 8361 9979

**Address for serving or Giving of Documents**

Name: Tanya Cilia - Escape Homes Pty Ltd ACN/ABN: 115 066 343	
Address: 2-16 Ravenhall Way RAVENHALL VIC 3023	

**Ownership Details**

Name: Kristan Brett Hase & Sharee Jane Hase ACN/ABN: N/A	
Address: 26 Whitecliff Way ARMSTRONG CREEK VIC 3217	
Contact Person: Kristan Brett Hase & Sharee Jane Hase	Mobile: 0419 130 742

**Property Details**

Address: <b>No. 12 Callistemon Circuit LARA VIC 3212</b>			
Lot/s 917	LP/PS 805400W	Volume 12230	Folio 202

**Municipal District (Council)**

Greater Geelong City Council
------------------------------

**Builder**

Name: Escape Homes Pty Ltd ACN/ABN: 115 066 343	
Address: 2-16 Ravenhall Way RAVENHALL VIC 3023	
Contact Person: Deni Gelevski	Telephone: 8361 9979

**Building Practitioners to be Engaged in the Building Work**

Name	Category/ Class	Registration No.
Escape Homes Pty Ltd	Builder	CDB-U 59613

**Building Practitioners who were engaged to prepare documents forming part of application for this permit**

Name	Category/ Class	Registration No.
Escape Homes Pty Ltd	Builder	CDB-U 59613
Home & Industrial Soiltest Pty Ltd	Engineer	CEC -57904

**Domestic Building Warranty Insurance**

Insurance House Pty Ltd	Insurance Policy Number C544644 Date: 25/09/2020
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**Town Planning Permit No. (if applicable)**

N/A	Date Of Town Planning Permit N/A
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**Nature of Building Work**

Proposed New Dwelling & Garage	Cost of Building Work \$238,888
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**Version of BCA applicable to Permit**

NCC Vol 2 2019
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**New Building Area**

**Allotment Area**

209m <sup>2</sup>	350m <sup>2</sup>
-------------------	-------------------

1

Suite 29b Level 2, 80-82 Keilor Rd  
 Essendon North VIC 3041  
 P 9374 4883  
 ABN 27 166 525 373

E [info@certifiedbuildingsurveying.com.au](mailto:info@certifiedbuildingsurveying.com.au)  
 W [certifiedbuildingsurveying.com.au](http://certifiedbuildingsurveying.com.au)



# CERTIFIED BUILDING SURVEYING

## Building Classification

Part Of Building	BCA Classification	Description
Ground Floor	1a(a)	Dwelling
Ground Floor	10a	Garage

## Prescribed Reporting Authorities (if applicable)

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Determination:	Matter Reported on:	Regulation:
Greater Geelong City Council	Legal Point of Discharge	133

## Protection Work

Protection Work is not required in relation to the building work proposed in this permit.

## Mandatory Inspection Notifications Stages

Prior to placing of footing	Prior to pouring of insitu concrete	Completion of framework	Final upon completion of building work
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## Occupation Of Building

An Occupancy Permit is required prior to the occupation or use of this building.

## Commencement and Completion

### The building work must commence by 16/10/2021

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

### The building work must be completed by 16/10/2022

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

## Conditions:


The following conditions form part of this Building Permit Approval, please read them carefully. It is the responsibility of the applicant/owner/ builder to ensure the building permit conditions listed below are satisfied prior to the completion of the works and prior to issue of the Occupancy Permit: -

1. This building permit shall be read in-conjunction with the endorsed drawings.
2. It is the builder's responsibility to ensure that a copy of the building permits and approved plans are present on site during construction works.
3. It is the builder's responsibility to ensure that a site sign with the registration numbers of all practitioners, date and permit number are displayed on the site in accordance with Regulation 41 of the Building Regulations 2018.
4. It is the owner's responsibility to ensure that building works are in accordance with any restrictions and / or covenants on the Certificate of Title and the associated Plan of Sub-Division.
5. The builder is to ensure that all necessary precautions are undertaken for the protection safety of the public. The builder must not erect precautions beyond the street alignments without the prior consent and report of the relevant council.
6. All building works must be contained within the allotment boundaries at all times during the carrying out of building works from public street frontages, adjoining allotments and properties.
7. **Prior to the commencement Frame Construction Stage, the builder shall supply the engineered design documentation for any prefabricated walls (including bracing design), Floors and/or Roof Truss Computation to the Relevant Building Surveyor via email to [truss@certifiedbuildingsurveying.com.au](mailto:truss@certifiedbuildingsurveying.com.au)**



# CERTIFIED BUILDING SURVEYING

8. This dwelling has been designed to achieve a 6 STAR ENERGY RATING and include a SOLAR WATER HEATER system with 60% solar gain. Upon completion of the dwelling, the builder shall present to the Relevant Building Surveyor the First Rate Compliance Report.
9. An assessment has been carried out for the subject land and dwelling in accordance with AS 3959.2009, the Building Surveyor has determined that the rating of the building is under the category of bush fire attack level BAL- LOW - There is insufficient risk to warrant specific construction requirements.

<b>Relevant Building Surveyor</b>	<b>Registration No.</b>
<b>Adam Gatto</b>	<b>BS-L 42137</b>
<b>Business</b>	<b>Permit No.</b>
<b>Certified Building Surveying - Suite 29b/ Level 2, 80-82 Keilor Rd, Essendon North VIC 3041</b>	<b>7693036029301/0</b>
<b>Signature</b>	<b>Date</b>
	<b>16/10/2020</b>

**Notes:**

10. Under Regulation 42 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
11. Under Regulation 41 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies;
12. Include building practitioners with continuing involvement in the building work.
13. Include building practitioners with no further involvement in the building work.
14. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
15. Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.  
It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works over \$5,000 and the domestic warranty insurance for building works over \$16,000.

# OCCUPANCY PERMIT

Building Act 1993, Building Regulations 2018  
Regulation 192 Form 16

**CERTIFIED  
BUILDING  
SURVEYING**

CBS:202000951

## Issued to

Name: Tanya Cilia
Complete Address: 2-16 Ravenhall Way RAVENHALL VIC 3023

## Owner

Name: Kristan Brett Hase & Sharee Jane Hase
Complete Address: 26 Whitecliff Way ARMSTRONG CREEK VIC 3217

## Property Details

No. 12 Callistemon Circuit LARA VIC 3212			
Lot/s 917	LP/PS 805400W	Volume 12230	Folio 202

## Municipal District

Greater Geelong City Council
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## Nature of Building Work

Proposed New Dwelling & Garage
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## Building Details

Part Of Building	BCA Classification	Permitted Use	Allowable Floor Load	No. of People
Ground Floor	1a(a)	Dwelling	1.5 kPa	N/A
Ground Floor	10a	Garage	1.5 kPa	N/A

## Building Permit Details

Building Permit no: 7693036029301	Version of bca applicable to building permit NCC Volume 2 - 2019
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## Prescribed Reporting Authorities (if applicable)

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:		
<b>Determination:</b>	<b>Matter Reported on:</b>	<b>Regulation:</b>
Greater Geelong City Council	Legal Point of Discharge	133

## Conditions

Occupation is subject to the following conditions:
1. It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring;
<b>2. The building is not to be occupied until connection of power, water and gas is completed by the relevant supply authorities.</b>

## Suitability for Occupation

The building or part of the building to which this permit applies is suitable for occupation.
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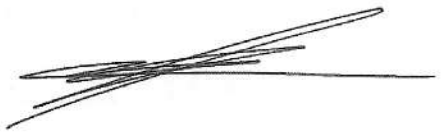
## Site Inspections

Inspection Type	Inspected By	Inspection Date	Approved
Prior to placing a footing Piers	IN-U 43497, Ante Skoko	01/12/2020	Approved
Prior to placing a footing Preslab	IN-U 43497, Ante Skoko	14/12/2020	Approved
Prior to pouring in situ concrete Slab steel	IN-U 43497, Ante Skoko	16/12/2020	Approved
Completion of framework Timber frame	IN-L 59732, Michael Boyar	09/03/2021	Approved
Final upon completion of all building work	IN-L 25159, Ryan Bensted	26/07/2021	Not Approved
Final upon completion of all building work	IN-L 25159, Ryan Bensted	20/08/2021	Approved

# OCCUPANCY PERMIT

Building Act 1993, Building Regulations 2018  
Regulation 192 Form 16

**CERTIFIED  
BUILDING  
SURVEYING**

<b>Relevant Building Surveyor</b>		<b>Registration No.</b>
Adam Gatto		BS-L 42137
<b>Business</b>		<b>Certificate No.</b>
Certified Building Surveying – Suite 29b/ Level 2, 80-82 Keilor Road, Essendon North VIC 3041		7693036029301/0
<b>Signature</b>		<b>Date</b>
		24/08/2021

**Notes:**

1. In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2018; and
2. Regulation 224 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.



**INSURANCE HOUSE PTY LTD**

Level 3, 100 Wellington Parade

East Melbourne VIC 3002

<https://www.insurancehouse.com.au/business/warranty/builders-warranty-victoria>

1300 305 834

## Domestic Building Insurance

### Certificate of Insurance

**Kristan Brett Hase, Sharee Jane Hase****26 Whitecliff Way  
ARMSTRONG CREEK  
VIC 3217**

Policy Number:

**C544644**

Policy Inception Date:

**25/09/2020**

Builder Account Number:

**004815**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

#### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **8 Callistemon Cct LARA VIC 3212 Australia**

Carried out by the builder: **ESCAPE HOMES PTY LTD**

Builder ACN: **115066343**

**!** If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Kristan Brett Hase, Sharee Jane Hase**

Pursuant to a domestic building contract dated: **30/04/2020**

For the contract price of: **\$ 238,888.00**

Type of Cover: **Cover is only provided if ESCAPE HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

#### PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto:dbi@vmia.vic.gov.au)

#### IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

\* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Issued by Victorian Managed Insurance Authority

Date Generated: 25/09/2020

OFFICE USE ONLY: COI-0717-1

Page 1 of 2

Victorian Managed Insurance Authority

ABN 39 682 497 841

PO Box 18409, Collins Street East Victoria 8003

P: 1300 363 424



**Period of Cover**

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects\*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects\*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

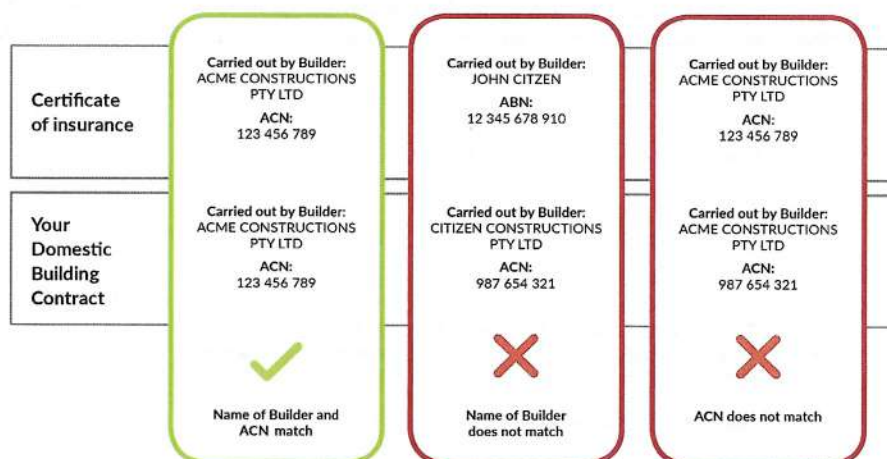
Issued by Victorian Management Insurance Authority (VMIA)

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium:	<b>\$790.00</b>
GST:	<b>\$79.00</b>
Stamp Duty:	<b>\$86.90</b>
<b>Total:</b>	<b>\$955.90</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**

*Below are some example of what to look for*



# Due Diligence Checklist

## What you need to know before buying a residential property

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

### Urban living

#### ***Moving to the inner city?***

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

#### ***Is the property subject to an owners corporation?***

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

### Rural properties

#### ***Moving to the country?***

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

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

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

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

### Soil and groundwater contamination

#### ***Has previous land use affected the soil or groundwater?***

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



## **Land boundaries**

### ***Do you know the exact boundary of the property?***

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

## **Planning controls**

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

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

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

### ***Are there any proposed or granted planning permits?***

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

## **Safety**

### ***Is the building safe to live in?***

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

## **Building permits**

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

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

### ***Are any recent building or renovation works covered by insurance?***

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### ***Do you know your rights when buying a property?***

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





# NELSON PROPERTY TRANSFER SERVICES

Level 2, 77 Yarra Street, Geelong VIC 3220  
Tel: 5221 7411 Email: [geelong@npts.com.au](mailto:geelong@npts.com.au)

## SECTION 32 STATEMENT PARTICULARS OF SALE

**VENDOR:** SHAREE JANE HASE AND KRISTAN BRETT HASE  
**STREET ADDRESS:** 12 CALLISTEMON CIRCUIT, LARA VIC 3212  
**LAND BEING SOLD:** The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title:  
**VOLUME 12230 FOLIO 202**

The vendor makes this statement in respect of the land in accordance with Section 32 of the *Sale of Land Act* 1962. The statement must be signed by the vendor either personally or by his electronic signature.

### FINANCIAL MATTERS

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

- (a) Their total does not exceed **\$6,000.00**
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the above amount.
- (c) Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under that charge are as follows: - **NOT APPLICABLE**

### COMMERCIAL AND INDUSTRIAL PROPERTY TAX

The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

Yes ☐ No ☒

If Yes, the AVPCC number is: Not Applicable  
The Entry Date of the land was: Not Applicable

### INSURANCE

#### Damage or Destruction

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

#### Owner Builder

Where there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act* 1993 applies to the residence.

**NOT APPLICABLE**

### LAND USE - RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

- (a) Easements affecting the land - as set out in the documents attached (if any)
- (b) Covenants affecting the land - as set out in the documents attached (if any)
- (c) Leases affecting the land - as set out in the documents attached (if any)
- (d) Other similar restrictions affecting the land - as set out in the documents attached (if any)



Particulars of any existing failure to comply with the terms of any Easement, Covenant, Lease or other similar restriction are :-  
**NONE TO THE VENDORS KNOWLEDGE**

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

**ROAD ACCESS**

**There is access to the property by road**

**BUSHFIRE - PRONE AREA**

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

**PLANNING AND ROAD ACCESS** - Information concerning any planning instrument -

☒ Attached is a certificate with the required specified information.

☒ The required specified information is as follows:

- |     |                               |                                 |
|-----|-------------------------------|---------------------------------|
| (a) | Name of planning scheme       | Greater Geelong Planning Scheme |
| (b) | Name of responsible authority | City of Greater Geelong         |
| (c) | Zoning of the land            | GRZ - General Residential Zone  |
| (d) | Name of planning overlay      | As attached (if any)            |

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

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

**NONE TO THE VENDORS KNOWLEDGE** save as disclosed herein or in any Owners Corporation Certificate.

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

Particulars of any Mining Licences affecting the land are as follows :- **NOT APPLICABLE**

**BUILDING APPROVALS**

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

**AS ATTACHED (if relevant)**

**GROWTH AREA INFRASTRUCTURE CONTRIBUTION**

**NOT APPLICABLE**

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

PURCHASER'S ACKNOWLEDGEMENTS

The purchaser hereby acknowledges being given this statement signed by the vendor with all the attached documents and a **DUE DILIGENCE CHECKLIST** before the purchaser signed the contract

DATE OF ACKNOWLEDGMENT 2025

Signature of Purchaser .....



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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.

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

Page 1 of 1

VOLUME 12230 FOLIO 202

Security no : 124123974385M  
Produced 28/04/2025 03:46 PM

### LAND DESCRIPTION

Lot 917 on Plan of Subdivision 805400W.

PARENT TITLES :

Volume 08881 Folio 597 to Volume 08881 Folio 598

Volume 11660 Folio 360 Volume 12153 Folio 096 Volume 12172 Folio 764

Volume 12181 Folio 320

Created by instrument PS805400W 02/07/2020

### REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

KRISTAN BRETT HASE

SHAREE JANE HASE both of 12 CALLISTEMON CIRCUIT LARA VIC 3212

AT433967A 16/07/2020

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX892435M 10/04/2024

WESTPAC BANKING CORPORATION

COVENANT PS805400W 02/07/2020

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

### DIAGRAM LOCATION

SEE PS805400W 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: 12 CALLISTEMON CIRCUIT LARA VIC 3212

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK

Effective from 10/04/2024

DOCUMENT END



# Imaged Document Cover Sheet


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Document Identification	<b>PS805400W</b>
Number of Pages (excluding this cover sheet)	<b>7</b>
Document Assembled	<b>28/04/2025 15:46</b>

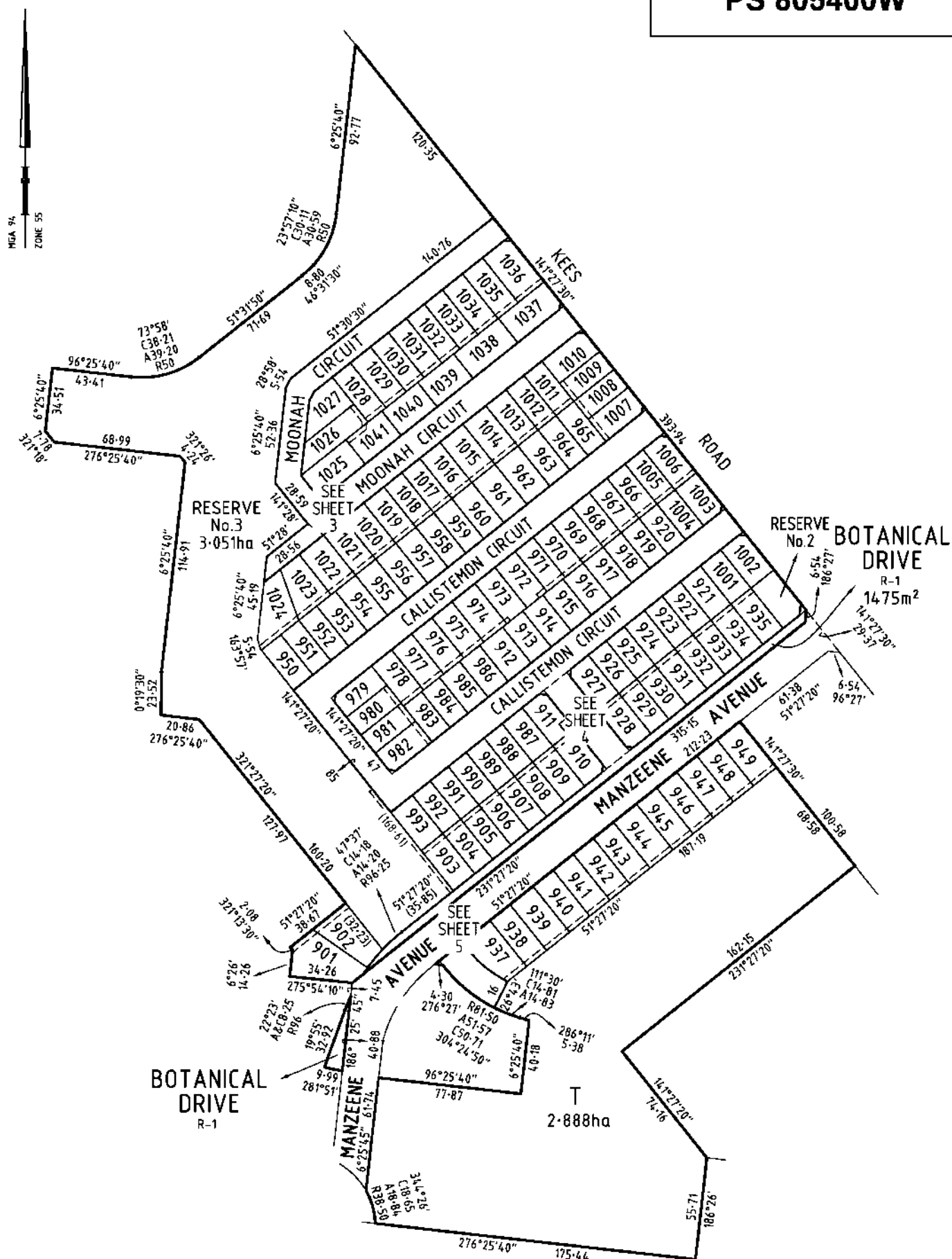
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<b>PLAN OF SUBDIVISION</b>			<b>EDITION 2</b>		<b>PS 805400W</b>	
<b>LOCATION OF LAND</b>  PARISH: MORANGHURK TOWNSHIP: - SECTION: 22 CROWN ALLOTMENT: 2 (PART) & 13 (PART) CROWN PORTION: -  TITLE REFERENCE: C/T VOL 8881 FOL 597 VOL 8881 FOL 598 VOL 11660 FOL 360 VOL 12172 FOL 764 VOL 12153 FOL 096 VOL 12181 FOL 320  LAST PLAN REFERENCE: LOT 4 LP91364 LOT 5 LP91364 LOT X PS649418T LOT U PS742162J LOT N PS748981M LOT P PS805387K  POSTAL ADDRESS: KEES ROAD, (at time of subdivision) LARA, 3212  MGA94 CO-ORDINATES: E: 270 240 ZONE: 55 (of approx centre of land N: 5 789 720 in plan)			<b>Council Name:</b> City of Greater Geelong  <b>Council Reference Number:</b> 14216 <b>Planning Permit Reference:</b> 464/2014 <b>SPEAR Reference Number:</b> S138097H  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 03/09/2019  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement is to be satisfied in stage: 12  Digitally signed by: Shane Pritchard for City of Greater Geelong on 16/06/2020  <b>Statement of Compliance issued:</b> 26/06/2020			
<b>VESTING OF ROADS AND/OR RESERVES</b>			<b>Notations</b>			
<b>IDENTIFIER</b>		<b>COUNCIL/BODY/PERSON</b>				
ROAD R-1 RESERVE No.1		CITY OF GREATER GEELONG POWERCOR AUSTRALIA PTY LTD A.C.N. 064 651 109				
RESERVE No.2 RESERVE No.3		BARWON REGION WATER CORPORATION CITY OF GREATER GEELONG				
<b>NOTATIONS</b>						
<b>SURVEY:</b> This plan is based on survey BP2986B  <b>STAGING:</b> This is not a staged subdivision Planning Permit No. 464/2014  This survey has been connected to permanent marks No(s). Moranghurk 17, 122, In Proclaimed Survey Area No. - 128 & 132			<b>Lots 1 to 900, 936, 994 to 1000 and Lots A to S (all inclusive) have been omitted from this plan.</b>  <u>Other purpose of this plan</u> To remove by agreement that part of drainage Easement E-3 (created in LP91364) that lies within this Plan via section 6 (1) (k) of the Subdivision Act 1988.  <u>Other purpose of this plan</u> Removal of Restrictive Covenant created in Transfer F781999 over the land in folio of the register Vol 8881 Fol 597  <u>Other purpose of this plan</u> Removal of Restrictive Covenant created in Transfer F074282 over the land in folio of the register Vol 8881 Fol 596  <u>Other purpose of this plan</u> Removal of Restrictive Covenant created in Transfer F032069 over the land in folio of the register Vol 12181 Fol 320  <u>Grounds for Removal</u> City of Greater Geelong Planning Permit No. 188/2020			
<b>EASEMENT INFORMATION</b>						
<b>LEGEND:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
<b>Easement Reference</b>	<b>Purpose</b>	<b>Width (Metres)</b>	<b>Origin</b>	<b>Land Benefited/In Favour of</b>		
E-1	PIPELINES OR ANCILLARY PURPOSES	2.50	THIS PLAN SECTION 136 OF THE WATER ACT 1989	BARWON REGION WATER CORPORATION		
E-2	PIPELINES OR ANCILLARY PURPOSES	3	PS 805387K SECTION 136 OF THE WATER ACT 1989	BARWON REGION WATER CORPORATION		
E-2	DRAINAGE	3	PS 805387K	CITY OF GREATER GEELONG		
E-4	PIPELINES OR ANCILLARY PURPOSES	2	THIS PLAN SECTION 136 OF THE WATER ACT 1989	BARWON REGION WATER CORPORATION		
<b>MANZEENE VILLAGE - STAGE 10 (133 LOTS)</b>				<b>AREA OF STAGE - 10.18ha</b>		
 10 Moorabool Street PO Box 4032 Geelong Vic 3220 T 61 3 5249 6888 spiire.com.au		<b>SURVEYORS FILE REF:</b> 304870SV00		<b>ORIGINAL SHEET SIZE:</b> A3	<b>SHEET 1 OF 6</b>	
		Digitally signed by: PHILLIP JOHN HERRIDGE, Licensed Surveyor, Surveyor's Plan Version (11), 15/06/2020, SPEAR Ref: S138097H		<b>PLAN REGISTERED</b> <b>TIME:</b> 4:33pm <b>DATE:</b> 02/07/20 <b>G. ROTTEVEEL</b> Assistant Registrar of Titles		

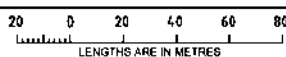
PS 805400W



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SCALE  
1: 2000



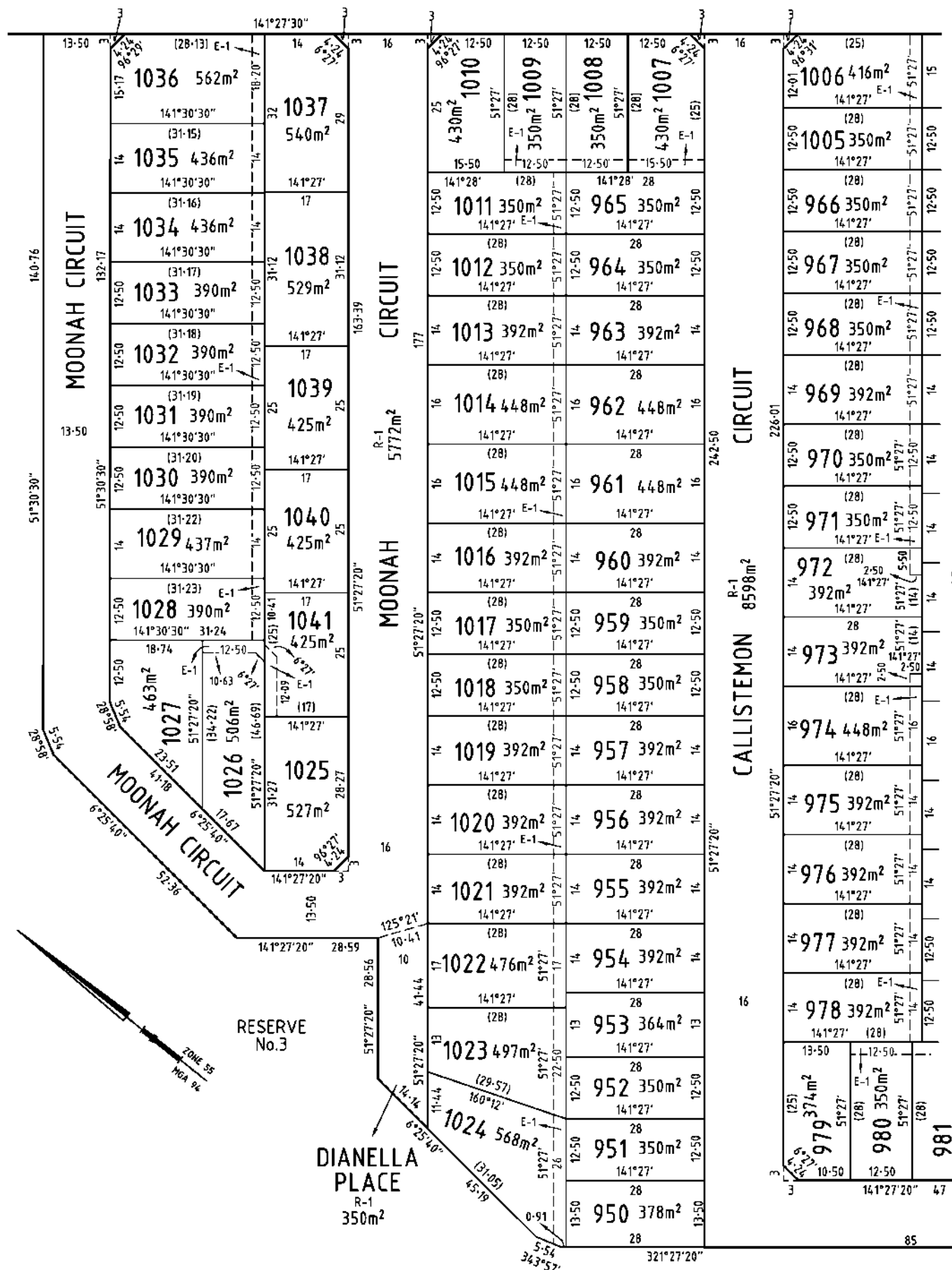
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SHEET 2

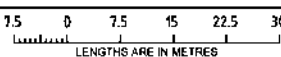
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KEES ROAD



SEE  
SHEET  
4

SCALE  
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ORIGINAL SHEET  
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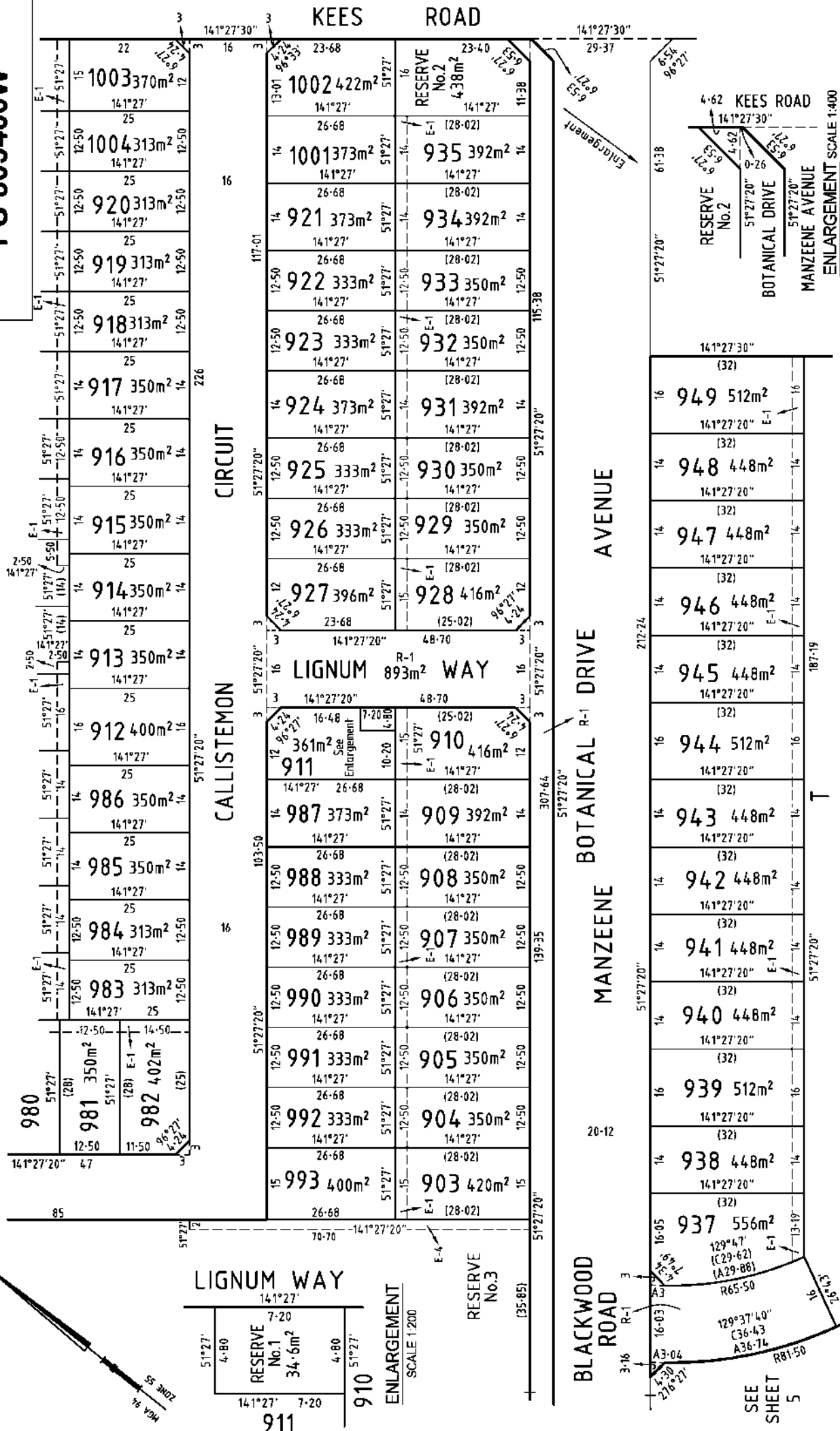
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SPEAR Ref: S138097H

SHEET 3



**PS 805400W**

SEE SHEET 3



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aspire.com.au

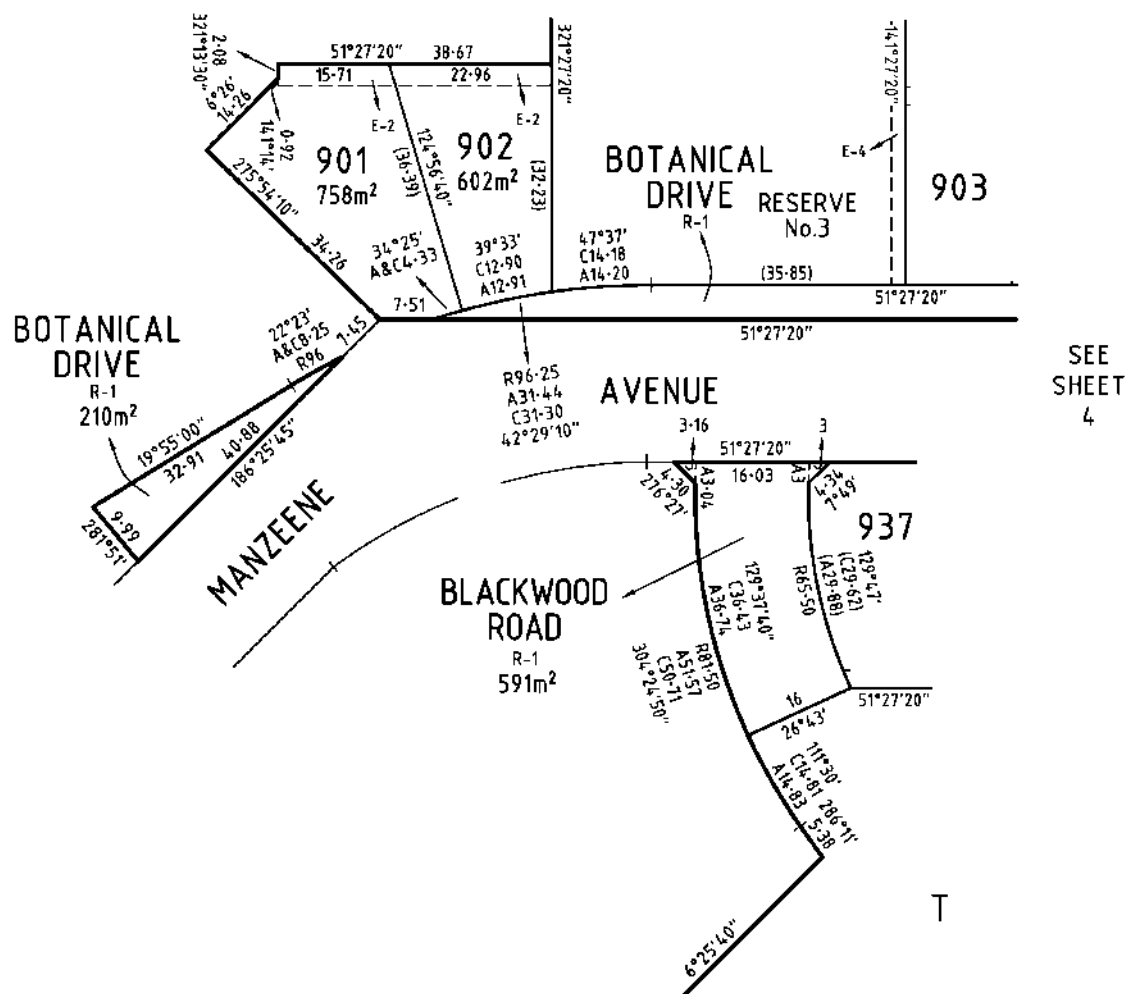
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City of Greater Geelong,  
16/06/2020,  
SPEAR Ref: S138097H

Digitally signed by: PHILLIP JOHN HERRIDGE, Licensed  
Surveyor,  
Surveyor's Plan Version (11),  
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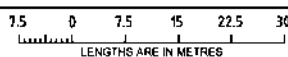
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**FEET 4**



**spiire**

**SCALE**  
**1: 750**



ORIGINAL SHEET  
SIZE: A3

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16/06/2020,  
SPEAR Ref: S138097H

SHEET 5

**PS 805400W**

Creation of Restriction No 1

The following Restriction is to be created upon registration of this plan:

Land to Benefit: Lots 901 to 935, 937 to 993 and 1001 to 1041 (all inclusive) on this plan.

Land to be Burdened: Lots 901 to 935, 937 to 993 and 1001 to 1041 (all inclusive) on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of the burdened lots must not:

1. Construct or allow to be constructed any improvements on any lot:

- 1.1 that is not in accordance with Manzeene Village Design Guidelines unless otherwise approved by the Manzeene Village Design Assessment Panel, 1/20 Wilson Street South Yarra Victoria 3141, a copy of which guidelines can be obtained from the Manzeene Village Design Assessment Panel; and
- 1.2 without obtaining written approval of the design for that improvement from the Manzeene Village Design Assessment Panel, which approval must be obtained even if the design for that lot improvement complies with the Manzeene Village Design Guidelines.

This Restriction will cease to have effect 8 years after the date of Registration of this plan.

Creation of Restriction No 2

The following Restriction is to be created upon registration of this plan:

Land to Benefit: Lots 902, 903, 950, 993, 1024 and Reserve No.3 on this plan.

Land to be Burdened: Lots 902, 903, 950, 993, 1024 and Reserve No.3 on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of the burdened lots must not:

Construct a fence that is inconsistent, or alter a fence so that it becomes inconsistent with the interface treatment plan endorsed as part of planning permit 464/2014 or as amended.

Creation of Restriction No 3

Upon registration of this plan the following restriction is created:

Land to Benefit: Lots 901 to 935, 937 to 993 and 1001 to 1041 (all inclusive) on this plan.

Land to be Burdened: Lots 901 to 935, 937 to 993 and 1001 to 1041 (all inclusive) on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of a burdened lot must not:

1. Build or permit to be built any building(s) that does not provide 1.0 metre clear horizontal access along the full length of a minimum one side boundary of the lot.



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15/06/2020, SPEAR Ref: S138097H

ORIGINAL SHEET  
SIZE: A3

SHEET 6

Digitally signed by:  
City of Greater Geelong,  
16/06/2020,  
SPEAR Ref: S138097H

## RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PS805400W

[illegible]

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 28 April 2025 03:52 PM

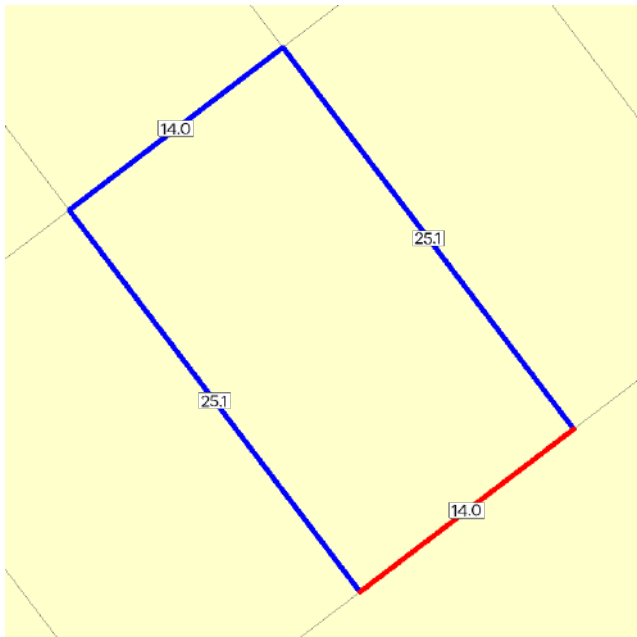
## PROPERTY DETAILS

Address: **12 CALLISTEMON CIRCUIT LARA 3212**  
Lot and Plan Number: **Lot 917 PS805400**  
Standard Parcel Identifier (SPI): **917\PS805400**  
Local Government Area (Council): **GREATER GEELONG**  
Council Property Number: **393761**  
Directory Reference: **Melway 422 G2**

[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

## SITE DIMENSIONS

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



**Area:** 351 sq. m

**Perimeter:** 78 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**  
Legislative Assembly: **LARA**

## PLANNING INFORMATION

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

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

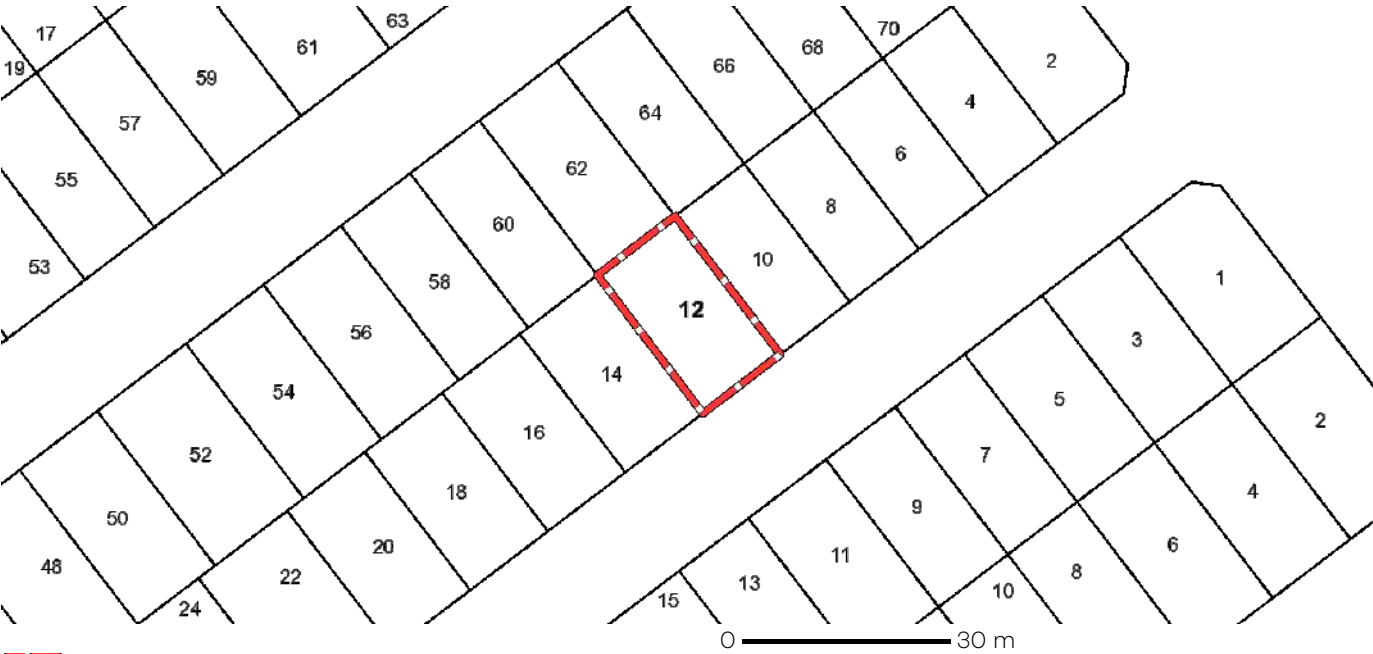
Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



 Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 28 April 2025 03:52 PM

PROPERTY DETAILS

Address: 12 CALLISTEMON CIRCUIT LARA 3212  
Lot and Plan Number: Lot 917 PS805400  
Standard Parcel Identifier (SPI): 917\PS805400  
Local Government Area (Council): GREATER GEELONG  
Council Property Number: 393761  
Planning Scheme: Greater Geelong  
Directory Reference: Melway 422 G2

www.geelongaustralia.com.au

Planning Scheme - Greater Geelong

UTILITIES

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

STATE ELECTORATES

Legislative Council: WESTERN VICTORIA  
Legislative Assembly: LARA

OTHER

Registered Aboriginal Party: Wadawurrung Traditional Owners Aboriginal Corporation

View location in VicPlan

Planning Zones

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

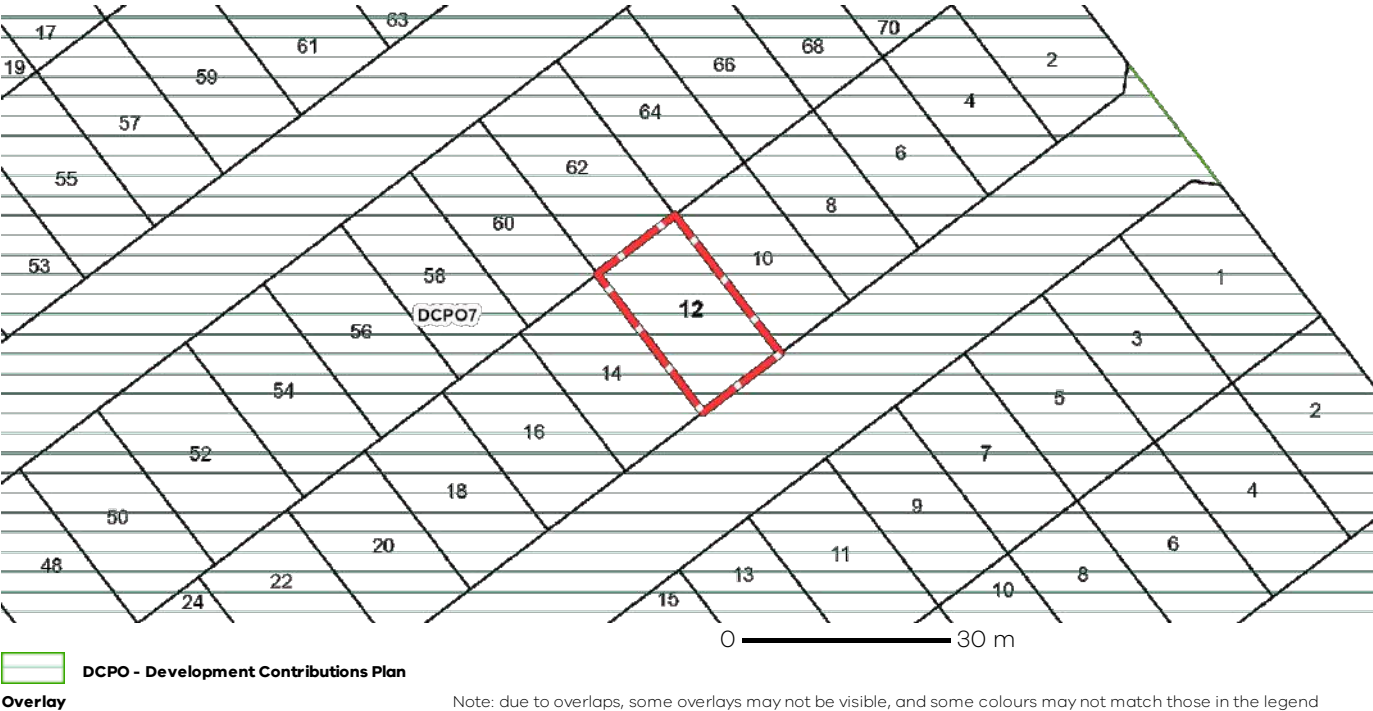


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

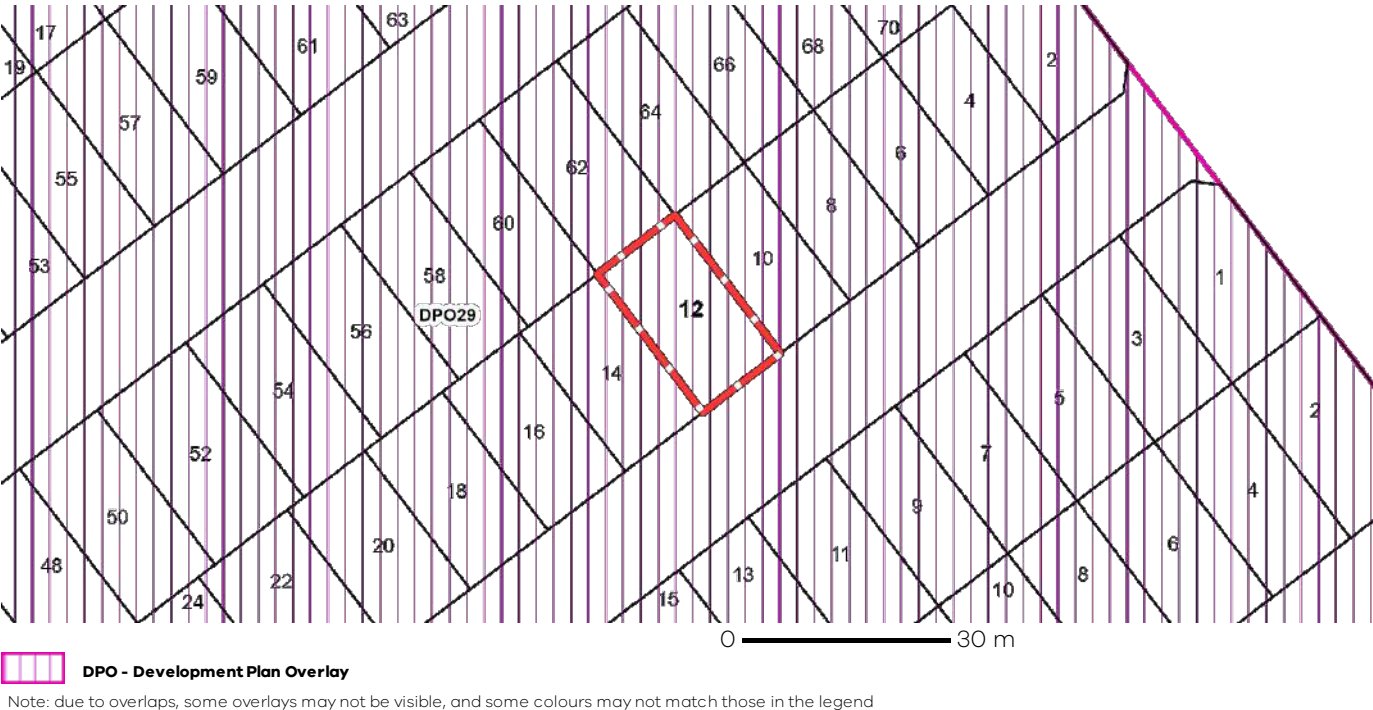
PLANNING PROPERTY REPORT

Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)  
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 7\(DCPO7\)](#)



[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)  
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 29\(DPO29\)](#)







# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

## Further Planning Information

Planning scheme data last updated on 24 April 2025.

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

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

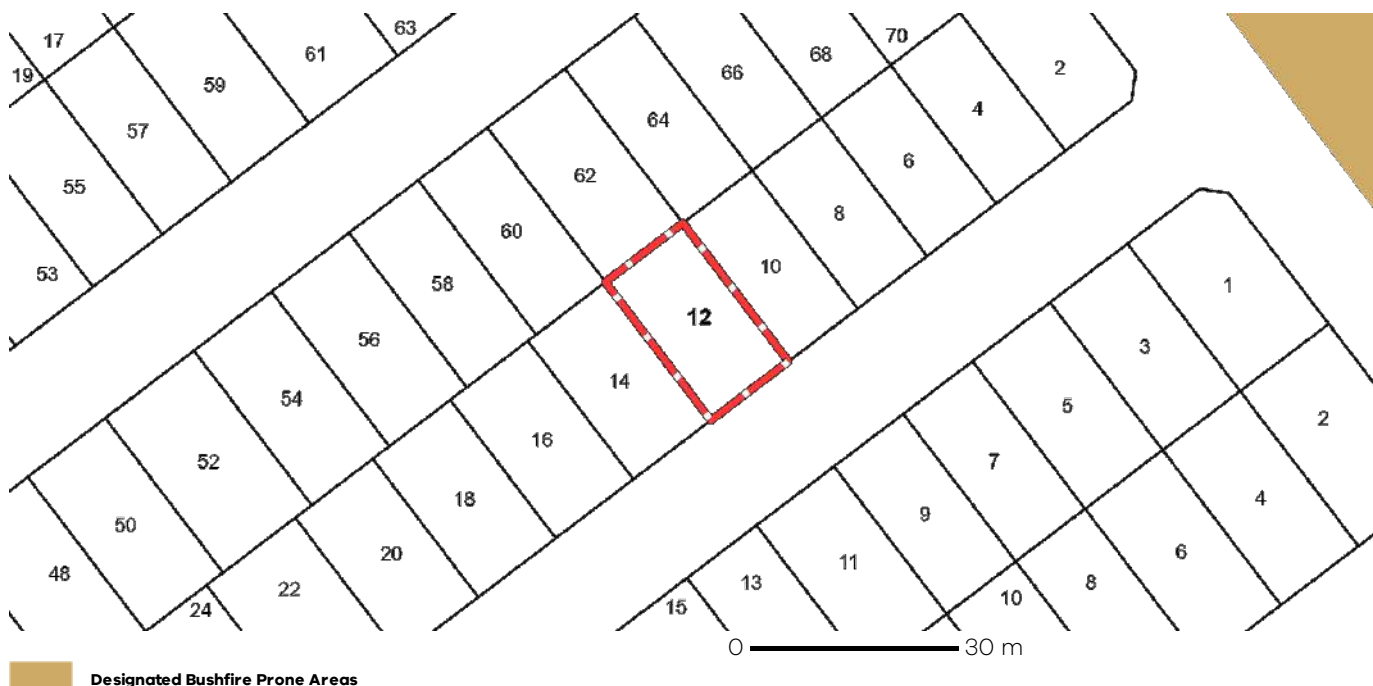
# PLANNING PROPERTY REPORT

## 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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

## 45.06

31/07/2018  
VC148

## DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

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

### Purpose

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

To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

## 45.06-1

19/01/2006  
VC37

### Development contributions plan

A permit must not be granted to subdivide land, construct a building or construct or carry out works until a development contributions plan has been incorporated into this scheme.

This does not apply to the construction of a building, the construction or carrying out of works or a subdivision specifically excluded by a schedule to this overlay.

A permit granted must:

- Be consistent with the provisions of the relevant development contributions plan.
- Include any conditions required to give effect to any contributions or levies imposed, conditions or requirements set out in the relevant schedule to this overlay.

## 45.06-2

19/01/2006  
VC37

### Preparation of a development contributions plan

The development contributions plan may consist of plans or other documents and may, with the agreement of the planning authority, be prepared and implemented in stages.

The development contributions plan must:

- Specify the area to which the plan applies.
- Set out the works, services and facilities to be funded through the plan, including the staging of the provision of those works, services and facilities.
- Relate the need for the works, services or facilities to the proposed development of land in the area.
- Specify the estimated costs of each of the works, services and facilities.
- Specify the proportion of the total estimated costs of the works, services and facilities which is to be funded by a development infrastructure levy or community infrastructure levy or both.
- Specify the land in the area and the types of development in respect of which a levy is payable and the method for determining the levy payable in respect of any development of land.
- Provide for the procedures for the collection of a development infrastructure levy in respect to any development for which a permit is not required.

The development contributions plan may:

- Exempt certain land or certain types of development from payment of a development infrastructure levy or community infrastructure levy or both.
- Provide for different rates or amounts of levy to be payable in respect of different types of development of land or different parts of the area.

17/07/2014  
C285

SCHEDULE 7 TO CLAUSE 45.06 DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

Shown on the planning scheme map as DCPO7.

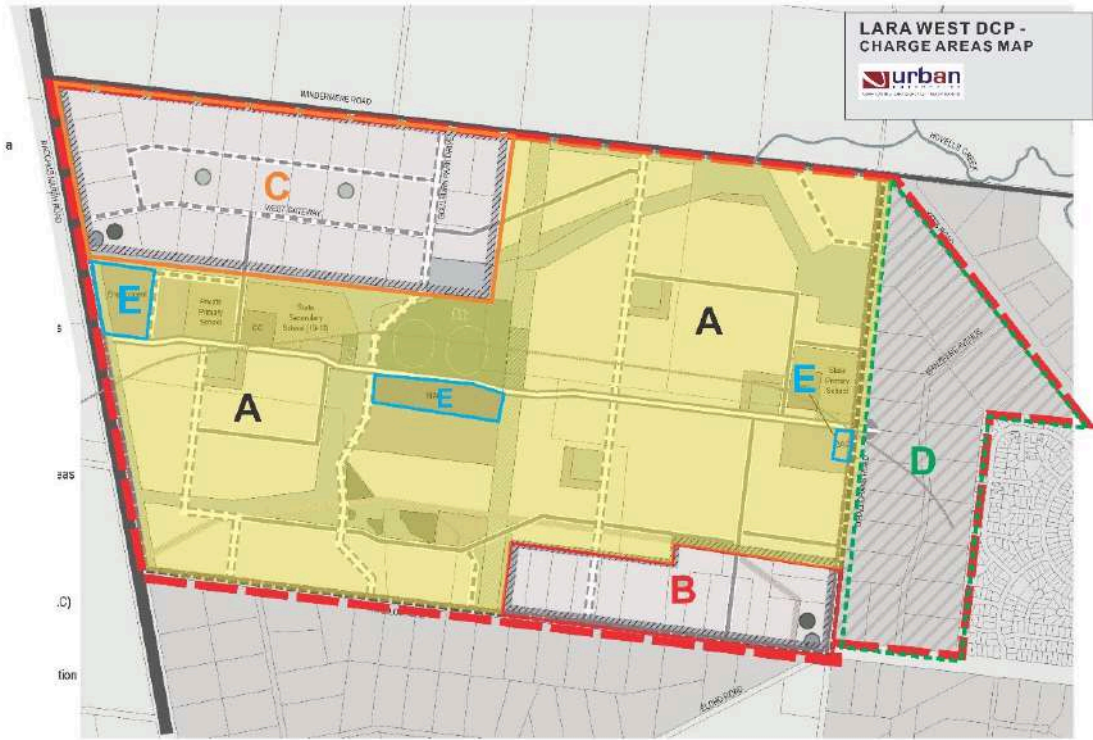
LARA WEST DEVELOPMENT CONTRIBUTIONS PLAN

1.0  
07/12/2020  
C396ggee

Area covered by this development contributions plan

This Development Contributions Plan (DCP) applies to the Lara West DCP Main Catchment Area. This area is shown in the Lara West DCP. The Main Catchment Area and individual Charge Areas are shown below.

Map 1 to Schedule 7 to Clause 45.06



2.0  
07/12/2020  
C396ggee

Summary of costs

Facility	Total cost \$	Time of provision	Actual cost attributable to development \$	Proportion of cost attributable to development %
Land Acquisition	\$1,215,700	Refer to DCP	\$1,215,700	100%
Roads and intersections	\$8,828,800	Refer to DCP	\$8,828,800	100%
Trails	\$291,200	Refer to DCP	\$291,200	100%
Open Space	\$9,842,090	Refer to DCP	\$6,329,449	64%
Community - DIL	\$15,635,297	Refer to DCP	\$15,635,297	100%
Community – CIL	\$4,026,990	Refer to DCP	\$4,026,990	100%
Strategic Planning and DCP	\$1,318,000	Refer to DCP	\$1,318,000	100%
TOTAL	\$41,158,077		\$37,645,436	91%

**GREATER GEELONG PLANNING SCHEME**

*Note: Contributions are listed in July 2012 values. Under the DCP the contributions are to be adjusted following annual indexation. These figures exclude GST.*

**3.0 Demand Units**

The DCP apportions cost based on demand units. In this DCP one demand unit is equal to one hectare of net developable land within the Lara West DCP Main Catchment Area (for the Development Infrastructure Levy), and one demand unit is equal to one dwelling within the Main Catchment Area (for the Community Infrastructure Levy).

Charge Area	Demand Units (Development Infrastructure Levy)	Demand Units (Community Infrastructure Levy)
<b>Charge Area A</b>	195.19	3,020
<b>Charge Area B</b>	15.33	230
<b>Charge Area C</b>	48.37	726
<b>Charge Area D</b>	44.63	669
<b>Charge Area E</b>	7.84	0
<b>TOTAL</b>	<b>311.36</b>	<b>4,645</b>

**4.0**  
17/07/2014  
C285

**Summary of contributions**

Charge Area	DIL per ha	CIL per dwelling
<b>Charge Area A</b>	\$125,716.34	\$866.95
<b>Charge Area B</b>	\$83,745.84	\$866.95
<b>Charge Area C</b>	\$80,662.17	\$866.95
<b>Charge Area D</b>	\$80,594.86	\$866.95
<b>Charge Area E</b>	\$37,932.59	N/A

*Note: Contributions are listed in July 2012 values. Under the DCP the contributions are to be adjusted following annual indexation. These figures exclude GST.*

The Development Contribution for each demand unit must be adjusted as follows:

- In relation to the costs associated with all infrastructure items other than land, the cost must be adjusted and the contribution amounts recalculated according to the following method:
  - The capital costs of each infrastructure item must be adjusted by reference to the *Producer Price Indexes Australia, Victoria (Table 17 Selected Output of Division E - Construction industry, Building Construction Victoria (for buildings) and Road and Bridge Construction Victoria (for roads, bridges, trails, etc))* published by the ABS (Series 6427.0) or similar index.
  - The revised infrastructure costs and the adjustment of the contributions must be calculated as at 1 July in each year.
  - In relation to the cost of land required under the DCP, the land value must be adjusted by adopting a revised land value for each parcel of land to be acquired based on the same valuation principles used for the original valuations.

**GREATER GEELONG PLANNING SCHEME**

- The revised land value and the adjustment of the contributions must be calculated as of 1 July in each year.
- Within 14 days of the adjustments being made, the Responsible Authority must publish a notice of the amended contributions in a newspaper circulating in the municipality.

**5.0**15/01/2024  
VC249**Land or development excluded from development contributions plan**

The DCP applies to all land in the Lara West Main Catchment Area for a period of 20 years.

The development of land for a small second dwelling is exempt from the requirement to pay a development infrastructure levy and a community infrastructure levy.

*Note: This schedule sets out a summary of the costs and contributions prescribed in the DCP. Refer to the incorporated development contributions plan for full details*



**43.04**

31/07/2018  
VC148

**DEVELOPMENT PLAN OVERLAY**

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

**Purpose**

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

To identify areas which require the form and conditions of future use and development to be shown on a development plan before a permit can be granted to use or develop the land.

To exempt an application from notice and review if a development plan has been prepared to the satisfaction of the responsible authority.

**43.04-1**

31/07/2018  
VC148

**Objectives**

A schedule to this overlay may specify objectives to be achieved for the area affected by the overlay.

**43.04-2**

31/07/2018  
VC148

**Requirement before a permit is granted**

A permit must not be granted to use or subdivide land, construct a building or construct or carry out works until a development plan has been prepared to the satisfaction of the responsible authority.

This does not apply if a schedule to this overlay specifically states that a permit may be granted before a development plan has been prepared to the satisfaction of the responsible authority.

A permit granted must:

- Be generally in accordance with the development plan.
- Include any conditions or requirements specified in a schedule to this overlay.

**43.04-3**

31/07/2018  
VC148

**Exemption from notice and review**

If a development plan has been prepared to the satisfaction of the responsible authority, an application under any provision of this planning scheme is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

**43.04-4**

25/02/2025  
VC257

**Preparation of the development plan**

The development plan may consist of plans or other documents and may, with the agreement of the responsible authority, be prepared and implemented in stages.

A development plan that provides for residential subdivision in the Neighbourhood Residential Zone, General Residential Zone, Housing Choice and Transport Zone, Residential Growth Zone, Mixed Use Zone, Township Zone, Comprehensive Development Zone and Priority Development Zone must meet the requirements of Clause 56 as specified in the zone.

The development plan must describe:

- The land to which the plan applies.
- The proposed use and development of each part of the land.
- Any other requirements specified for the plan in a schedule to this overlay.

The development plan may be amended to the satisfaction of the responsible authority.

07/12/2020  
C396ggee

## SCHEDULE 29 TO CLAUSE 43.04 DEVELOPMENT PLAN OVERLAY

Shown on the planning scheme map as **DPO29** .

### MANZEENE VILLAGE, LARA

This schedule applies to land in the Manzeene Village Precinct in Lara, generally bounded by Patullos Road, O'Hallorans Road, Kees Road and to the rear of established residential properties to the east.

The objective of this schedule is to ensure that a range of detailed planning issues are resolved prior to commencement of development of the area.

1.0  
07/12/2020  
C396ggee

#### Objectives

None specified.

2.0  
07/12/2020  
C396ggee

#### Requirement before a permit is granted

A permit may be granted for the following before a development plan has been approved by the responsible authority:

- an extension or alteration to existing building
- the construction or carrying out of minor works including site preparation works,
- subdivision of land to create a lot for an existing dwelling

Before granting a permit the responsible authority must be satisfied that the permit will not prejudice the future use and development of the land in an integrated and orderly manner.

3.0  
07/12/2020  
C396ggee

#### Conditions and requirements for permits

A permit must contain conditions or requirements which give effect to the provisions and requirements of the approved Development Plan.

A permit for subdivision of land within the Kees Road Catchment identified within the Stormwater Management Plan April 2013 prepared by Spire must contain the following conditions and requirements, unless the responsible authority is satisfied that the conditions and requirements has been satisfied by an alternative method:

- Prior to certification of the Plan of Subvision the developer must secure easement(s) (or widened easements) to Hovells Creek to the satisfaction of Council.
- All costs associated with the facilitation and delivery of down stream drainage works to Hovells Creek, including acquisition of easement land and outfall construction, shall be at the cost of the developer.

4.0  
07/12/2020  
C396ggee

#### Requirements for development plan

The Development Plan may consist of a plan and associated planning and technical reports and other documents. The Development Plan must ensure the Manzeene Village Precinct is planned and integrated with the adjacent Lara West Precinct.

The Development Plan must include the following requirements:

An **Urban Design Masterplan** that includes:

- The location of all proposed land uses including, but not restricted to, roads, open spaces, encumbered open spaces, and medium density housing.

## GREATER GEELONG PLANNING SCHEME

- A general subdivision pattern that:
  - includes the location and general distribution of lots showing a variety of lot sizes and densities to encourage a diversity of housing types.
  - optimises solar access to as many lots as possible.
  - provides for restricted access to lots off Kees Road.
  - ensures roads are not edged by back fencing.
  - ensures open space reserves are primarily interfaced by roads and dwelling frontages.
- Details of proposed treatments to manage sensitive interfaces between residential and non-residential land uses and residential and established rural residential uses.
- Details of proposed urban design treatments, such as front setbacks and fencing treatments, to conserve and enhance the rural ‘avenue’ character of Manzeene Avenue and the rural character of Kees Road.
- Details of how land identified for useable public open space will be delivered as part of the open space contribution.
- Identification of the south-west corner as a possible site for non-residential uses including hotel, food and drink premises and service station.
- The views of the relevant authority administering the *Pipelines Act 2005* , on proposed land uses located within the pipeline measurement length (as shown in Map 1).
- A requirement that the development of land directly abutting the established residential properties to the east is designed to include a public pedestrian connection, if a lot on Cameron Crescent between Penny and Tydman Courts has been identified for this connection by Council prior to certification of the relevant stage of subdivision, or as otherwise agreed by Council and the Proponent.

An **Integrated Water Management Plan** responding to flooding, stormwater and drainage management. The plan must be generally in accordance with the principles outlined in the Stormwater Management Plan April 2013, prepared by Spiire (and informed by the BMT WBM Flood Impact Report April 2013) , and include:

- Reference to:
  - WSUD Engineering Procedures: Stormwater, CSIRO Publishing , 2005;
  - Clause 56.07 of the Greater Geelong Planning Scheme;
  - City of Greater Geelong Stormwater Management Plan, 2002; and
  - The Infrastructure Design Manual and associated Design Notes.
- A Drainage Strategy that addresses:
  - Drainage Feasibility;
  - Stormwater Quality Management;
  - Peak Discharge Management; and
  - Functional Peak Flood Level Determination.
- Identification of all land to be set aside for drainage purposes, detailing the approximate size and location of all drainage reserves and system components, including retarding basins to meet peak discharge limits and WSUD elements to meet Best Practice Environmental Management Guidelines.
- Identification of any land (including land external to the Manzeene Village development on which flooding will be affected by the Manzeene Village development) that:
  - is to be set aside for drainage purposes, including size, location and type of use of each of the major drainage elements to be located therein;

## **GREATER GEELONG PLANNING SCHEME**

- is subject to flooding pre-development;
- is subject to flooding post-development; and
- is proposed to be filled.
- A demonstration that all land proposed to be used for residential and permitted non-residential uses is above the 100 year ARI flood event plus the appropriate freeboard.
- Easement creation and/or widening and realignment as necessary to ensure adequate provision for pipe-laying and maintenance, both within the development Precinct, and to external affected properties.
- A stormwater management system that ensures peak discharge rates, pollutant loads of all stormwater leaving the site post development are no greater than pre-development and that ensures no adverse impacts to any surrounding area, upstream or downstream.
- Consideration of development staging in the event of: (a) the Lara West Precinct commencing prior to the Manzeene Village Precinct; or (b) the Manzeene Village Precinct commences first with the Lara West Precinct remaining undeveloped.

**A Road Network and Traffic Management Plan** that includes:

- A Movement Network that:
  - promotes a high degree of internal permeability for a variety of transport modes.
  - enables integration with the Lara West Precinct, including the continuation of the main East-West Connector Street through to Manzeene Avenue and along Manzeene Avenue to Kees Road, being designed to accommodate a public bus route and signalised at its intersection with O'Hallorans Road.
  - integrates with the proposed shared path along Patullos Road.
- A Traffic Impact Assessment that:
  - calculates the expected traffic volumes and the impact on the existing road network as a result of the development.
  - identifies necessary treatments or upgrades of roads, intersections or the pedestrian network, including Kees Road, between Benjamin Drive and Windermere Road.
  - outlines the management of the south-west corner by concentrating access/egress on O'Hallorans Road and limiting access/egress to Manzeene Avenue and Patullos Road.
  - defines the cross-sections, including where relevant, verge widths, nature strips, kerb & channel, pavement widths and pathways for all identified roads within the development, to meet the network traffic needs.
- Concept designs for O'Halloran's Road and the intersections of Patullos Road/ O'Hallorans Road and Windermere Road with O'Hallorans & Kees Roads (subject to inclusion of channelised right turn lanes), consistent with designs prepared for the Lara West Precinct.
- A Pedestrian and Bicycle Network Plan should be prepared that:
  - provides an integrated and continuous network of safe, efficient and convenient footpaths, shared paths and bicycle lanes.
  - enables connections with the future growth area to the west.

**An Open Space and Landscape Masterplan** that includes:

- An open space contribution equal to the amount specified in the schedule to Clause 53.01 or in-lieu cash payment or combination of both. No more than 2.3 per cent of encumbered open space, including drainage reserves and native grassland reserves, shall form part of the open space contribution.

## **GREATER GEELONG PLANNING SCHEME**

- Areas of at least 0.5 hectares to be developed as small local parks generally adjacent to drainage reserves to cater for active and passive uses provided generally within 400 metres walking distance of all dwellings.
- All public open space to be a useable size and configuration. Buffer areas to drainage basins are not creditable as unencumbered open space unless they meet the minimum 0.5 hectare amount of useable open space.
- Areas of public open space should be clearly visible and accessible.
- Conceptual plans for all areas of public open space showing general layout and indicative landscape treatments (such as seating, play spaces and paving materials) with any infrastructure being in accordance with the standards set out in Council's Sustainable Communities Infrastructure Development Guidelines May 2010 and the use of local indigenous plant species where appropriate.
- The extent of existing native grassland areas set aside for practical retention. The Masterplan must include specific reserve management actions addressing the retention and enhancement of the native grassland areas.
- The retention, where possible, of trees of high arboricultural value as identified in the assessment prepared by Tree Logic Pty Ltd, 29 November 2012, to provide biodiversity, landscape and amenity value.

The Open Space and Landscape Masterplan must be consistent with the purpose and objectives of the Manzeene Village Lara Native Vegetation Precinct Plan, June 2014.

Map 1 to Schedule 29 Clause 43.04  
High-Pressure Gas Pipeline Measurement Length (as defined in AS2885)  
Manzeene Village Precinct, Lara





## Lot 917 12 CALLISTEMON CRCT LARA

Scale: 1:500

Created: 28/04/2025

### Legend

- Gravity Sewer ———
- Pressure Sewer ———
- Portable Water ———
- Recycled Water ———



DISCLAIMER: Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.



Barwon Region Water Corporation  
ABN 86 348 316 514

Date of Issue  
07 April 2025

Tax Invoice/Statement

1300 656 007

www.barwonwater.vic.gov.au



K B & S J Hase  
26 Whitecliff Way  
ARMSTRONG CREEK, VIC 3217

Account number  
**69000001 00221672**

Payment due  
**Paying by Instalments**

Total amount due  
**\$ 144.18**

You have established a payment plan with Direct Debit. Your instalment will be deducted from your nominated bank account. If you would like to change your payment plan, please contact us.

Your account summary

Service Address: 12 CALLISTEMON CRCT LARA 3212

Previous balance	\$158.50	DR
Payments/adjustments	\$210.00	CR
Your balance	\$51.50	CR
New charges	\$195.68	DR
<b>Total</b>	<b>\$144.18</b>	<b>DR</b>

Help reduce paper use and switch to our convenient e-Billing and get your bill delivered directly to your email inbox.

By registering your email with us, we can keep you updated about planned works or emergencies in your area.

Visit [barwonwater.vic.gov.au/updatesmydetails](http://barwonwater.vic.gov.au/updatesmydetails) to find out more.

If you have a Centrelink Pension or Health Care Card, or Department of Veterans Affairs Gold Card, you may be eligible for a discount. Contact us for details.

We're here to help you with your water bill

If you're concerned about being able to pay your water bill, we offer extra support and flexibility to suit your situation. We have numerous customer support options available and can tailor an option to suit your individual needs.

For more information, please call us on 1300 656 007 between 8 am and 6 pm, Monday to Friday.

We'll put you in touch with a specialist who'll deal with your enquiry promptly and sensitively.

Get in touch,  
**we're here to help.**

www.barwonwater.vic.gov.au

Installation Type: Residential House

Bill Details as at 07 APR 2025		Value	GST	Price
WATER SERVICE CHARGE	1 APR 2025 to 30 JUN 2025	36.74	0.00	36.74
SEWERAGE SERVICE CHARGE	1 APR 2025 to 30 JUN 2025	158.94	0.00	158.94
Total		\$ 195.68	\$ 0.00	\$ 195.68
Balance brought forward				51.50 CR
Please pay				\$ 144.18



**Need help paying your bill?**  
Contact us to set up a payment plan and talk about grants, rebates and concessions.



**Residential Tenants and Landlords**  
Tenants with separate meters pay water volume charges only.



**Moving house?**  
Please let us know at least 2 days before you move in or out so we can arrange a meter reading and update your details.



**Communication assistance**  
Hearing or speech impaired? Contact us via the National Relay Service on 13 36 77. We provide a free interpreter service. Contact the Translation and Interpreter Service on 13 14 50.



**Servizio Interpreti**      **Služba za usluge tumačenja**      **Услуге тумача**  
**Dolmetschdienst**      **Служба за преведување**      **传译服务**

Contact Us

☎ 1300 656 007  
Email [info@barwonwater.vic.gov.au](mailto:info@barwonwater.vic.gov.au)  
**General enquiries, billing and payment options**  
Mon - Fri, 9.00am - 5.00pm  
**Emergencies and faults**  
24 hours, 7 days

Statement No 7119599 165

Payment Options



**Direct Debit**  
To arrange a direct debit, please call or visit our website.



**Bill Code: 585224**      Contact your financial institution to pay from  
**Ref: 6900 0001 0022 1672 2**      your cheque, savings or credit account.



**Centrelink**  
Centrelink recipients can arrange automatic payments through Centrepay.  
Contact us for details.



**By Cheque**  
Post the payment slip with your cheque payable to Barwon Water to:  
PO Box 14206, Melbourne City MC VIC 8001. Please do not use staples or pins.



**Billpay Code: 0803**      ■ In person at any post office  
**Ref: 6900 0001 0022 1672 2**      ■ Online at [www.postbillpay.com.au](http://www.postbillpay.com.au)  
   ■ Call 13 18 16 for credit card payments

Account number  
**69000001 00221672**

Payment due  
**Paying by Instalments**

Total amount due  
**\$ 144.18**

Statement No 7119599 165

POST billpay®



\*803 69000001002216722 \$144.18 8



# Support and payment assistance



**Are you having difficulty paying your water bill?**  
**We offer a range of payment and support options.**

## Payment plans

We offer a range of flexible and tailored solutions to help you pay your water bill, whatever your circumstances.

**One-off payment extensions:** for when life throws up unexpected challenges.

**Bill smoothing:** split your bill and pay in regular instalments: weekly, monthly or fortnightly. Pay in person or direct debit from your bank account.

**Centrepay:** if you receive a Centrelink benefit, you can pay your utility bills automatically.

## Support programs

We understand that any of us can sometimes face financial challenges. We provide a range of customer support programs and can tailor an option to suit your needs. There is no cost to access these services.

**'Arrange and save':** if you have an overdue bill, this program can help get you back on track.  
As a bonus, if you make five instalment payments

– on time and in full, we'll cover the sixth as an incentive.

**Utility relief grant:** this is a Victorian Government program to help pay an overdue electricity, gas or water bill due to temporary financial crisis. If you are eligible, you may receive up to \$650 towards your utilities bills, available every two years.

### High water bill due to undetectable leak?

Received an unusually high water bill? If it's because of a leak that you could not have known about, you may be eligible for a one-off allowance to help cover the extra cost.

### Medical conditions and life support machines

If you have a medical condition that requires high water consumption (e.g. for bathing or laundering) you could be eligible for a rebate. If you use a haemodialysis machine and have a concession card, you're eligible for a government rebate plus a further 50% discount on remaining water volume charges.

## Support for customers experiencing family violence

Our staff are trained in identifying and responding to the complex issues associated with family violence.

This includes the utmost respect for your privacy and confidentiality, and access to specialised support networks.

## Connections with counsellors

A number of local organisations provide free financial counselling services. We can connect you to them for additional support and advice.

Similarly, if you're referred to us by one of these organisations, we'll work together to access the support you're eligible for.

## Bill appear higher than usual?

If you're using more water than usual, the extra litres over a few months can easily add up to some extra dollars on your bill.

For ways to save water around the home, visit [www.barwonwater.vic.gov.au/saving-water](http://www.barwonwater.vic.gov.au/saving-water)

## Business customers

We offer a range of flexible and tailored solutions to help you pay your business water bill.

We can also provide advice on how your business can be more water efficient or manage a leak – all of which can help reduce your bills in the future.

## Get in touch – we're here to help

If you're having trouble paying your bill, or simply want to learn more about our options for customers in financial hardship, get in touch – we're here to help.

We will put you in touch with a specialist who will help you with your enquiry promptly, sensitively and confidentially.

Our friendly, Geelong-based customer contact centre is available weekdays 8 am to 6 pm on **1300 656 007**.

For detailed information about concessions, support and payment assistance, including eligibility criteria, visit [www.barwonwater.vic.gov.au/billhelp](http://www.barwonwater.vic.gov.au/billhelp).



### For further information

☎ 1300 656 007 | ✉ [info@barwonwater.vic.gov.au](mailto:info@barwonwater.vic.gov.au)

[www.barwonwater.vic.gov.au](http://www.barwonwater.vic.gov.au)

f t y o i n





# 2024-25 RATES, VALUATION AND CHARGES NOTICE



ABN 18 374 210 672  
All items are GST free.

S J Hase and K B Hase  
26 Whitecliff Way  
ARMSTRONG CREEK VIC 3217

RATE NO.	938823		
PROPERTY	12 Callistemon Circuit, LARA VIC 3212 350m2 917 PS 805400		
AVPCC	110 – Detached Dwelling		
VALUATIONS	Site: Land only	\$300,000	
	Capital improved: Land + building + improvements	\$575,000	
	Net annual	\$28,750	
RATES AND CHARGES	Residential Rate 0.00201164 x \$575,000	\$1,156.65	
	*Waste Management Charge \$473.25 x 1	\$473.25	
	Sub Total	\$1,629.90	
FIRE SERVICES PROPERTY LEVY	Classification: Residential		
	Residential Variable 0.000087 x \$575,000	\$50.00	
	Residential Fixed	\$132.00	
	Sub Total	\$182.00	
	Total Due	\$1,811.90	

ONE  
PAYMENT  
IN FULL

**\$1,811.90**  
Due by  
15 February 2025

## or pay by instalment

To become an instalment payer you must pay your first instalment in full by 30 September 2024, otherwise your balance will be due on 15 February 2025.

FIRST  
INSTALMENT

**\$453.05**  
Due by  
30 September 2024  
  
Via your direct debit  
arrangement

SECOND  
INSTALMENT

**\$452.95**  
Due by 30 November 2024

THIRD  
INSTALMENT

**\$452.95**  
Due by 28 February 2025

FOURTH  
INSTALMENT

**\$452.95**  
Due by 31 May 2025

Rating Period	1 July 2024 to 30 June 2025
Declared	1 July 2024
Valuation Level	1 January 2024
Operative	1 July 2024
Issue Date	24 August 2024

## PAYMENT METHODS

### DIRECT DEBIT



Our records indicate that you have elected to pay by direct debit. The amount due will be debited in accordance with your instructions on the due date(s). If you have any questions regarding your direct debit please call 03 5272 5272

Payments after the 14 August 2024 may not appear on this notice.

\*The Waste Collection Charge includes an Environmental Protection Agency (EPA) levy estimated at \$67.24.

# ABOUT YOUR RATES, VALUATION AND CHARGES NOTICE

P: 03 5272 5272  
E: [revenue@geelongcity.vic.gov.au](mailto:revenue@geelongcity.vic.gov.au)  
[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)  
Wadawurrung Country  
Wurriki Nyal  
137-149 Mercer Street, Geelong

## FINANCIAL SUPPORT

Find up-to-date resources and answers to common questions at [www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

## WHAT IF I MISS OR UNDERPAY THE FIRST INSTALMENT?

To become an instalment payer you must pay your first instalment in full by 30 September 2024, otherwise your balance will be due on 15 February 2025.

## WHAT HAPPENS IF MY PAYMENTS ARE LATE?

Penalty interest at 10 per cent as set by the Victorian Government, is charged on all overdue amounts.  
  
If we have to take action to recover any overdue amount, you may be required to pay recovery and legal costs.

## HOW ARE PAYMENTS ALLOCATED?

We allocate the money you pay in the following order:

- legal and debt recovery costs, if any
- overdue and interest, if any
- your current rates, charges and fire levy.

## WHAT ASSISTANCE IS AVAILABLE?

- As well as our many payment options, we also offer:
1. **Rates deferral\*** – if you’re experiencing financial hardship.
  2. **Individual payment plans** – also for financial hardship.
  3. **Rates waiver\*** – for low income households experiencing a valuation increase over 50 per cent, without property improvements.
  4. **Pensioner rebate\*** – excludes Health Care Card holders.

For more information search for ‘rates arrangements’ on our website.

\* Sections 27 and 28 of the *Fire Services Property Levy Act 2012* also allow qualifying ratepayers to use these assistance measures.

## WHAT IF I DISAGREE WITH SOMETHING ON MY RATES NOTICE?

Please contact us, so we can review your situation and try to find a solution. If your issue can’t be resolved, the table below explains your rights of appeal.  
  
If you choose to appeal, you must still pay your rates by the due date. If your appeal is successful, we will credit your account or refund, if requested.

What you can appeal	By when	Legislation	How to lodge
Differential rate applied to your property	Within 60 days of the date of issue of the initial rates notice.	<i>Local Government Act 1989</i> – Section 183	Search for ‘differential rating’ at <a href="http://www.vcat.vic.gov.au">www.vcat.vic.gov.au</a>
The property valuation / AVPCC	Within two months** of the date of issue of the initial rates notice	<i>Valuation of Land Act 1960</i> – Sections 16,17,18	Search for ‘valuation objection’ on our website, or contact us.
Any other rate or charge	Within 60 days of the date of issue of the initial rates notice.	<i>Local Government Act 1989</i> – Section 184	Must be lodged in the County Court – seek legal advice.

\*\*Within four months if a notice has not been supplied to the occupier of the land.

## HOW MUCH HAVE MY RATES INCREASED THIS YEAR?

We have complied with the Victorian Government’s rates cap.  
  
The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipal district
- (ii) the application of any differential rate
- (iii) the inclusion of other rates and charges not covered by the rates cap.

## KEY TERMS TO HELP YOU UNDERSTAND YOUR RATES

**Differential rate** – the ‘rate in the dollar’ charged on properties will vary, depending on the land use category applied (for example, residential or commercial). Search for ‘rating strategy’ on our website or contact us.  
  
**Valuation** – your property has 3 values, site value (SV)\*, capital improved value (CIV) and net annual value (NAV). CIV (includes SV)\* is used to calculate your rates. Search for ‘property valuation’ on our website for more information.  
  
**Australian Valuation Property Classification Code (AVPCC)** - is a classification that assigns a code to land based on its existing use.  
  
**Refund requests** for overpaid rates may attract a \$30 administrative fee. Please ensure that you enter the correct payment details.  
  
**Change of mailing address** - It is your responsibility to notify the City of any change of address so there is no delay in receiving your notice and to avoid penalties.

# Used by the State Government to calculate land tax. Visit [www.sro.vic.gov.au](http://www.sro.vic.gov.au) for more information.

The differential applicable to this property is shown on the front of this notice.  
  
Differential Rating Table:

Differential	Rates in \$	Total
Residential Land	0.00201164	\$1,156.65
Commercial / Industrial Land	0.00391729	\$2,252.40
Vacant Land	0.00275846	\$1,586.10
Farm Land	0.00101016	\$580.8
Mixed Use Land	0.00305012	\$1,753.80

## PRIVACY STATEMENT

We will comply with the Information Privacy and Health Privacy Principles as set out in the *Privacy and Data Protection Act 2014*. For more information, search for ‘privacy’ on our website.

**LISTED OWNERS:**  
  
KB Hase  
SJ Hase

# 2025 Land Tax Assessment Notice

## For land held in joint ownership

STATE  
REVENUE  
OFFICE  
VICTORIA

ABN 76 775 195 331



7059532055001000001  
MRS SHAREE JANE HASE  
26 WHITECLIFF WAY  
ARMSTRONG CREEK VIC 3217

THIS NOTICE IS ISSUED TO YOU ON BEHALF OF:  
MR KRISTAN BRETT HASE  
MRS SHAREE JANE HASE

## Manage your land tax online

- View and pay assessments
- Apply for exemptions
- Update property ownership

[sro.vic.gov.au/mylandtax](https://sro.vic.gov.au/mylandtax)

  
Paul Broderick  
Commissioner of State Revenue

CUSTOMER NUMBER  
QUOTE IF YOU CONTACT US

106575916

ASSESSMENT NUMBER  
THIS CHANGES EVERY YEAR

85971026

ISSUE DATE

14 MAR 2025

TOTAL PAYABLE

INTEREST IS CHARGED ON LATE PAYMENTS

### TWO WAYS TO PAY

1

IN FULL

PAY BY

6 JUN 2025

See payment methods listed at the bottom of your assessment.

2

INSTALMENTS

SET UP BY

6 JUN 2025


Instalments can only be set up in our online system **AutoPay** — allowing you to schedule interest-free direct debit payments for up to 38-weeks from the issue date via a debit card, credit card or bank account.


Choose from the following options:


4 EQUAL  
INSTALMENTS

MONTHLY  
INSTALMENTS

FORTNIGHTLY  
INSTALMENTS







[sro.vic.gov.au/autopay](https://sro.vic.gov.au/autopay)

PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®



Billers Code: 5249


REF: 85971026

Telephone and internet banking

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

[bpay.com.au](https://bpay.com.au)

CARD



Customer No: 106575916

REF: 85971026

Visa or Mastercard only

Pay via our website or phone 13 21 61.

A card payment fee applies.

[sro.vic.gov.au/paylandtax](https://sro.vic.gov.au/paylandtax)

AUSTRALIA POST



Post  
Billpay

\$1,980.00

Pay in-store

Take this notice to any Australia Post.

State Revenue Office (VIC) payment



\*382 400 0085971026 6



# Statement of lands for period 1 January 2025 to 31 December 2025

Assessment number: 85971026  
Level of value date: 1 January 2024

Lands owned as at midnight 31 December 2024 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax.

Item	Address/Municipality	Land ID/References	Single holding tax <sup>†</sup>	Proportional tax <sup>††</sup>	Taxable value
1	12 CALLISTEMON CCT, LARA, 3212 GREATER GEELONG	047503986 917 S805400	\$1,350.00	\$1,164.71	\$300,000
2					
Total taxable value					

## Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must **notify us within 60 days** of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting **sro.vic.gov.au/assessment**

## Explanation of codes (for details, go to sro.vic.gov.au/codes)

<sup>†</sup>SINGLE HOLDING TAX

<sup>††</sup>PROPORTIONAL TAX

This is the amount of tax you would pay on the one property. This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment.

**FORM 2**  
**Building Act 1993**  
**Building Regulations 2018**  
**Regulation 37(1)**

**CERTIFIED**  
**BUILDING**  
**SURVEYING**

# BUILDING PERMIT

**CBS: 202000951**

**Issued to (Agent of Owner)**

Name: Tanya Cilia - Escape Homes Pty Ltd ACN/ABN: 115 066 343	
Address : 2-16 Ravenhall Way RAVENHALL VIC 3023	
Contact Person: Tanya Cilia	Mobile: 8361 9979

**Address for serving or Giving of Documents**

Name: Tanya Cilia - Escape Homes Pty Ltd ACN/ABN: 115 066 343	
Address: 2-16 Ravenhall Way RAVENHALL VIC 3023	

**Ownership Details**

Name: Kristan Brett Hase & Sharee Jane Hase ACN/ABN: N/A	
Address: 26 Whitecliff Way ARMSTRONG CREEK VIC 3217	
Contact Person: Kristan Brett Hase & Sharee Jane Hase	Mobile: 0419 130 742

**Property Details**

Address: <b>No. 12 Callistemon Circuit LARA VIC 3212</b>			
Lot/s 917	LP/PS 805400W	Volume 12230	Folio 202

**Municipal District (Council)**

Greater Geelong City Council
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**Builder**

Name: Escape Homes Pty Ltd ACN/ABN: 115 066 343	
Address: 2-16 Ravenhall Way RAVENHALL VIC 3023	
Contact Person: Deni Gelevski	Telephone: 8361 9979

**Building Practitioners to be Engaged in the Building Work**

Name	Category/ Class	Registration No.
Escape Homes Pty Ltd	Builder	CDB-U 59613

**Building Practitioners who were engaged to prepare documents forming part of application for this permit**

Name	Category/ Class	Registration No.
Escape Homes Pty Ltd	Builder	CDB-U 59613
Home & Industrial Soiltest Pty Ltd	Engineer	CEC -57904

**Domestic Building Warranty Insurance**

Insurance House Pty Ltd	Insurance Policy Number C544644 Date: 25/09/2020
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**Town Planning Permit No. (if applicable)**

N/A	Date Of Town Planning Permit N/A
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**Nature of Building Work**

Proposed New Dwelling & Garage	Cost of Building Work \$238,888
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**Version of BCA applicable to Permit**

NCC Vol 2 2019
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**New Building Area**

**Allotment Area**

209m <sup>2</sup>	350m <sup>2</sup>
-------------------	-------------------

1

Suite 29b Level 2, 80-82 Keilor Rd  
 Essendon North VIC 3041  
 P 9374 4883  
 ABN 27 166 525 373

E [info@certifiedbuildingsurveying.com.au](mailto:info@certifiedbuildingsurveying.com.au)  
 W [certifiedbuildingsurveying.com.au](http://certifiedbuildingsurveying.com.au)



# CERTIFIED BUILDING SURVEYING

## Building Classification

Part Of Building	BCA Classification	Description
Ground Floor	1a(a)	Dwelling
Ground Floor	10a	Garage

## Prescribed Reporting Authorities (if applicable)

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:		
<b>Determination:</b>	<b>Matter Reported on:</b>	<b>Regulation:</b>
Greater Geelong City Council	Legal Point of Discharge	133

## Protection Work

Protection Work is not required in relation to the building work proposed in this permit.
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## Mandatory Inspection Notifications Stages

Prior to placing of footing	Prior to pouring of insitu concrete	Completion of framework	Final upon completion of building work
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## Occupation Of Building

An Occupancy Permit is required prior to the occupation or use of this building.
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## Commencement and Completion


<p><b>The building work must commence by 16/10/2021</b></p> <p>If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.</p>
<p><b>The building work must be completed by 16/10/2022</b></p> <p>If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.</p>

## Conditions:

<p>The following conditions form part of this Building Permit Approval, please read them carefully. It is the responsibility of the applicant/owner/ builder to ensure the building permit conditions listed below are satisfied prior to the completion of the works and prior to issue of the Occupancy Permit: -</p> <ol style="list-style-type: none"> <li>1. This building permit shall be read in-conjunction with the endorsed drawings.</li> <li>2. It is the builder's responsibility to ensure that a copy of the building permits and approved plans are present on site during construction works.</li> <li>3. It is the builder's responsibility to ensure that a site sign with the registration numbers of all practitioners, date and permit number are displayed on the site in accordance with Regulation 41 of the Building Regulations 2018.</li> <li>4. It is the owner's responsibility to ensure that building works are in accordance with any restrictions and / or covenants on the Certificate of Title and the associated Plan of Sub-Division.</li> <li>5. The builder is to ensure that all necessary precautions are undertaken for the protection safety of the public. The builder must not erect precautions beyond the street alignments without the prior consent and report of the relevant council.</li> <li>6. All building works must be contained within the allotment boundaries at all times during the carrying out of building works from public street frontages, adjoining allotments and properties.</li> <li>7. <b>Prior to the commencement <u>Frame Construction Stage</u>, the builder shall supply the engineered design documentation for any prefabricated walls (including bracing design), Floors and/or Roof Truss Computation to the Relevant Building Surveyor via email to <a href="mailto:truss@certifiedbuildingsurveying.com.au">truss@certifiedbuildingsurveying.com.au</a></b></li> </ol>
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# CERTIFIED BUILDING SURVEYING

8. This dwelling has been designed to achieve a 6 STAR ENERGY RATING and include a SOLAR WATER HEATER system with 60% solar gain. Upon completion of the dwelling, the builder shall present to the Relevant Building Surveyor the First Rate Compliance Report.
9. An assessment has been carried out for the subject land and dwelling in accordance with AS 3959.2009, the Building Surveyor has determined that the rating of the building is under the category of bush fire attack level BAL- LOW - There is insufficient risk to warrant specific construction requirements.

<b>Relevant Building Surveyor</b>	<b>Registration No.</b>
<b>Adam Gatto</b>	<b>BS-L 42137</b>
<b>Business</b>	<b>Permit No.</b>
<b>Certified Building Surveying - Suite 29b/ Level 2, 80-82 Keilor Rd, Essendon North VIC 3041</b>	<b>7693036029301/0</b>
<b>Signature</b>	<b>Date</b>
	<b>16/10/2020</b>

**Notes:**

10. Under Regulation 42 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
11. Under Regulation 41 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies;
12. Include building practitioners with continuing involvement in the building work.
13. Include building practitioners with no further involvement in the building work.
14. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
15. Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.  
It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works over \$5,000 and the domestic warranty insurance for building works over \$16,000.



# OCCUPANCY PERMIT

Building Act 1993, Building Regulations 2018  
Regulation 192 Form 16

**CERTIFIED  
BUILDING  
SURVEYING**

CBS:202000951

## Issued to

Name: Tanya Cilia
Complete Address: 2-16 Ravenhall Way RAVENHALL VIC 3023

## Owner

Name: Kristan Brett Hase & Sharee Jane Hase
Complete Address: 26 Whitecliff Way ARMSTRONG CREEK VIC 3217

## Property Details

No. 12 Callistemon Circuit LARA VIC 3212			
Lot/s 917	LP/PS 805400W	Volume 12230	Folio 202

## Municipal District

Greater Geelong City Council
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## Nature of Building Work

Proposed New Dwelling & Garage
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## Building Details

Part Of Building	BCA Classification	Permitted Use	Allowable Floor Load	No. of People
Ground Floor	1a(a)	Dwelling	1.5 kPa	N/A
Ground Floor	10a	Garage	1.5 kPa	N/A

## Building Permit Details

Building Permit no:	Version of bca applicable to building permit
7693036029301	NCC Volume 2 - 2019

## Prescribed Reporting Authorities (if applicable)

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:		
Determination:	Matter Reported on:	Regulation:
Greater Geelong City Council	Legal Point of Discharge	133

## Conditions

Occupation is subject to the following conditions:
1. It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring;
<b>2. The building is not to be occupied until connection of power, water and gas is completed by the relevant supply authorities.</b>

## Suitability for Occupation

The building or part of the building to which this permit applies is suitable for occupation.
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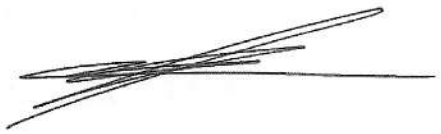
## Site Inspections

Inspection Type	Inspected By	Inspection Date	Approved
Prior to placing a footing Piers	IN-U 43497, Ante Skoko	01/12/2020	Approved
Prior to placing a footing Preslab	IN-U 43497, Ante Skoko	14/12/2020	Approved
Prior to pouring in situ concrete Slab steel	IN-U 43497, Ante Skoko	16/12/2020	Approved
Completion of framework Timber frame	IN-L 59732, Michael Boyar	09/03/2021	Approved
Final upon completion of all building work	IN-L 25159, Ryan Bensted	26/07/2021	Not Approved
Final upon completion of all building work	IN-L 25159, Ryan Bensted	20/08/2021	Approved

# OCCUPANCY PERMIT

Building Act 1993, Building Regulations 2018  
Regulation 192 Form 16

**CERTIFIED  
BUILDING  
SURVEYING**

<b>Relevant Building Surveyor</b>		<b>Registration No.</b>
Adam Gatto		BS-L 42137
<b>Business</b>		<b>Certificate No.</b>
Certified Building Surveying – Suite 29b/ Level 2, 80-82 Keilor Road, Essendon North VIC 3041		7693036029301/0
<b>Signature</b>		<b>Date</b>
		24/08/2021

**Notes:**

1. In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2018; and
2. Regulation 224 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.

**INSURANCE HOUSE PTY LTD**

Level 3, 100 Wellington Parade

East Melbourne VIC 3002

<https://www.insurancehouse.com.au/business/warranty/builders-warranty-victoria>

1300 305 834

## Domestic Building Insurance

### Certificate of Insurance

**Kristan Brett Hase, Sharee Jane Hase****26 Whitecliff Way  
ARMSTRONG CREEK  
VIC 3217**

Policy Number:

**C544644**

Policy Inception Date:

**25/09/2020**

Builder Account Number:

**004815**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

#### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **8 Callistemon Cct LARA VIC 3212 Australia**

Carried out by the builder: **ESCAPE HOMES PTY LTD**

Builder ACN: **115066343**

**!** If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Kristan Brett Hase, Sharee Jane Hase**

Pursuant to a domestic building contract dated: **30/04/2020**

For the contract price of: **\$ 238,888.00**

Type of Cover: **Cover is only provided if ESCAPE HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

#### PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto:dbi@vmia.vic.gov.au)

#### IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

\* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Issued by Victorian Managed Insurance Authority

Date Generated: 25/09/2020

OFFICE USE ONLY: COI-0717-1

Page 1 of 2

Victorian Managed Insurance Authority

ABN 39 682 497 841

PO Box 18409, Collins Street East Victoria 8003

P: 1300 363 424





**Period of Cover**

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects\*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects\*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

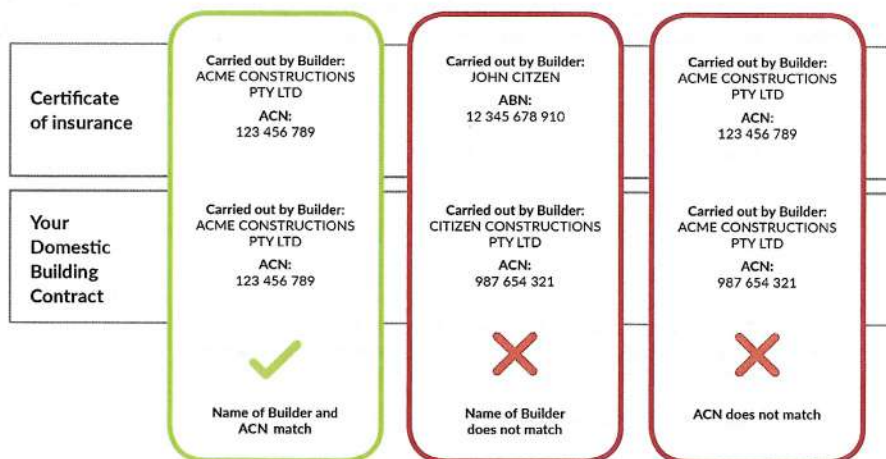
Issued by Victorian Management Insurance Authority (VMIA)

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium:	<b>\$790.00</b>
GST:	<b>\$79.00</b>
Stamp Duty:	<b>\$86.90</b>
<b>Total:</b>	<b>\$955.90</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**

*Below are some example of what to look for*



# Due Diligence Checklist

What you need to know before buying a residential property

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

## Urban living

### ***Moving to the inner city?***

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

### ***Is the property subject to an owners corporation?***

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

## Growth areas

### ***Are you moving to a growth area?***

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

## Flood and fire risk

### ***Does this property experience flooding or bushfire?***

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

## Rural properties

### ***Moving to the country?***

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

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

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

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

## Soil and groundwater contamination

### ***Has previous land use affected the soil or groundwater?***

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



## Land boundaries

### ***Do you know the exact boundary of the property?***

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

## Planning controls

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

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

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

### ***Are there any proposed or granted planning permits?***

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

## Safety

### ***Is the building safe to live in?***

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

## Building permits

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

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

### ***Are any recent building or renovation works covered by insurance?***

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

## Utilities and essential services

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

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

## Buyers' rights

### ***Do you know your rights when buying a property?***

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